



Regular Meeting Agenda January 23, 2024

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 Jeremy B. Yamaguchi
District 3

Mayor Pro Tem Kevin Kirwin
District 2

Rhonda Shader
Councilmember
District 1

Ward L. Smith
Councilmember
District 5

Chad P. Wanke
Councilmember
District 4

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
January 23, 2024
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

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 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
(1 case)
2. Pursuant to Government Code Section 54956.9(d)(4)
CONFERENCE WITH LEGAL COUNSEL—POTENTIAL INITIATION OF LITIGATION
City of Grants Pass, Oregon v. Gloria Johnson, U.S. Supreme Court Case No. 23-175
3. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien Arrula, City Administrator
Alice Burnett, Director of Human Resources
Employee Organization: Unrepresented Executive Management

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
January 23, 2024
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

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

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Firefighter Victor Guerrero

PRESENTATIONS: None

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**

Fiscal Impact: None

Recommended Action: Approve

1.b. **Minutes**

City Council/Successor/ICDA/PPFA Special and Regular Meetings of: May 15, 2023 and May 16, 2023

Recommended Action: Approve

1.c. **City Fiscal Year 2023-24 Registers for January 23, 2024
Check Register**

Fiscal Impact: \$1,959,278.42

Electronic Disbursement Register

Fiscal Impact: \$3,139,052.13

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.d. **Award of Contract to Red88media for Broadcasting of City Council and Planning Commission Meetings**

Fiscal Impact:

Expense: \$30,000 Annually
Budgeted: \$40,000 after proposed Mid-Year adjustment (581573-6290)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Red88Media for a three (3) year contract, with the option to extend for an additional two (2) years for the broadcasting of City Council and Planning Commission meetings in the not-to-exceed amount of \$30,000 per year; and
- 2) Reject all other bids received; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

1.e. **Approval of Plans and Specifications and Award of Construction Contract to RS Construction & Development Inc., for the City Hall Administrative Office Area Improvement Project, City Project No. 5307**

Fiscal Impact:

Expense: \$ 143,990.00 Total Construction Cost
\$ 130,900.00 Construction Contract Amount
\$ 13,090.00 Construction Contingency Amount
Available Budget: \$ 181,232.06 Total Available Budget
\$ 180,000.00 General Fund (109800-6850 J/L105307-6850)
\$ 1,232.06 Measure U Fund (795307-6850 J/L 795307-6850)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Engineered Plans and Specifications prepared by BOA Architecture for the City Hall Administrative Office Area Improvements Project No. 5307; and
- 2) Reject the bid proposal for Admin Office Area Improvements submitted by M-RE Construction Inc. as non-responsive; and
- 3) Approve a Public Works Agreement with RS Construction & Development Inc. for the Admin Office Area Improvements Project in the amount of \$130,900.00; and
- 4) Reject all other bids received and authorize return of the bid bonds; and
- 5) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$13,090.00, for a total construction contract not-to-exceed amount of \$143,990.00; and
- 6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Approval of Plans & Specifications Prepared by the California Department of Transportation and Award of Construction Contract to Guills Inc., DBA: Integrity Landscape and Concrete for Landscape Renovation and related Site Improvements on State Route 57, and Amendment No. 3 to the Cooperative Art Agreement with Caltrans for Public Art Project No. 1206**

Fiscal Impact:

Expense: \$ 534,395.69 Total Construction Contract Amount
\$ 53,439.57 Total Construction Contingency Amount
\$ 587,835.26 Total Amount
Available Budget: \$ 587,835.26 Fiscal Year 2023-24 CIP Budget (101206-6730)

Recommended Action: It is recommended that the City Council:

- 1) Approve the landscape improvement plans prepared by Caltrans and approve a Public Works Agreement with Guills Inc., to landscape and improve the area on Route 57 in the amount of \$534,395.69; and

- 2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$53,439.57, for a total construction contract not-to-exceed amount of \$587,835.26; and
- 3) Adopt Resolution No. R-2024-02, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 4) Authorize the City Administrator to approve Amendment No. 3 to the Cooperative Art Agreement with Caltrans increasing the allowable project reimbursement amount; and
- 5) Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

1.g. **Put Option Agreement with Mercy Housing California for Private Property at 325 Baker Street (APN 339-382-20) for Future Affordable Housing Development**

Fiscal Impact: \$761,587 Potential Purchase in 2028 (Affordable Housing Development Impact Fee Fund Acct. No. 682534-6099). No fiscal impact in FY 2023-24.

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2024-03, A Resolution of the City Council of the City of Placentia, California Approving a Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the purchase of 325 Baker Street for an Affordable Housing Development along Baker Street; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Renewal of Arctic Wolf Managed Detection and Response Solution for Dedicated Cybersecurity Monitoring**

Fiscal Impact:

Expense:	\$ 76,176.14	Total Project Cost
Budget:	\$ <u>240,473.95</u>	(101523-6136)

Recommended Action: It is recommended that the City Council:

- 1) Approve the renewal of Arctic Wolf MDR Solution as the Cybersecurity Monitoring Solution for the City in an amount not-to-exceed \$76,176.14; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

2. **PUBLIC HEARINGS:** None

3. **REGULAR AGENDA:**

3.a. **Professional Services Agreement with RHA Landscape Architects Planners Inc. for Architectural and Engineering Design Services for the Proposed Placentia Dog Park Project No. 7405**

Fiscal Impact:

Expense:	\$80,000	Professional Services Agreement
Budget:	\$80,000	FY 2023-24 CIP Budget (109800-6760)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for professional landscape architecture services for Phase I for the proposed Dog Park Project to RHA Landscape Architects Planners Inc. for a not-to-exceed amount of \$80,000; and
- 2) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
- 3) Appoint a City Council Ad-Hoc Committee comprised of two Council Members and a Commissioner from the Parks, Arts, and Recreation Commission to assist Staff and RHA in identifying a location, conceptual design and amenities for the proposed dog park.

- 3.b. **Adopt Resolution of Intention to Establish City of Placentia Community Facilities District No. 2024-01 (Old Town Public Infrastructure) and to Authorize the Levy of a Special Tax Therein to Finance Certain Services and Resolution of Intention to Allow for Future Annexation of Territory to City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services)**

Fiscal Impact: Projected Annual Expense: \$187,400

Projected Annual Revenue: \$187,400

Recommended Action: It is recommended that the City Council:

- 1) Accept the Petition from the developer initiating the formation of a Mello-Roos Community Facilities District (Exhibit A), and.
- 2) Adopt a Resolution of Intention R-2024-04 to establish the proposed City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) ("CFD No. 2024-01") and to authorize the levy of special tax therein to finance certain services (Exhibit B); and
- 3) Adopt a Resolution of Intention R-2024-05 to allow for the future annexation of territory to Community Facilities District No. 2024-01 and to establish the future annexation area (Exhibit C).

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.

Adjourned in Memory of

Richard "Rick" Smith

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, February 6, 2024 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:

- NOC: Urban Forest Plating Project
- NOC: Fire Station Roof Replacement Project
- Amendment to PSA with Totum Corp for PSB Project
- Resolution Authorizing an agreement with Mission Square Retirement
- Update Administrative Policy #372 Part-Time Sick Leave to comply with SB 616 California's Healthy Workplaces, Health Families Act (HWHFA)
- Mitigation Fee Update
- GPA 2021-02 Amendment
- GPA 2023-01, Zone Chane ZCA 2023-01, EA 2023-01
- Mid-Year Budget Presentation

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 January 23, 2024 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on January 18, 2024.

Carole M. Wayman
Deputy City Clerk

**MINUTES OF
THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF PLACENTIA
MAY 15, 2023**

A Special Meeting of the City Council of the City of Placentia was held at the Springhill Suites Hotel Conference Room, 380 South Placentia Avenue on **Monday, May 15, 2023 at 10 a.m.**

CALL TO ORDER: Mayor Smith called the meeting to order at 10:08 a.m.

ROLL CALL:

PRESENT: Councilmembers Kirwin, Shader, Wanke, Yamaguchi, Smith

ABSENT: None

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; Director of Human Resources Alice Burnett, Communications and Marketing Analyst Nicolette Vialpando, City Treasurer Kevin Larson; Deputy City Clerk Carole M. Wayman

INVOCATION: Mayor Smith

PLEDGE OF ALLEGIANCE: Mayor Smith

ORAL COMMUNICATIONS:

Deputy City Clerk Wayman stated that there were no electronic public comments received by the City Clerk's office and there were no members of the public wishing to speak.

REGULAR AGENDA:

1. Welcome, Introductions, and Agenda for the Day

Mayor Smith welcomed everyone to the City Council Retreat.

City Administrator Arrula introduced Patrick Ibarra of the Meorando Group and provided a brief overview of the retreat. He explained that the workshop would be divided into the following sections:

- 2: Benefits of Good Government
- 3: Governing Body/Team Effectiveness and Strategies for Effective Collaboration
- 4: Refresher on the Council-Manager Form of Operation
- 5: Review of Strategic Plan
- 6: Discuss Possible Updates to Existing Strategic Plan
- 7: Next Steps

Retreat facilitator Patrick Ibarra introduced himself and led a discussion on the benefits of Good Government.

2. Benefits of Good Government

City Council and Staff presented and discussed the following benefits of good government:

- People feel heard and providing a safe forum for listening
- Quality of Life – provide services
- Financial stability, Fiscal responsibility
- Protect property values
- History of past decisions
- People want dignity

- Sense of community
- Adding value
- Stable infrastructure
- Marketing successes to residents
- Educating the community about services and the role of local government
- Facilitating community events and encouraging participation
- Enhancing credibility as a governing body
- Collaborative, cohesive, open minded listening organization.
- Communication to and from residents/community
- Creating Partnerships with Community Organizations

3. **Governing Body/Team Effectiveness and Strategies for Effective Collaboration**

Retreat facilitator Ibarra led a discussion on the following strategies for creating a more collaborative, effective Council:

- Develop a sense of team – a partnership with the City Manager to govern and manage the city.
- Civility and Council member behavior
- Think and act strategically
- Respect “shared constituency”
- Understand and demonstrate the elements of teams and teamwork
- Have clearly defined roles and relationships
- Honor the Council-Staff partnership
- Allocate Governing Body time and energy appropriately
- Have clear rules and procedures for Council meetings
- Practice continuous personal learning and development as a leader
- Communication and problem solving
 - a. Separate the people from the problem
 - b. Focus on interests
 - c. Invent options for mutual gain
- Distinctions between values, interests and positions
 - a. Insist on using objective criteria
 - b. Be attentive
 - c. Ask clarifying questions
 - d. Let People know you are listening
- Effective Public Engagement
- Importance of Diversity of Opinion

CITY COUNCIL MEMBER COMMENTS

Mayor Smith commented on Council and Staff engagement in the City/community.

Councilmember Wanke spoke about comments he has received from residents and business owners about the quick response to issues by Staff. Community members feel listened to and are pleased to see Council and Staff at neighborhood meetings and events.

Councilmember Kirwin commented on Council and Staff’s engagement in the City and the positive comments he has received.

City Administrator Arrula commented on the responsiveness of Staff and Council via their attendance at neighborhood meetings, same day return phone calls, and after-hours requests.

Councilmember Yamaguchi commented on the importance of thinking outside of the box for new ideas and solutions.

4. **Refresher on the Council-Manager Form of Operation**

Retreat facilitator Ibarra led a discussion on the following: Role of Elected Officials, Role of City Administrator, Role of Department Directors, Role of City Staff and Role of Community Members.

CITY COUNCIL MEMBER/STAFF COMMENTS

Councilmember Wanke commented on the benefits of attending local and regional government meetings and observing how other public meetings are conducted.

Councilmember Kirwin commented on the importance of listening and reaching out for different perspectives on issues. Acknowledged Staff for their responsiveness to requests.

Councilmember Shader commented on the Council's responsibility to advocate for the community both locally and regionally.

City Administrator Arrula commented on the benefits of Council participating in regional conferences and meetings with Staff. Commented on the City Administrator's role to facilitate a process for strategic planning and vision casting and managing Staff and resources. Stressed the importance of collaboration and communication.

Councilmembers discussed Staff's role to report issues they see in the community and take actions to address those issues in a timely manner before they are reported as complaints.

City Administrator Arrula commented on Staff's responsiveness to issues they see in the community, noting that Staff is mindful when driving and working in the City. He noted the importance of providing Staff with the resources they need to get the job done.

Councilmember Kirwin commented that Placentia has many longtime residents which is a strength and provides historical context.

Councilmember Shader stated that residents help to keep the Council accountable.

5: Review of Strategic Plan

6: Discuss Possible Updates to Existing Strategic Plan

Retreat facilitator Ibarra led a discussion on a Review and possible updates to the Strategic Plan.

CITY COUNCIL MEMBER/STAFF COMMENTS AND DISCUSSION

1. Bike lanes, urban mobility and public safety.
2. Importance of documenting and reviewing the Strategic Plan yearly. Prioritizing items in the Strategic Plan according to resources.
3. Using the Strategic Plan to guide the City's budget.
4. Ensuring Long Term fiscal sustainability.
5. How do we compare to other cities?
6. Suggestion to schedule a Special Meeting to prioritize Strategic Plan Items and discuss ongoing projects.
7. Reserve Policy, grants and Development Impact Fees.
8. Promote Community and Economic Development.
9. OPEB Liabilities
10. Investment in infrastructure and public safety
11. Recruitments and retention in Public Safety
12. EIFD and Chapman Corridor
13. Affordable Housing
14. Engagement with new businesses in the City
15. New Resident Welcome Package
16. New positions
17. Citizens' Academy, CERT Training and partnerships with other cities
18. Community Oriented Policing/Neighborhood Watch
19. Fire inspections
20. Recruitment for Committees and Commissions
21. Senior Community Center
22. Public Safety Center
23. Metrolink Station
24. E-bikes and safety

25. Cameras and security improvements in Civic Center area, City facilities, Citywide
26. IT Master Plan
27. Energy Savings Programs/plans
28. SCE LED Conversion Project
29. Median Improvements, Citywide Wayfinding, Façade Improvement Program, graffiti abatement, tree planting Hamer Island, SiFi
30. Bolster ranks of City employees, Employee Development programs
31. Succession Planning
32. Ad-hoc policy manual
33. Code of ethics
34. CIP Projects

7: Next Steps

City Administrator Arrula stated that the City’s proposed 2023-24 budget would be presented at tomorrow’s Council meeting and briefly highlighted items within the proposed budget.

ADJOURNMENT:

The City Council adjourned at 2:00 p.m. to its Regular Meeting on Tuesday, May 16, 2023 at 5:30 p.m.

Ward L. Smith, Mayor

ATTEST:

Carole M. Wayman, Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR MEETING
May 16, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

PRESENT: Councilmember/Board Member Kirwin, Shader, Smith

ABSENT: Councilmember/Board Members Wanke and Yamaguchi

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

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

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

2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 323, 307, 312 and 314 Baker Street
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Party: Damien R. Arrula, City Administrator
Under Negotiations: Price and Terms of Payment

3. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207 -209 W. Crowther Avenue
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Party: Damien R. Arrula, City Administrator
Under Negotiations: Price and Terms of Payment

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

CALL TO ORDER: Mayor Smith called the meeting to order at 7:08 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Kirwin, Shader, Smith

ABSENT: Councilmember/Board Members Wanke and Yamaguchi

STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Officer John Martinez

PRESENTATIONS:

a. Proclamation of May 15 – 21, 2023 as National Police Week

Presenter: Mayor Smith
Recipient: Chief of Police Brad Butts

Mayor Smith presented a proclamation in recognition of National Police Week to Police Chief Brad Butts and Police Staff. Chief Butts thanked the City Council on behalf of the Placentia Police Department for recognizing “National Police Week” and for their support.

b. Proclamation of May 21 – 27, 2023 as National Public Works Week

Presenter: Mayor Smith
Recipient: Deputy City Administrator Luis Estevez

Mayor Smith presented a proclamation in recognition of National Public Works Week to Deputy City Administrator Estevez and Public Works Staff. Mr. Estevez thanked the Council for their recognition and support.

c. Proclamation of May 20, 2023 as Red Sneakers Day for Food Allergy Awareness

Presenter: Mayor Smith
Recipient: Emma Melin

Mayor Smith presented a proclamation in recognition of Red Sneakers Day to Emma Melin. Miss Melin thanked the Council for helping raise awareness of food allergies.

d. Proclamation of May 26, 2023 as Poppy Day

Presenter: Mayor Smith
Recipients: Loretta Jimenez and Members of American Legion Auxiliary Unit 277

Mayor Smith presented a proclamation in recognition of Poppy Day to Loretta Jimenez. Ms. Jimenez thanked the Council for their support on behalf of the Placentia American Legion Auxiliary. Mayor Smith noted that the month of May is also Military Appreciation Month and May 29th is Memorial Day.

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there were three (3) items on the Closed Session agenda, the City Council discussed each of those items, and direction was provided. He noted there was nothing further to report.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications. City Clerk McKinnell stated that the City Clerk’s Office had received no public comment and there were no members of the public wishing to speak.

City Administrator Arrula noted that former Councilmember Craig Green had provided a copy of the monthly Vector Control report and copies were distributed to Council and placed at the entrance to Council Chambers.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Kirwin announced and promoted the upcoming Summer 2023 recreation program schedule. He noted that in person and online registration will be available June 1. He also expressed appreciation to the Public Works department for their rapid efforts in reconfiguring Santa Fe Street.

Councilmember Shader announced that she attended the following:

- Buena Park State of the City
- Fullerton Prayer Breakfast
- Yorba Linda Prayer Breakfast

She also announced that she was installed to the Board of Directors for the Association of California Cities Orange County and commented on the value of the City Council Retreat which was held on May 15, 2024. She expressed appreciation to the Public Safety Department noting the excellent service they provide to all the residents of Placentia. She also expressed appreciation to the Public Works Team for their efforts in reconfiguring Santa Fe Street.

Mayor Smith announced that he attended the following:

- SCAG General Assembly Meeting
- Placentia Canine Foundation Fundraiser
- Yorba Linda Prayer Breakfast
- Buena Park State of the City

He also commented on the value of the City Council retreat and expressed appreciation to the Public Works Team for the excellent and quick work on Santa Fe Street.

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

Motion by Shader, seconded by Kirwin, and carried a (3-0-2, Wanke and Yamaguchi absent) vote to approve the Consent Calendar items 1.a. through 1.i., as recommended.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**

Fiscal Impact: None

Recommended Action: Approve

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

1.b. **City Fiscal Year 2022-23 Register for May 16, 2023**

Check Register

Fiscal Impact: \$1,443,913.43

Electronic Disbursement Register

Fiscal Impact: \$1,264,594.46

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

(Received and Filed, 3-0-2, as recommended, Wanke and Yamaguchi absent)

1.c. **Setting of the Annual Special Tax Rate for Fiscal Year 2023-24 for Community Facilities District No. 2014-01 (Public Services CFD) and Declaring the Intention to Allow for the Annexation of Property to Community Facilities District No. 2014-01**

Fiscal Impact: Revenue: \$64,139.16 Recouped through Assessments (550000-4505)

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2023-32, a Resolution of the City Council of the City of Placentia, California, setting the levy of an Annual Special Tax for Community Facilities District No. 2014-01 (Public Services); and
- 2) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2014-01 (Public Services) for Fiscal Year 2023-24 on the Orange County Secured Property Tax Roll; and
- 3) Adopt Resolution No. R-2023-33, a Resolution of the City Council of the City of Placentia, California, declaring its intention to annex certain territory to Community Facilities District No. 2014-01 (Public Services).

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

- 1.d. **Setting of the Annual Special Tax Rate for Fiscal Year 2023-24 for Community Facilities District No. 2018-01 (TOD CFD) and Declaring the Intention to Allow for Future Annexations to Community Facilities District No. 2018-01**
Fiscal Impact: Revenue: \$31,448.05 (800000-4505)
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. R-2023-30, a Resolution of the City Council of the City of Placentia, California, setting the levy of an annual special tax for Community Facilities District No. 2018-01 (TOD Maintenance Services); and
 - 2) Adopt Resolution No. R-2023-31, a Resolution of the City Council of the City of Placentia, California, declaring its intention to allow for future annexations of territory to Community Facilities District No. 2018-01 (TOD Maintenance Services); and
 - 3) Authorize inclusion of the Annual Special Tax for Community Facilities District No. 2018-01 (TOD Maintenance Services) for Fiscal Year 2023-24 on the Orange County Secured Property Tax Roll.
- (Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)**
- 1.e. **Public Works Agreement with Asad Holdings LLC DBA Orangeblue General Contractors for the Installation of Tile Walls at the Placentia Navigation Center**
Fiscal Impact:
- | | | |
|-----------|--------------|--|
| Expense: | \$144,500.00 | Contract Amount (Navigation Center Fund) |
| Budgeted: | \$150,000.00 | (Navigation Center Tile Project Fund) |
| | \$ 8,950.00 | (Navigation Center Maintenance Fund) |
- Recommended Action: It is recommended that the City Council:
- 1) Approve a Public Works Agreement with Asad Holdings LLC DBA Orangeblue General Contractors for the installation of tile walls at the Placentia Navigation Center for a not-to-exceed amount of \$144,500; and
 - 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract amount, or \$14,450; and
 - 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- (Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)**
- 1.f. **Award of Contract to Mariposa Landscapes, Inc., for Median and Parkway Landscape Maintenance Services**
Fiscal Impact:
- | | | |
|------------------|--------------|--|
| Expense: | \$279,575.91 | Annual Contract Amount |
| Proposed Budget: | \$279,575.91 | Fiscal Year 2023-34 Operating Budget (103655-6115, 173555-6115, 296561-6115) |
- Recommended Action: It is recommended that the City Council:
- 1) Approve a Professional Services Agreement with Mariposa Landscapes, Inc., for Median and Parkway Landscape Maintenance Services in an amount not-to-exceed \$279,575.91 per year for an initial three (3) year contract term with the option to extend for an additional two-year term; and
 - 2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed amount; and
 - 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
 - 4) Authorize the City Administrator to approve the eligible contract term extension an additional two-year term based upon contractor performance and at the discretion of the City.
- (Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)**
- 1.g. **Award of Maintenance Services Agreement to Hasa Inc., for Swimming Pool and Fountain Maintenance Services**
Fiscal Impact:
- | | | |
|------------------|----------|--|
| Expense: | \$53,250 | Annual Contract Amount |
| Proposed Budget: | \$53,250 | Fiscal Year 2023-34 Operating Budget (104076-6130) |

Recommended Action: It is recommended that the City Council:

- 1) Approve a Maintenance Services Agreement with Hasa Inc. for Public Swimming Pool and Fountain Maintenance Services for an amount not-to-exceed \$159,750 for an initial three-year contract term with the option to extend for one (1) additional two-year term for an amount not-to-exceed \$53,250 per year; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract average of \$53,250; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

1.h. **Approve the Metropolitan Urban County Cooperation Agreement Amendment No. 3 Between the County of Orange and the City of Placentia for Community Development Block Grant Funds**

Fiscal Impact:

Potential Revenue of up to \$323,000 per Fiscal Year for 2024-25, 2025-26 and 2026-27

Recommended Action: It is recommended that the City Council:

- 1) Approve a Metropolitan Urban County Cooperation Agreement Amendment No. 3 between the County of Orange and the City of Placentia for Community Development Block Grant Funds; and
- 2) Authorize the City Administrator to execute the agreement in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

1.i. **Approval Of Plans & Specifications and Award of Construction Contract to Grigolla & Sons Construction Co. Inc., For the 2022-2023 Concrete Repair Project, City Project No. 1302**

Fiscal Impact:

Expense:	\$107,250.00	Total Construction Contract Amount
	\$ 97,500.00	Construction Contract Amount
	\$ 9,750.00	Construction Contingency Amount
Available Budget:	\$108,273.56	Fiscal Year 2022-23 CIP Budget (791302-6740)

Recommended Action: It is recommended that the City Council:

- 1) Approve Plans & Specifications prepared by the City Engineer and approve a Public Works Agreement with Grigolla & Sons Construction Co. Inc., for the 2022-2023 Concrete Repair Project in the amount of \$97,500; and
- 2) Reject the bid proposal submitted by National Pools Inc., as non-responsive; and
- 3) Reject all other bids received and authorize return of the bid bonds; and
- 4) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$9,750, for a total construction contract not-to-exceed amount of \$107,250; and
- 5) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Appointments to Fill Vacancies on One City Commission and Various Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the vacancies listed below:
 - a. One (1) vacancy on the Planning Commission

- b. One (1) alternate vacancy on the Heritage Committee
- c. Three (3) vacancies on the Historical Committee
- 2) Direct Staff to update the City's master Commission and Committee vacancy list; and
- 3) Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

Councilmember Shader noted that the Council had conducted interviews of the candidates and made recommendations for appointments. She thanked all candidates for volunteering to serve on the City's Commissions and committees.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent. Appointments: Juan Navarro, Planning Commission; Stephen Morgan Heritage Committee Alternate; Kim Dewese, Stephen Morgan and Natalie Ter Nedden, Historical Committee.)

3.b. **Study Session: Presentation of the Proposed Fiscal Year 2023-24 Operating Budget and Capital Improvement Program (CIP)**

Fiscal Impact: FY 2023-24 Expenditures: \$ 85,583,391
Revenue: \$ 84,855,133

Recommended Action: It is recommended that the City Council:

- 1) Review and discuss the Proposed Fiscal Year 2023-24 Annual Operating Budget Capital Improvement Program (CIP) and provide input and direction for final budget adoption; and
- 2) Set the date of the public hearing for budget adoption as June 6, 2023, at 7:00 p.m.

(Approved 3-0-2, as recommended, Wanke and Yamaguchi absent)

City Administrator Arrula introduced Director of Finance Lampman and Deputy City Administrator Estevez to give a presentation on the Proposed Fiscal Year 2023-24 Operating Budget and Capital Improvement Program.

Councilmember Shader inquired about the annual cost of position allocations and an RFP for IT managed services.

Finance Director Lampman explained that the position annual cost includes benefits. She added that she would provide Council with a breakdown of those costs. She noted that the City is still in the process of receiving RFPs for IT managed services.

Councilmember Shader inquired about Measure U/460 allocations and encouraged a discussion with fellow Councilmembers on possibly changing the percentages. She expressed support for increasing reserves.

City Administrator Arrula commented on increases in costs for infrastructure projects and the effects to Measure U and recommendations for changes to the infrastructure percentage.

Finance Director Lampman explained the composition of fund balances in Measure U. She also explained the general fund and contingency reserves.

City Administrator Arrula provided additional information on the graph displaying the total general fund summary and proposed additional contribution amounts for CIP projects.

Councilmember Shader commented on the exorbitant cost increases in labor and construction noting that it is very difficult to estimate project costs. She added that it might be a consideration to pause some projects until there are market changes. She also inquired about the negative balance in the Navigation Center line item asking if this is related to cost sharing with other cities or waiting for funding. She expressed concern about the large deficit.

Finance Director Lampman responded that there is a delay in State level funding for the Navigation Center.

City Administrator Arrula noted that he has discussed the issue with the North SPA collaborative requesting that a process be set, according to the MOU, that cities will need to use other funding available to pay their share and not wait for State funding which is unreliable.

Councilmember Shader commented on how far the City has come financially and expressed appreciation to City Administrator Arrula and Department heads for their efforts.

Councilmember Kirwin expressed appreciation to City Administrator Arrula and Citizens' Oversight committee member Glenn Casterline for their assistance and explanation of the budget. He inquired about the percentage increase for personnel expenses.

City Administrator Arrula stated that Finance Director Lampman would provide a breakdown of the increase in personnel expenses to Council.

Mayor Smith expressed appreciation for the depth and detail of the budget and presentation.

Motion by Shader, seconded by Kirwin, and carried a **(3-0-2 vote, Wanke and Yamaguchi absent), to set the public hearing for budget adoption as June 6, 2023, as recommended.**

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Shader inquired about exploring the possibility of a dog park in the City.

Mayor Smith expressed support for a dog park. He expressed appreciation to Staff for all their efforts in preparing and presenting the proposed budget.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:50 p.m. to a regular City Council meeting on Tuesday, June 6, 2023 at 5:30 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

City of Placentia

Check Register

For 01/23/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,959,278.42

Check Totals by ID

AP	1,959,278.42
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,959,278.42

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,352,146.71
117-Measure U Fund (0079)	146,219.42
205-State Gas Tax (0017)	3,977.00
208-Sccssr Agncy Ret Oblg (0054)	49.00
210-Measure M (0018)	9,610.24
211-PEG Fund (0058)	10,230.00
215-Air Quality Management (0019)	2,402.56
225-Asset Seizure (0021)	34,244.66
227-Explorer Grant NOC (0076)	837.44
231-Placentia Reg Nav Cent(0078)	8,800.00
233-Gen Plan Update Fees (0074)	16,002.68
236-Parks & Rec Impact Fees (0063)	163,566.62
243-City Quimby In Lieu Fee (0069)	43,973.22
244-CW Aford House ImpactFee(0068)	4,316.00
247-TOD Sewer Impact Fees (0071)	3,717.89
260-Street Lighting Distrct (0028)	54,462.87
265-Landscape Maintenance (0029)	33,638.39
275-Sewer Maintenance (0048)	3,301.68
280-Misc Grants Fund (0050)	5,233.33
401-City Capital Projects (0033)	23,793.31
501-Refuse Administration (0037)	329.20
601-Employee Health & Wlfre (0039)	769.19
605-Risk Management (0040)	31,266.01
701-Special Deposits (0044)	6,391.00

Check Total: 1,959,278.42

**1.c.
Jan 23, 2024**

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 01/18/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMSON POLICE V007539	LAUNCHING CARTRIDGES	103041-6301 Special Department Expenses	AP010824	250.65	INV406942		00129684	01/11/2024
					Check Total:	250.65			
MW OH	ADMINSURE V004980	NOV WC ADMINISTRATION	404580-6025 Third Party Administration	AP010824	5,772.00	16617	P13104	00129685	01/11/2024
					Check Total:	5,772.00			
MW OH	AED INSTITUTE OF AMERICA V011019	2024 AED ANNUAL MAINTENANCE	103040-6055 Medical Services	AP010824	1,800.00	8010324P2		00129686	01/11/2024
					Check Total:	1,800.00			
MW OH	AFTERMATH SERVICES LLC V009949	12/15 BIO-HAZARD CLEANING SVS	103043-6099 Professional Services	AP010824	400.00	JC2023-7038		00129687	01/11/2024
					Check Total:	400.00			
MW OH	AIRGAP LABS LLC V012533	PAGING SYSTEM	103066-6301 Special Department Expenses	AP010824	2,970.00	212207	P13246	00129688	01/11/2024
					Check Total:	2,970.00			
MW OH	AIRGAS USA V004871	WELDING SUPPLIES	103658-6137 Repair Maint/Equipment	AP010824	1,741.40	9144116862		00129689	01/11/2024
MW OH	AIRGAS USA V004871	WELDING SUPPLIES	103658-6137 Repair Maint/Equipment	AP010824	76.06	9144387562		00129689	01/11/2024
					Check Total:	1,817.46			
MW OH	ALL CITY MANAGEMENT V000005	10/29-11/11 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP010824	3,988.44	89121	P12977	00129690	01/11/2024
MW OH	ALL CITY MANAGEMENT V000005	11/12-11/25 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP010824	1,975.76	89458	P12977	00129690	01/11/2024
					Check Total:	5,964.20			
MW OH	ALTA LANGUAGE SERVICES V010194	LISTENING/SPEAKING TESTS	101512-6099 Professional Services	AP010824	110.00	IS687116		00129691	01/11/2024

City of Placentia
Check Register
For 01/18/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	110.00				
MW OH	AMTECH ELEVATOR V012616	NOV ELEVATOR MAINTENANCE SVS	03654-6290 Dept. Contract Services	AP010824	356.00	151401387148	P13013	00129692	01/11/2024
				Check Total:	356.00				
MW OH	ANTHEM LIFE INSURANCE V000046	JAN - SMITH, WARD LIFE INS	395083-5163 Life Insurance Premiums	AP010824	5.00	JANUARY 2024		00129693	01/11/2024
				Check Total:	5.00				
MW OH	ASAD HOLDINGS LLC V012578	NAVIGATION CTR - MURAL INST.	784070-6899 Other Capital Outlay	AP010824	8,800.00	P12944-0005	P13112	00129694	01/11/2024
				Check Total:	8,800.00				
MW OH	ASSOCIATION OF V010659	2024 MEMBERSHIP	101001-6255 Dues & Memberships	AP010824	10,997.74	3597		00129695	01/11/2024
				Check Total:	10,997.74				
MW OH	AT & T V008736	12/13-1/24 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP010824	63.49	DEC 23		00129696	01/11/2024
MW OH	AT & T V008736	12/13-1/24 FD2 INTERNET SVS	109595-6215 Telephone/Internet	AP010824	95.59	FD STA2 DEC		00129696	01/11/2024
				Check Total:	159.08				
MW OH	AT & T MOBILITY V008709	DEC - IPAD INTERNET CHARGES	109595-6215 Telephone/Internet	AP010824	574.97	C12152023		00129697	01/11/2024
				Check Total:	574.97				
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	109595-6215 Telephone/Internet	AP010824	6,740.50	010824		00129698	01/11/2024
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	109595-6215 / 21009-6215 Telephone/Internet	AP010824	14.62	010824		00129698	01/11/2024
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	296561-6215 Telephone/Internet	AP010824	1,388.22	010824		00129698	01/11/2024

**City of Placentia
Check Register
For 01/18/2024**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	8,143.34				
MW OH	AT&T MOBILITY V011025	11/11-12/10 PW INTERNET	109595-6215 Telephone/Internet	AP010824	1,438.70	22378809		00129699	01/11/2024
MW OH	AT&T MOBILITY V011025	11/11-12/10 PW OUTST. INTERNET	109595-6215 Telephone/Internet	AP010824	40.24	22378809		00129699	01/11/2024
MW OH	AT&T MOBILITY V011025	11/11-12/10 CS MOB. DEVICES	109595-6215 Telephone/Internet	AP010824	400.73	22378809		00129699	01/11/2024
MW OH	AT&T MOBILITY V011025	11/11-12/10 ADMIN INTERNET	109595-6215 Telephone/Internet	AP010824	80.48	22378809		00129699	01/11/2024
				Check Total:	1,960.15				
MW OH	AVENU INSIGHTS & V012574	OCT-DEC UTILITY USER TAX	102020-6099 Professional Services	AP010824	4,218.16	INV06-017830	P13116	00129700	01/11/2024
				Check Total:	4,218.16				
MW OH	BIGGS CARDOSA V010461	NOV ENGINEERING SVS	331801-6740 / 331801-6740 Infrastructure - Streets	AP010824	13,962.65	87756	P13072	00129701	01/11/2024
				Check Total:	13,962.65				
MW OH	BLUE SCOPE CONSTRUCTION V012441	DEC CONSTRUCTION SVS	105213-6850 / 105213-6850 Building & Facilities	AP010824	47,752.40	22740-07	P13074	00129702	01/11/2024
				Check Total:	47,752.40				
MW OH	BORDIN SEMMER LLP V012114	LITIGATION FEES	404582-6006 Litigation	AP010824	780.00	3100-0950M		00129703	01/11/2024
				Check Total:	780.00				
MW OH	BUCKNAM INFRASTRUCTURE V012179	NOV - PMP ASSESSMENT	173590-6099 Professional Services	AP010824	3,977.00	382-02.03	P13230	00129704	01/11/2024
				Check Total:	3,977.00				
MW OH	BUTTS, BRAD V002941	DEC FASTRAK REIMBURSEMENT	103040-6301 Special Department Expenses	AP010824	318.15	DECEMBER 23		00129705	01/11/2024

City of Placentia
Check Register
For 01/18/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	318.15				
MW OH	CALIFORNIA DEPARTMENT V012747	EBT THEFT RESTITUTION	0044-2062 Unclaimed Evidence Money	AP010824	2,020.00	V012747		00129706	01/11/2024
				Check Total:	2,020.00				
MW OH	CALIFORNIA YELLOW CAB V003323	NOV SENIOR TRANSPORT SVS	184071-6401 Community Programs	AP010824	9,610.24	11487023	P13106	00129707	01/11/2024
MW OH	CALIFORNIA YELLOW CAB V003323	NOV SENIOR TRANSPORT SVS	194071-6401 Community Programs	AP010824	2,402.56	11487023	P13106	00129707	01/11/2024
				Check Total:	12,012.80				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP010824	327.66	73855798	P13098	00129708	01/11/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP010824	330.81	73857763	P13098	00129708	01/11/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP010824	624.82	73857764	P13098	00129708	01/11/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP010824	336.05	73861188	P13098	00129708	01/11/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP010824	323.47	73863882	P13098	00129708	01/11/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP010824	433.59	73863883	P13098	00129708	01/11/2024
				Check Total:	2,376.40				
MW OH	CARPENTER ROTHANS & V012176	LITIGATION FEES	404582-6006 Litigation	AP010824	658.97	45131		00129709	01/11/2024
MW OH	CARPENTER ROTHANS & V012176	LITIGATION FEES	404582-6006 Litigation	AP010824	1,242.70	45365		00129709	01/11/2024
				Check Total:	1,901.67				
MW OH	CHARTER COMMUNICATIONS	2/22-1/21 PS/EOC INTERNET	109595-6215	AP010824	717.93	0034466122623		00129710	01/11/2024

City of Placentia
Check Register
For 01/18/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	25-1/24 CH FIBER LINE	109595-6215	AP010824	1,166.22	034770012523		00129710	01/11/2024
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	25-1/24 WHITTEN CTR INT.	109595-6215	AP010824	604.31	0347726122523		00129710	01/11/2024
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	26-1/25 PW YARD INTERNET	109595-6215	AP010824	604.31	0347858122623		00129710	01/11/2024
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	16-1/15 NAV CTR INTERNET	109595-6215	AP010824	154.04	0507178121623		00129710	01/11/2024
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	14-1/13 PD FIBER INTERNET	109595-6215	AP010824	619.00	0528002121423		00129710	01/11/2024
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	14-1/13 NEIGHBORHOOD INT.	109595-6215	AP010824	129.99	0619546121423		00129710	01/11/2024
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	12-1/11 BACKS BLDG INTERNET	109595-6215	AP010824	299.98	0629685121223		00129710	01/11/2024
	V004450		Telephone/Internet						
				Check Total:	4,295.78				
MW OH	CHARTER COMMUNICATIONS	21-1/20 BWC INTERNET	109595-6215	AP010824	1,308.60	11980240112212		00129711	01/11/2024
	V012060		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS	31-31 GOMEZ CTR INTERNET	109595-6215	AP010824	191.24	12228860101012		00129711	01/11/2024
	V012060		Telephone/Internet						
				Check Total:	1,499.84				
MW OH	CHARTER COMMUNICATIONS	SABLE UTILITY RELOCATION	109800-6850 / 105213-6850	AP010824	6,760.17	CHTR51885		00129712	01/11/2024
	V012479		Building & Facilities						
				Check Total:	6,760.17				
MW OH	CITY OF ANAHEIM	ANNUAL OCCHMERA FY23/24	103066-6099	AP010824	5,308.00	HZM201842	P13241	00129713	01/11/2024
	V000021		Professional Services						
				Check Total:	5,308.00				
MW OH	CITY OF ANAHEIM	11/16-12/15 SHARED TS ELECTRIC	109595-6330	AP010824	64.38	121323		00129714	01/11/2024

City of Placentia
Check Register
For 01/18/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010186		Electricity						
				Check Total:	64.38				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - BYFIELD	103550-6230 Printing & Binding	AP010824	19.58	ASR0000289		00129715	01/11/2024
				Check Total:	19.58				
MW OH	CLIFF GARTEN STUDIO V012449	ARTIST SVS - GATEWAY MONUMENT	101206-6730 / 101206-6730 Improvements Othr Thn Bldgs	AP010824	166,250.00	2204-05	P13065	00129716	01/11/2024
				Check Total:	166,250.00				
MW OH	CLIFTONLARSONALLEN LL V012348	FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP010824	6,615.00	L231021560	P13138	00129717	01/11/2024
				Check Total:	6,615.00				
MW OH	COSTAR REALTY V012340	DEC REAL ESTATE, PROP. DATA	109595-6999 Other Expenditure	AP010824	567.00	118757230-1	P13206	00129718	01/11/2024
				Check Total:	567.00				
MW OH	COUNTY OF ORANGE V008881	DEC AFIS SERVICES	103040-6290 Dept. Contract Services	AP010824	1,858.00	SH 67176	P12980	00129719	01/11/2024
MW OH	COUNTY OF ORANGE V008881	DEC OCATS CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP010824	1,104.51	SH 67383	P13022	00129719	01/11/2024
				Check Total:	2,962.51				
MW OH	CPOA V004396	DEPARTMENT MEMBERSHIP	103040-6255 Dues & Memberships	AP010824	1,150.00	402910		00129720	01/11/2024
				Check Total:	1,150.00				
MW OH	CSG CONSULTANTS INC V011609	SEP FIRE PLAN CHECK/INSP SVS	102532-6050 Fire Plan Check Services	AP010824	1,040.00	53490	P13268	00129721	01/11/2024
MW OH	CSG CONSULTANTS INC V011609	OCT FIRE PLAN CHECK/INSP SVS	102532-6050 Fire Plan Check Services	AP010824	520.00	53811	P13268	00129721	01/11/2024
				Check Total:	1,560.00				

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MW OH	DAVID VOLZ DESIGN V008863	JUN LANDSCAPE/ARCHITECT SVS	637902-6760 / 637902-6760 Infrastructure - Parks	AP010824	4,495.00	422506	P13265	00129722	01/11/2024
MW OH	DAVID VOLZ DESIGN V008863	JUL LANDSCAPE/ARCHITECT SVS	637902-6760 / 637902-6760 Infrastructure - Parks	AP010824	4,635.00	422550	P13265	00129722	01/11/2024
MW OH	DAVID VOLZ DESIGN V008863	SEP LANDSCAPE/ARCHITECT SVS	637902-6760 / 637902-6760 Infrastructure - Parks	AP010824	5,445.00	422595	P13265	00129722	01/11/2024
Check Total:					14,575.00				
MW OH	DEAN GAZZO ROISTACHER V012744	LITIGATION FEES	404582-6006 Litigation	AP010824	8,312.50	5398		00129723	01/11/2024
MW OH	DEAN GAZZO ROISTACHER V012744	LITIGATION FEES	404582-6006 Litigation	AP010824	3,301.00	5620		00129723	01/11/2024
Check Total:					11,613.50				
MW OH	DELL MARKETING L.P. V000301	ADOBE PRO LICENSES	101523-6136 Software Maintenance	AP010824	1,505.40	10699600203		00129724	01/11/2024
Check Total:					1,505.40				
MW OH	DEMBOSKI, REBECCA V012746	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP010824	100.00	30-23-463		00129725	01/11/2024
Check Total:					100.00				
MW OH	DENNIS GRUBB & V012137	12/1-15 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP010824	4,760.00	002-30131	P12990	00129726	01/11/2024
MW OH	DENNIS GRUBB & V012137	12 16-31 FIRE PLAN CHECK	103066-6290 Dept. Contract Services	AP010824	1,190.00	002-30146	P12990	00129726	01/11/2024
Check Total:					5,950.00				
MW OH	DEPARTMENT OF V010484	WC ADMIN REV. FUND ASSESSMENT	404580-5165 Workers' Compensation Claims	AP010824	299.95	OSIP 71505		00129727	01/11/2024
Check Total:					299.95				
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP010824	232.00	700251		00129728	01/11/2024

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MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP010824	68.00	700251		00129728	01/11/2024
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	101512-6099 Professional Services	AP010824	371.00	700251		00129728	01/11/2024
Check Total:					671.00				
MW OH	DEROTIC EMERGENCY V011295	E1 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	300.00	SO-3954	P13244	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E1 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	1,410.00	SO-3955	P13244	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E1 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	1,265.68	SO-3989	P13244	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E1 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	1,507.49	SO-3993	P13244	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	375.00	SO-4021	P13245	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	2,572.69	SO-4029	P13245	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP010824	1,470.83	SO-4032	P13245	00129729	01/11/2024
MW OH	DEROTIC EMERGENCY V011295	E2 PARTS & SERVICES	103066-6134 Vehicle Repair & Maintenance	AP010824	1,000.84	SO-4065	P13248	00129729	01/11/2024
Check Total:					9,902.53				
MW OH	DLW CONSULTING & V011427	1/1 BACKGROUND SVS	103066-6295 City Admin Services	AP010824	3,600.00	PFLS 2024-01	P12996	00129730	01/11/2024
Check Total:					3,600.00				
MW OH	ENTERPRISE FLEET V003312	DEC LEASE CHARGE	103042-6165 Vehicle Lease	AP010824	7,216.81	FBN4904373	P13005	00129731	01/11/2024
MW OH	ENTERPRISE FLEET	DEC LEASE CHARGE	103041-6165	AP010824	7,216.81	FBN4904373	P13005	00129731	01/11/2024

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	V003312		Vehicle Lease						
				Check Total:	14,433.62				
MW OH	ENVIRONMENTAL MOLD LL V012521	MOLD TEST - POLICE IMPOUND	103654-6301 Special Department Expenses	AP010824	1,150.00	09262023 -2		00129732	01/11/2024
				Check Total:	1,150.00				
MW OH	EVANS GUN WORLD V003336	11/27 RANGE FEES	103043-6162 Range Training	AP010824	315.00	2183		00129733	01/11/2024
MW OH	EVANS GUN WORLD V003336	12/1, 12/21 RANGE FEES	103043-6162 Range Training	AP010824	210.00	2184		00129733	01/11/2024
				Check Total:	525.00				
MW OH	EVERBRIDGE INC V010698	NIXEL 360 SOFTWARE SUBSC.	103041-6136 Software Maintenance	AP010824	8,333.00	M79193		00129734	01/11/2024
				Check Total:	8,333.00				
MW OH	FAIRWAY FORD V000376	CORE CHARGES	103658-6134 Vehicle Repair & Maintenance	AP010824	-108.70	283848		00129735	01/11/2024
MW OH	FAIRWAY FORD V000376	CITY VEHICLE REPAIR	103658-6134 Vehicle Repair & Maintenance	AP010824	724.38	C13804		00129735	01/11/2024
MW OH	FAIRWAY FORD V000376	NOV PLACENTIA VEHICLE PROGRAM	01534-6363 Resident Vehicle Rebate Prog	AP010824	5,000.00	NOV, 2023		00129735	01/11/2024
				Check Total:	5,615.68				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE 12/23 PD 12/29	0010-2196 Garnishments W/H	AP010824	7.73	PR2301026		00129736	01/11/2024
				Check Total:	7.73				
MW OH	GALLS LLC V000438	PD UNIFORMS	103041-6360 Uniforms	AP010824	712.89	026482584		00129737	01/11/2024
				Check Total:	712.89				
MW OH	GEOCON WEST INC	OCT GEOTECHNICAL ENG SVS	105213-6850 / 229999-6850	AP010824	4,854.00	723110065	P13077	00129738	01/11/2024

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	V011765		Building & Facilities						
MW OH	GEOCON WEST INC V011765	OCT GEOTECHNICAL ENG SVS	109800-6850 / 105213-6850 Building & Facilities	AP010824	1,041.00	723110065	P13077	00129738	01/11/2024
MW OH	GEOCON WEST INC V011765	NOV GEOTECHNICAL ENG SVS	105213-6850 / 229999-6850 Building & Facilities	AP010824	1.00	723120077	P13077	00129738	01/11/2024
MW OH	GEOCON WEST INC V011765	NOV GEOTECHNICAL ENG SVS	109800-6850 / 105213-6850 Building & Facilities	AP010824	2,534.00	723120077	P13077	00129738	01/11/2024
Check Total:					8,430.00				
MW OH	GOLDEN STATE V012269	RADIO RENTAL - TAMALE FEST	104073-6299 / 79398-6299 Other Purchased Services	AP010824	490.94	R128336		00129739	01/11/2024
Check Total:					490.94				
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	109595-6335 Water	AP010824	42,719.08	010824		00129740	01/11/2024
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	109595-6335 / 21010-6335 Water	AP010824	123.97	010824		00129740	01/11/2024
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	296561-6335 Water	AP010824	29,210.41	010824		00129740	01/11/2024
Check Total:					72,053.46				
MW OH	GRAVES & KING LLP V012653	LITIGATION FEES	404582-6006 Litigation	AP010824	5,179.50	1032		00129741	01/11/2024
MW OH	GRAVES & KING LLP V012653	LITIGATION FEES	404582-6006 Litigation	AP010824	1,892.00	1067		00129741	01/11/2024
MW OH	GRAVES & KING LLP V012653	LITIGATION FEES	404582-6006 Litigation	AP010824	1,198.50	1231		00129741	01/11/2024
MW OH	GRAVES & KING LLP V012653	LITIGATION FEES	404582-6006 Litigation	AP010824	1,519.00	1520		00129741	01/11/2024
MW OH	GRAVES & KING LLP V012653	LITIGATION FEES	404582-6006 Litigation	AP010824	1,051.50	1651		00129741	01/11/2024

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				Check Total:	10,840.50				
MW OH	GRIFFITH, CHELSIE V012175	PD TRAINING MEAL, MILEAGE	103043-6250 Staff Training	AP010824	176.04	GRIFFITH1424		00129742	01/11/2024
				Check Total:	176.04				
MW OH	GST GOLDEN STAR V009410	TECH/INSTALL - CISCO CATALYST	796302-6364 / 241502-6364 Computer Hardware	AP010824	34,359.85	INV95244	P13258	00129743	01/11/2024
				Check Total:	34,359.85				
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP010824	94.96	HERREN1824		00129744	01/11/2024
				Check Total:	94.96				
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SIGNS	103652-6310 Street Signs	AP010824	500.34	150872		00129745	01/11/2024
				Check Total:	500.34				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP010824	191.68	9151894		00129746	01/11/2024
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP010824	24.33	9168170		00129746	01/11/2024
				Check Total:	216.01				
MW OH	HOUSTON & HARRIS PCS INNOV V010110	INNOV SEWER LINE CLEANING/INSP	484356-6120 R & M/Sewer & Storm Drain	AP010824	3,123.53	23-25750	P13108	00129747	01/11/2024
				Check Total:	3,123.53				
MW OH	I CREATE PROFESSIONALS V012502	10/20 PROFESSIONAL SVS	101512-6001 Management Consulting Services	AP010824	450.00	1031	P13266	00129748	01/11/2024
MW OH	I CREATE PROFESSIONALS V012502	11/07 PROFESSIONAL SVS	101512-6001 Management Consulting Services	AP010824	2,000.00	3320	P13266	00129748	01/11/2024
				Check Total:	2,450.00				
MW OH	IMPERIAL SPRINKLER	SPRINKLER SUPPLIES	104076-6139	AP010824	522.73	0011582355-001	P13272	00129749	01/11/2024

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	V006506		Repair/Maint - Parks & Fields						
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	237.43	0011898255-001	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	1,006.94	0011944661-001	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	234.00	0012066805-001	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	114.56	0012066805-002	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	160.90	0012145809-001	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	1,131.79	0013382704-001	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	325.93	0013397860-001	P13272	00129749	01/11/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104076-6139 Repair/Maint - Parks & Fields	AP010824	105.25	0013398035-001	P13272	00129749	01/11/2024
				Check Total:	3,839.53				
MW OH	INFRASTRUCTURE V012600	NOV PM SERVICES	331801-6740 / 331801-6740 Infrastructure - Streets	AP010824	9,818.11	449	P12987	00129750	01/11/2024
MW OH	INFRASTRUCTURE V012600	NOV PM SERVICES	713101-6750 / 713101-6750 Infrastructure - Sewer	AP010824	3,717.89	449	P12987	00129750	01/11/2024
				Check Total:	13,536.00				
MW OH	INFRASTRUCTURE V011245	NOV PROFESSIONAL SVS	102532-6290 Dept. Contract Services	AP010824	13,397.50	28909	P13167	00129751	01/11/2024
				Check Total:	13,397.50				
MW OH	INTERNATIONAL ACADEMIES V011925	ESMD ACE - ACCREDITATION FEES	101515-6301 Special Department Expenses	AP010824	3,750.00	SIN358954		00129752	01/11/2024

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				Check Total:	3,750.00				
MW OH	JOE BACKFLOW CO. V009867	ANNUAL BACKFLOW TESTING	103654-6290 Dept. Contract Services	AP010824	4,280.00	4035	P13274	00129753	01/11/2024
MW OH	JOE BACKFLOW CO. V009867	REPAIR	103654-6290 Dept. Contract Services	AP010824	650.00	4035	P13274	00129753	01/11/2024
				Check Total:	4,930.00				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0010-2131 Employer PARS/ARS Payable	AP010824	848.40	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0010-2131 Employer PARS/ARS Payable	AP010824	917.81	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0010-2131 Employer PARS/ARS Payable	AP010824	675.90	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0029-2131 Employer PARS/ARS Payable	AP010824	19.44	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0037-2131 Employer PARS/ARS Payable	AP010824	236.52	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0037-2131 Employer PARS/ARS Payable	AP010824	76.49	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0048-2131 Employer PARS/ARS Payable	AP010824	112.36	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0048-2131 Employer PARS/ARS Payable	AP010824	54.63	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0054-2131 Employer PARS/ARS Payable	AP010824	43.71	PR2301026		00129754	01/11/2024
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 12/23 PD 12/29	0054-2131 Employer PARS/ARS Payable	AP010824	4.91	PR2301026		00129754	01/11/2024
				Check Total:	2,990.17				
MW OH	KOA HILLS CONSULTING LLC	1/22-12/8 CONSULTING SVS	102020-6099	AP010824	3,631.25	10284	P13026	00129755	01/11/2024

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	V011519		Professional Services						
MW OH	KOA HILLS CONSULTING LLC V011519	02/11-12/15 CONSULTING SVS	102020-6099 Professional Services	AP010824	1,837.50	10300	P13026	00129755	01/11/2024
MW OH	KOA HILLS CONSULTING LLC V011519	02/19-21 CONSULTING SVS	102020-6099 Professional Services	AP010824	393.75	10327	P13026	00129755	01/11/2024
Check Total:					5,862.50				
MW OH	KOSMONT REALTY CORP V009555	NOV PROFESSIONAL SVS	682534-6099 Professional Services	AP010824	4,316.00	2308.1-004	P13223	00129756	01/11/2024
Check Total:					4,316.00				
MW OH	KOSMONT TRANSACTIONS V011935	NOV PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP010824	2,031.68	2307.6-005	P13139	00129757	01/11/2024
Check Total:					2,031.68				
MW OH	LEGION CONTRACTORS V012614	RETENTION	637902-2046 Retentions Payable	AP010824	-7,841.66	23120813		00129758	01/11/2024
MW OH	LEGION CONTRACTORS V012614	RETENTION	697902-2046 Retentions Payable	AP010824	-2,314.38	23120813		00129758	01/11/2024
MW OH	LEGION CONTRACTORS V012614	RETENTION	797902-2046 Retentions Payable	AP010824	-3,457.96	23120813		00129758	01/11/2024
MW OH	LEGION CONTRACTORS V012614	NOV CONSTRUCTION SVS	697902-6760 / 697902-6760 Infrastructure - Parks	AP010824	46,287.60	23120813	P13007	00129758	01/11/2024
MW OH	LEGION CONTRACTORS V012614	NOV CONSTRUCTION SVS	797902-6760 / 797902-6760 Infrastructure - Parks	AP010824	69,159.12	23120813	P13007	00129758	01/11/2024
MW OH	LEGION CONTRACTORS V012614	NOV CONSTRUCTION SVS	637902-6720 / 637902-6720 Buildings	AP010824	156,833.28	23120813	P13007	00129758	01/11/2024
Check Total:					258,666.00				
MW OH	LETNER ROOFING CO. V012641	DEC CONSTRUCTION SVS	799800-6850 / 24501-6850 Building & Facilities	AP010824	46,158.41	65306	P13085	00129759	01/11/2024
Check Total:					46,158.41				

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MW OH	LIEBERT CASSIDY V000597	2024 ERC MEMBERSHIP	101512-6255 Dues & Memberships	AP010824	900.00	120623		00129760	01/11/2024
Check Total:					900.00				
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - PINA	763041-6360 Uniforms	AP010824	733.60	INV774037		00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	EXPLORER UNIFORMS - ANTIMIE	763041-6360 Uniforms	AP010824	103.84	INV774045		00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - PERRY	103040-6360 Uniforms	AP010824	960.48	INV771873	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MILLSAP	103041-6360 Uniforms	AP010824	504.54	INV772447	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EILEY	103041-6360 Uniforms	AP010824	26.52	INV773185	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - DREW	103041-6360 Uniforms	AP010824	109.28	INV773194	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - SERVIN	103041-6360 Uniforms	AP010824	2,226.52	INV773327	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - RODRIGUEZ	103047-6360 Uniforms	AP010824	309.44	INV773566	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - GOMEZ	103047-6360 Uniforms	AP010824	435.63	INV773588	P13019	00129761	01/11/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MENDOZA	103041-6360 Uniforms	AP010824	45.58	INV773982	P13019	00129761	01/11/2024
Check Total:					5,455.43				
MW OH	LOENGREEN INC V012515	NOV CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP010824	111,076.72	LCV1035	P13105	00129762	01/11/2024
MW OH	LOENGREEN INC V012515	DEC CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP010824	126,255.00	LCV1036	P13105	00129762	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	237,331.72				
MW OH	LOS ALTOS TROPHY CO V000584	EMPLOYEE PLAQUES - AWARDS	109595-6301 / 239501-6301 Special Department Expenses	AP010824	481.29	94203		00129763	01/11/2024
				Check Total:	481.29				
MW OH	LSA ASSOCIATES INC. V000604	NOV CEQA DOCUMENTATION - TOD	742531-6099 Professional Services	AP010824	16,002.68	191150	P13159	00129764	01/11/2024
				Check Total:	16,002.68				
MW OH	LUKE, BRADY V010674	12/15 LET'S DANCE ENTERTAINER	104071-6299 Other Purchased Services	AP010824	200.00	5901		00129765	01/11/2024
				Check Total:	200.00				
MW OH	MARTINEZ, JOHN V010060	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP010824	94.96	MARTINEZ1824		00129766	01/11/2024
				Check Total:	94.96				
MW OH	MILLER MENDEL INC V012474	ESOPH CREDIT REPORTS	103040-6299 Other Purchased Services	AP010824	4.50	5117		00129767	01/11/2024
MW OH	MILLER MENDEL INC V012474	ESOPH FAX UNITS	103040-6299 Other Purchased Services	AP010824	7.15	5364		00129767	01/11/2024
				Check Total:	11.65				
MW OH	MOTOROLA SOLUTIONS V009892	EV CONVERT APX6500 RADIOS	213041-6840 Machinery & Equipment	AP010824	34,244.66	8281717618	P13040	00129768	01/11/2024
				Check Total:	34,244.66				
MW OH	MUNICIPAL EMERGENCY V011423	PERSONAL PROTECTIVE EQUIPMENT	03066-6361 Personal Protection Equipment	AP010824	4,552.18	IN1961206	P12988	00129769	01/11/2024
				Check Total:	4,552.18				
MW OH	MURILLO, KRISTLE V012666	CIRA TRAINING EXP. -K. MURILLO	404500-6245 Meetings & Conferences	AP010824	58.39	010824		00129770	01/11/2024
				Check Total:	58.39				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	107.74	112623		00129771	01/11/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	122.82	113159		00129771	01/11/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	114.90	114667		00129771	01/11/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	47.37	847729		00129771	01/11/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	350.06	847732		00129771	01/11/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	123.29	849937		00129771	01/11/2024
MW OH	NAPA AUTO PARTS V011456	VEHICLE MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP010824	62.44	853176		00129771	01/11/2024
Check Total:					928.62				
MW OH	NATIONAL BUSINESS V000669	OFFICE CHAIRS - MAYOR OFFICE	109595-6999 Other Expenditure	AP010824	4,023.41	MK596805	P13275	00129772	01/11/2024
Check Total:					4,023.41				
MW OH	NIETO AND SONS TRUCKING V012745	EMERGENCY SVS- GASOLINE TANK	103658-6137 Repair Maint/Equipment	AP010824	1,816.50	96200		00129773	01/11/2024
Check Total:					1,816.50				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP010824	11.96	70371		00129774	01/11/2024
Check Total:					11.96				
MW OH	ORANGE CENTRAL KOREAN V012579	NOCT-DEC SENIOR CTR CLASSES	104079-6301 Special Department Expenses	AP010824	844.38	12192023		00129775	01/11/2024
Check Total:					844.38				
MW OH	ORANGE COUNTY	OCEA PE 12/23 PD 12/29	0010-2176	AP010824	473.49	PR2301026		00129776	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE 12/23 PD 12/29	0029-2176 PCEA/OCEA Assoc Dues	AP010824	9.19	PR2301026		00129776	01/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 12/23 PD 12/29	0033-2176 PCEA/OCEA Assoc Dues	AP010824	11.55	PR2301026		00129776	01/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 12/23 PD 12/29	0037-2176 PCEA/OCEA Assoc Dues	AP010824	14.90	PR2301026		00129776	01/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 12/23 PD 12/29	0048-2176 PCEA/OCEA Assoc Dues	AP010824	10.27	PR2301026		00129776	01/11/2024
MW OH	ORANGE COUNTY V000699	OCEA PE 12/23 PD 12/29	0054-2176 PCEA/OCEA Assoc Dues	AP010824	0.35	PR2301026		00129776	01/11/2024
Check Total:					519.75				
MW OH	ORANGE COUNTY V007306	NOV '23 - PARKING CITATIONS	0044-2038 Parking Fines	AP010824	3,971.00	123123		00129777	01/11/2024
MW OH	ORANGE COUNTY V007306	Q2 - ANIMAL SHELTER CONST	103045-6130 Repair & Maint/Facilities	AP010824	15,418.90	AC2490034	P13039	00129777	01/11/2024
Check Total:					19,389.90				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP010824	504.20	1020276829		00129778	01/11/2024
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP010824	1,702.88	1020277139		00129778	01/11/2024
Check Total:					2,207.08				
MW OH	PARS V006999	OCT ARS-PARS FEES	395083-6025 Third Party Administration	AP010824	420.72	54482		00129779	01/11/2024
MW OH	PARS V006999	OCT REP-PARS FEES	395083-6025 Third Party Administration	AP010824	343.47	54602		00129779	01/11/2024
Check Total:					764.19				
MW OH	PBK-WLC ARCHITECTS	DEC PSC - ARCHITECT. & ENG SVS	105213-6850 / 105213-6850	AP010824	5,250.00	000000000026	P13047	00129780	01/11/2024

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For 01/18/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012022		Building & Facilities						
				Check Total:	5,250.00				
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 12/23 PD 12/29	0010-2176 PCEA/OCEA Assoc Dues	AP010824	41.00	PR2301026		00129781	01/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 12/23 PD 12/29	0029-2176 PCEA/OCEA Assoc Dues	AP010824	0.79	PR2301026		00129781	01/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 12/23 PD 12/29	0033-2176 PCEA/OCEA Assoc Dues	AP010824	1.00	PR2301026		00129781	01/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 12/23 PD 12/29	0037-2176 PCEA/OCEA Assoc Dues	AP010824	1.29	PR2301026		00129781	01/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 12/23 PD 12/29	0048-2176 PCEA/OCEA Assoc Dues	AP010824	0.89	PR2301026		00129781	01/11/2024
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 12/23 PD 12/29	0054-2176 PCEA/OCEA Assoc Dues	AP010824	0.03	PR2301026		00129781	01/11/2024
				Check Total:	45.00				
MW OH	PCN3 INC V012642	DEC CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP010824	493,050.00	6	P13086	00129782	01/11/2024
				Check Total:	493,050.00				
MW OH	PETE'S ROAD SERVICE INC V000767	FIRE ENGINE # 1 TIRES	103066-6134 Vehicle Repair & Maintenance	AP010824	2,408.84	23-0721937-00	P13225	00129783	01/11/2024
				Check Total:	2,408.84				
MW OH	PLACEWORKS V012423	NOV PROFESSIONAL SVS	509104-6017 / 509104-6017 Special Studies	AP010824	5,083.33	83036	P13054	00129784	01/11/2024
				Check Total:	5,083.33				
MW OH	POWERSTRIDE BATTERY V000785	COBATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP010824	115.32	C69182		00129785	01/11/2024
				Check Total:	115.32				
MW OH	PREMIER FIRST RESPONDER	12/13 OFFICER THERAPY SERVICES	503040-6301 / 233004-6301	AP010824	150.00	1389		00129786	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011754		Special Department Expenses						
				Check Total:	150.00				
MW OH	PSYCHOLOGICAL V009259	DEC PRE-EMPL PSYCH EVALUATION	01512-6099 Professional Services	AP010824	462.00	526892		00129787	01/11/2024
				Check Total:	462.00				
MW OH	RED 88 MEDIA LLC V012180	2/21-3/21 BROADCASTING SVS	581573-6290 Dept. Contract Services	AP010824	1,485.00	23-1025-0012	P13151	00129788	01/11/2024
MW OH	RED 88 MEDIA LLC V012180	4/4-18 BROADCASTING SVS	581573-6290 Dept. Contract Services	AP010824	2,607.00	23-1025-0013	P13151	00129788	01/11/2024
MW OH	RED 88 MEDIA LLC V012180	5/2-16 BROADCASTING SVS	581573-6290 Dept. Contract Services	AP010824	2,046.00	23-1025-0014	P13151	00129788	01/11/2024
MW OH	RED 88 MEDIA LLC V012180	6/6-20 BROADCASTING SVS	581573-6290 Dept. Contract Services	AP010824	2,046.00	23-1025-0015	P13151	00129788	01/11/2024
MW OH	RED 88 MEDIA LLC V012180	11/7-21 BROADCASTING SVS	581573-6290 Dept. Contract Services	AP010824	2,046.00	23-1025-0019	P13151	00129788	01/11/2024
				Check Total:	10,230.00				
MW OH	SAGECREST PLANNING AND V010576	SEP CONSULTING SVS	102532-6290 Dept. Contract Services	AP010824	15,250.00	4366	P13168	00129789	01/11/2024
MW OH	SAGECREST PLANNING AND V010576	NOV CONSULTING SVS	102532-6290 Dept. Contract Services	AP010824	3,250.00	4406	P13168	00129789	01/11/2024
MW OH	SAGECREST PLANNING AND V010576	NOV CONSULTING SVS	102532-6290 Dept. Contract Services	AP010824	4,355.89	4469	P13168	00129789	01/11/2024
				Check Total:	22,855.89				
MW OH	SAVAGE TRAINING GROUP V012743	POST TRAINING REG-M. HEREDIA	101515-6250 Staff Training	AP010824	314.00	2373		00129790	01/11/2024
				Check Total:	314.00				
MW OH	SIG SAUER INC V012732	WEAPON SUPPRESSORS	103043-6162 Range Training	AP010824	2,700.00	5138245	P13267	00129791	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,700.00				
MW OH	SO CAL GAS V000909	NOV-DEC GAS CHARGES	109595-6340 Natural Gas	AP010824	1,749.28	010824		00129792	01/11/2024
				Check Total:	1,749.28				
MW OH	SOUTH COAST AQMD V001190	PERMIT FEE -STORM WATER PUMP	103654-6257 Licenses & Permits	AP010824	504.91	4261729		00129793	01/11/2024
MW OH	SOUTH COAST AQMD V001190	FY23-24 EMISSIONS FEE	103654-6257 Licenses & Permits	AP010824	160.35	4264816		00129793	01/11/2024
				Check Total:	665.26				
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP010824	95.10	010824		00129794	01/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	286560-6330 Electricity	AP010824	54,462.87	010824		00129794	01/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	296561-6330 Electricity	AP010824	3,010.34	010824		00129794	01/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	109595-6330 Electricity	AP010824	35,235.93	010824		00129794	01/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP010824	542.81	010824		00129794	01/11/2024
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP010824	196.58	010824		00129794	01/11/2024
				Check Total:	93,543.63				
MW OH	STAPLES V012119	OFFICE CHAIRS	109595-6999 Other Expenditure	AP010824	342.37	8069628874		00129795	01/11/2024
				Check Total:	342.37				
MW OH	TANGO TANGO INC V011054	Q1 DETECTIVE RADIO INTEGRATION	03042-6290 Dept. Contract Services	AP010824	645.00	2526		00129796	01/11/2024
				Check Total:	645.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TEAM ONE MANAGEMENT V010070	DEC PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP010824	7,231.25	9219286646	P13060	00129797	01/11/2024
					Check Total:	7,231.25			
MW OH	THE SAUCE CREATIVE V007476	COROPLAST SIGN - TAMALE FEST	104073-6230 Printing & Binding	AP010824	1,095.31	6561		00129798	01/11/2024
					Check Total:	1,095.31			
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP010824	108.73	70363		00129799	01/11/2024
					Check Total:	108.73			
MW OH	THOMSON REUTERS - WEST	DEC PD SOFTWARE SVS	103042-6290 Dept. Contract Services	AP010824	389.57	849516711		00129800	01/11/2024
					Check Total:	389.57			
MW OH	TOTUM CORP V010229	NOV CONST. INSPECTION SVS	105213-6850 / 105213-6850 Building & Facilities	AP010824	24,710.50	206347	P13049	00129801	01/11/2024
MW OH	TOTUM CORP V010229	DEC CONST. INSPECTION SVS	105213-6850 / 105213-6850 Building & Facilities	AP010824	25,040.00	206366	P13049	00129801	01/11/2024
					Check Total:	49,750.50			
MW OH	TOWNSEND PUBLIC AFFAIRS	DEC CONSULTING SVS	101005-6001 Management Consulting Services	AP010824	5,500.00	20851	P12998	00129802	01/11/2024
					Check Total:	5,500.00			
MW OH	TURBO DATA SYSTEMS INC	NOV PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP010824	1,764.28	41645	P13052	00129803	01/11/2024
					Check Total:	1,764.28			
MW OH	UPS V009248	UPS SHIPPING	101512-6325 Postage	AP010824	15.78	000A8D089423		00129804	01/11/2024
					Check Total:	15.78			
MW OH	US BANK PARS #6746022400	PARS PT EE/ER PE12/23 PD12/22	0010-2131	AP010824	1,180.63	PR2301026		00129805	01/11/2024

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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 PE12/23 PD12/22	0010-2126 Employee PARS/ARS W/H	AP010824	1,180.63	PR2301026		00129805	01/11/2024
				Check Total:	2,361.26				
MW OH	VERIZON WIRELESS V008735	11/21-12/20 PD DEVICES INT.	109595-6215 Telephone/Internet	AP010824	3,720.12	9952237592		00129806	01/11/2024
MW OH	VERIZON WIRELESS V008735	11/21-12/20 IPAD CHARGES	109595-6215 Telephone/Internet	AP010824	116.78	9952237594		00129806	01/11/2024
MW OH	VERIZON WIRELESS V008735	11/21-12/20 COUNCIL IPAD INT.	109595-6215 Telephone/Internet	AP010824	180.87	9952237595		00129806	01/11/2024
				Check Total:	4,017.77				
MW OH	WELLS FARGO VENDOR FIN V010076	12/15-1/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP010824	188.36	5027699239	P13103	00129807	01/11/2024
MW OH	WELLS FARGO VENDOR FIN V010076	12/15-1/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP010824	255.57	5027699240	P13103	00129807	01/11/2024
MW OH	WELLS FARGO VENDOR FIN V010076	12/15-1/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP010824	70.69	5027699241	P13103	00129807	01/11/2024
MW OH	WELLS FARGO VENDOR FIN V010076	12/15-1/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP010824	79.39	5027699242	P13103	00129807	01/11/2024
MW OH	WELLS FARGO VENDOR FIN V010076	12/15-1/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP010824	219.89	5027699243	P13103	00129807	01/11/2024
MW OH	WELLS FARGO VENDOR FIN V010076	12/15-1/14 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP010824	5,216.89	5027699244	P13103	00129807	01/11/2024
				Check Total:	6,030.79				
MW OH	YORBA LINDA WATER V001148	NOV-DEC WATER CHARGES	109595-6335 Water	AP010824	3,903.71	010824		00129808	01/11/2024
				Check Total:	3,903.71				
				Type Total:	1,959,278.42				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 2,521,096.73

Check Totals by ID

AP	2,521,096.73
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 2,521,096.73

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	1,300,396.29
208-Sccssr Agency Ret Oblg (0054)	857,462.41
227-Explorer Grant NOC (0076)	425.09
231-Placentia Reg Nav Cent(0078)	9,036.63
265-Landscape Maintenance (0029)	4,911.11
275-Sewer Maintenance (0048)	19,903.62
401-City Capital Projects (0033)	15,617.82
501-Refuse Administration (0037)	14,574.39
601-Employee Health & Wlfre (0039)	290,582.86
605-Risk Management (0040)	8,186.51

Check Total: 2,521,096.73

ACH Payroll Direct Deposit for 01/12/2024: 617,955.40

Electronic Disbursement Total: 3,139,052.13

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

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MW OH	AMERICAN FIDELITY V010011	FSA PE 11/11 PD 11/17	0010-2188 Health Care SSA	ACH122123	1,362.14	2178150A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/11 PD 11/17	0037-2188 Health Care SSA	ACH122123	10.57	2178150A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/11 PD 11/17	0048-2188 Health Care SSA	ACH122123	36.35	2178150A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/11 PD 11/17	0054-2188 Health Care SSA	ACH122123	6.41	2178150A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/11 PD 11/17	0010-2190 Dependent Care SSA	ACH122123	233.33	2178150A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/25 PD 12/01	0054-2188 Health Care SSA	ACH122123	6.41	2178151A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/25 PD 12/01	0048-2188 Health Care SSA	ACH122123	36.35	2178151A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/25 PD 12/01	0037-2188 Health Care SSA	ACH122123	10.57	2178151A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/25 PD 12/01	0010-2188 Health Care SSA	ACH122123	1,362.14	2178151A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 11/25 PD 12/01	0010-2190 Dependent Care SSA	ACH122123	233.33	2178151A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 12/9 PD 12/15	0010-2188 Health Care SSA	ACH122123	1,362.14	2178152A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 12/9 PD 12/15	0037-2188 Health Care SSA	ACH122123	10.57	2178152A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 12/9 PD 12/15	0048-2188 Health Care SSA	ACH122123	36.35	2178152A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	FSA PE 12/9 PD 12/15	0054-2188 Health Care SSA	ACH122123	6.41	2178152A		00018204	01/08/2024
MW OH	AMERICAN FIDELITY	FSA PE 12/9 PD 12/15	0010-2190	ACH122123	233.33	2178152A		00018204	01/08/2024

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	V010011		Dependent Care SSA						
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	395000-2187 Voluntary Plan Life	ACH122123	2,359.92	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0010-2155 Per Sec Plan - Opt. Life	ACH122123	-35.50	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0010-2155 Per Sec Plan - Opt. Life	ACH122123	-1.04	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0010-2155 Per Sec Plan - Opt. Life	ACH122123	2,571.93	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0029-2155 Per Sec Plan - Opt. Life	ACH122123	46.80	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0037-2155 Per Sec Plan - Opt. Life	ACH122123	18.00	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0048-2155 Per Sec Plan - Opt. Life	ACH122123	108.33	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#011. PR#012	0054-2155 Per Sec Plan - Opt. Life	ACH122123	9.02	D657712		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0054-2155 Per Sec Plan - Opt. Life	ACH122123	9.02	D667998		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0076-2155 Per Sec Plan - Opt. Life	ACH122123	0.30	D667998		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0048-2155 Per Sec Plan - Opt. Life	ACH122123	106.15	D667998		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0037-2155 Per Sec Plan - Opt. Life	ACH122123	18.00	D667998		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0029-2155 Per Sec Plan - Opt. Life	ACH122123	49.35	D667998		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0010-2155 Per Sec Plan - Opt. Life	ACH122123	2,533.68	D667998		00018204	01/08/2024

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MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	0010-2155 Per Sec Plan - Opt. Life	ACH122123	1.04	D667998		00018204	01/08/2024
MW OH	AMERICAN FIDELITY V010011	PR#024, PR#025	395000-2187 Voluntary Plan Life	ACH122123	2,359.92	D667998		00018204	01/08/2024
Check Total:					15,101.32				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0078-2150 Survivor Benefit Package	ACH122123	0.93	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0010-2140 Employee PERS W/H	ACH122123	126,037.12	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0010-2145 Employee PERS Payback W/H	ACH122123	223.30	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0037-2145 Employee PERS Payback W/H	ACH122123	18.11	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0029-2145 Employee PERS Payback W/H	ACH122123	2.59	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0048-2145 Employee PERS Payback W/H	ACH122123	4.40	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0054-2145 Employee PERS Payback W/H	ACH122123	10.35	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0076-2150 Survivor Benefit Package	ACH122123	0.06	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0054-2150 Survivor Benefit Package	ACH122123	0.40	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0040-2150 Survivor Benefit Package	ACH122123	0.93	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0048-2150 Survivor Benefit Package	ACH122123	3.06	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0029-2150 Survivor Benefit Package	ACH122123	1.04	PR2301022		00018205	01/08/2024

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0037-2150 Survivor Benefit Package	ACH122123	2.09	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0033-2150 Survivor Benefit Package	ACH122123	2.18	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0010-2150 Survivor Benefit Package	ACH122123	146.90	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0078-2140 Employee PERS W/H	ACH122123	706.64	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0076-2140 Employee PERS W/H	ACH122123	18.13	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0054-2140 Employee PERS W/H	ACH122123	393.45	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0040-2140 Employee PERS W/H	ACH122123	836.35	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0048-2140 Employee PERS W/H	ACH122123	2,154.28	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0033-2140 Employee PERS W/H	ACH122123	1,247.77	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0029-2140 Employee PERS W/H	ACH122123	510.32	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0037-2140 Employee PERS W/H	ACH122123	1,545.88	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0048-2195 PERS Uniform	ACH122123	0.59	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0010-2195 PERS Uniform	ACH122123	24.05	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE10/28 PD 11/3	0029-2195 PERS Uniform	ACH122123	0.04	PR2301022		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC	PERS PE10/28 PD 11/3	0078-2195	ACH122123	0.52	PR2301022		00018205	01/08/2024

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	V010053		PERS Uniform						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0010-2195 PERS Uniform	ACH122123	24.02	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0078-2195 PERS Uniform	ACH122123	0.52	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0029-2195 PERS Uniform	ACH122123	0.08	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0048-2195 PERS Uniform	ACH122123	0.58	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0037-2140 Employee PERS W/H	ACH122123	1,460.75	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0040-2140 Employee PERS W/H	ACH122123	836.35	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0048-2140 Employee PERS W/H	ACH122123	2,145.79	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0054-2140 Employee PERS W/H	ACH122123	371.65	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0076-2140 Employee PERS W/H	ACH122123	31.53	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0078-2140 Employee PERS W/H	ACH122123	1,167.88	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0037-2150 Survivor Benefit Package	ACH122123	2.09	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0033-2150 Survivor Benefit Package	ACH122123	2.18	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0076-2150 Survivor Benefit Package	ACH122123	0.06	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0048-2150 Survivor Benefit Package	ACH122123	3.05	PR2301023		00018205	01/08/2024

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0040-2150 Survivor Benefit Package	ACH122123	0.93	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0054-2150 Survivor Benefit Package	ACH122123	0.40	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0054-2145 Employee PERS Payback W/H	ACH122123	10.35	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0037-2145 Employee PERS Payback W/H	ACH122123	18.11	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0048-2145 Employee PERS Payback W/H	ACH122123	4.40	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0010-2145 Employee PERS Payback W/H	ACH122123	223.30	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0029-2140 Employee PERS W/H	ACH122123	529.08	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0029-2145 Employee PERS Payback W/H	ACH122123	2.59	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0033-2140 Employee PERS W/H	ACH122123	1,247.77	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0010-2140 Employee PERS W/H	ACH122123	124,726.23	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0029-2150 Survivor Benefit Package	ACH122123	1.18	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0078-2150 Survivor Benefit Package	ACH122123	0.92	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/11 PD 11/17	0010-2150 Survivor Benefit Package	ACH122123	141.71	PR2301023		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0078-2150 Survivor Benefit Package	ACH122123	0.92	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC	PERS PE 11/25 PD 12/1	0010-2140	ACH122123	124,761.91	PR2301024		00018205	01/08/2024

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	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0010-2145 Employee PERS Payback W/H	ACH122123	223.30	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0048-2145 Employee PERS Payback W/H	ACH122123	4.40	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0029-2145 Employee PERS Payback W/H	ACH122123	2.59	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0054-2145 Employee PERS Payback W/H	ACH122123	10.35	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0054-2150 Survivor Benefit Package	ACH122123	0.40	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0037-2145 Employee PERS Payback W/H	ACH122123	18.11	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0076-2150 Survivor Benefit Package	ACH122123	0.04	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0029-2150 Survivor Benefit Package	ACH122123	1.26	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0040-2150 Survivor Benefit Package	ACH122123	0.93	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0048-2150 Survivor Benefit Package	ACH122123	3.11	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0033-2150 Survivor Benefit Package	ACH122123	2.18	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0037-2150 Survivor Benefit Package	ACH122123	2.09	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0010-2150 Survivor Benefit Package	ACH122123	148.52	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0054-2140 Employee PERS W/H	ACH122123	343.61	PR2301024		00018205	01/08/2024

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0078-2140 Employee PERS W/H	ACH122123	1,167.88	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0076-2140 Employee PERS W/H	ACH122123	31.13	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0040-2140 Employee PERS W/H	ACH122123	836.35	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0048-2140 Employee PERS W/H	ACH122123	2,143.03	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0037-2140 Employee PERS W/H	ACH122123	1,411.66	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0033-2140 Employee PERS W/H	ACH122123	1,247.77	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0029-2140 Employee PERS W/H	ACH122123	538.68	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0029-2195 PERS Uniform	ACH122123	0.16	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0078-2195 PERS Uniform	ACH122123	0.52	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0010-2195 PERS Uniform	ACH122123	23.90	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 11/25 PD 12/1	0048-2195 PERS Uniform	ACH122123	0.62	PR2301024		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0078-2195 PERS Uniform	ACH122123	0.52	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0029-2195 PERS Uniform	ACH122123	0.13	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0010-2195 PERS Uniform	ACH122123	24.17	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC	PERS PE 12/9 PD 12/15	0048-2195	ACH122123	0.38	PR2301025		00018205	01/08/2024

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	V010053		PERS Uniform						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0040-2140 Employee PERS W/H	ACH122123	836.35	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0048-2140 Employee PERS W/H	ACH122123	2,002.40	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0054-2140 Employee PERS W/H	ACH122123	351.50	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0078-2140 Employee PERS W/H	ACH122123	1,167.89	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0076-2140 Employee PERS W/H	ACH122123	86.96	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0010-2150 Survivor Benefit Package	ACH122123	145.54	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0029-2150 Survivor Benefit Package	ACH122123	1.23	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0037-2150 Survivor Benefit Package	ACH122123	2.09	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0033-2150 Survivor Benefit Package	ACH122123	3.11	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0040-2150 Survivor Benefit Package	ACH122123	0.93	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0048-2150 Survivor Benefit Package	ACH122123	2.82	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0076-2150 Survivor Benefit Package	ACH122123	0.12	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0054-2150 Survivor Benefit Package	ACH122123	0.40	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0054-2145 Employee PERS Payback W/H	ACH122123	10.35	PR2301025		00018205	01/08/2024

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0048-2145 Employee PERS Payback W/H	ACH122123	4.40	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0037-2145 Employee PERS Payback W/H	ACH122123	18.11	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0029-2145 Employee PERS Payback W/H	ACH122123	2.59	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0010-2145 Employee PERS Payback W/H	ACH122123	223.30	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0010-2140 Employee PERS W/H	ACH122123	125,697.44	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0029-2140 Employee PERS W/H	ACH122123	534.05	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0033-2140 Employee PERS W/H	ACH122123	1,646.11	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0037-2140 Employee PERS W/H	ACH122123	1,416.69	PR2301025		00018205	01/08/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 12/9 PD 12/15	0078-2150 Survivor Benefit Package	ACH122123	0.93	PR2301025		00018205	01/08/2024
Check Total:					533,950.91				
MW OH	CALIFORNIA STATE V004813	PE 11/25 PD 12/1	0029-2196 Garnishments W/H	ACH122123	9.23	PR2301024		00018206	01/08/2024
MW OH	CALIFORNIA STATE V004813	PE 11/25 PD 12/1	0010-2196 Garnishments W/H	ACH122123	1,388.29	PR2301024		00018206	01/08/2024
MW OH	CALIFORNIA STATE V004813	PE 11/25 PD 12/1	0037-2196 Garnishments W/H	ACH122123	69.23	PR2301024		00018206	01/08/2024
MW OH	CALIFORNIA STATE V004813	PE 11/25 PD 12/1	0048-2196 Garnishments W/H	ACH122123	46.15	PR2301024		00018206	01/08/2024
MW OH	CALIFORNIA STATE V004813	PE 12/9 PD 12/15	0048-2196 Garnishments W/H	ACH122123	46.15	PR2301025		00018206	01/08/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 12/9 PD 12/15	0037-2196 Garnishments W/H	ACH122123	69.23	PR2301025		00018206	01/08/2024
MW OH	CALIFORNIA STATE V004813	PE 12/9 PD 12/15	0010-2196 Garnishments W/H	ACH122123	1,388.29	PR2301025		00018206	01/08/2024
MW OH	CALIFORNIA STATE V004813	PE 12/9 PD 12/15	0029-2196 Garnishments W/H	ACH122123	9.23	PR2301025		00018206	01/08/2024
Check Total:					3,025.80				
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0078-2135 Calif Income Tax W/H	ACH122123	234.29	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0010-2135 Calif Income Tax W/H	ACH122123	44,282.42	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0029-2135 Calif Income Tax W/H	ACH122123	183.18	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0033-2135 Calif Income Tax W/H	ACH122123	482.68	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0048-2135 Calif Income Tax W/H	ACH122123	457.91	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0040-2135 Calif Income Tax W/H	ACH122123	382.78	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0037-2135 Calif Income Tax W/H	ACH122123	457.35	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0054-2135 Calif Income Tax W/H	ACH122123	106.39	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 11/25 12/1	0076-2135 Calif Income Tax W/H	ACH122123	6.78	PR2301024		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0054-2135 Calif Income Tax W/H	ACH122123	126.95	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0076-2135 Calif Income Tax W/H	ACH122123	48.76	PR2301025		00018207	01/08/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0040-2135 Calif Income Tax W/H	ACH122123	382.78	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0033-2135 Calif Income Tax W/H	ACH122123	578.90	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0048-2135 Calif Income Tax W/H	ACH122123	525.58	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0029-2135 Calif Income Tax W/H	ACH122123	186.07	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0010-2135 Calif Income Tax W/H	ACH122123	41,314.31	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0078-2135 Calif Income Tax W/H	ACH122123	310.25	PR2301025		00018207	01/08/2024
MW OH	EMPLOYMENT V010052	PE 12/9 PD 12/15	0037-2135 Calif Income Tax W/H	ACH122123	464.18	PR2301025		00018207	01/08/2024
Check Total:					90,531.56				
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0078-2120 Employer Medicare Payable	ACH122123	60.21	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0010-2125 Employee Social Sec W/H	ACH122123	18.57	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0010-2130 Employer Soc Sec Payable	ACH122123	18.57	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0029-2120 Employer Medicare Payable	ACH122123	97.62	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0033-2120 Employer Medicare Payable	ACH122123	120.00	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0037-2120 Employer Medicare Payable	ACH122123	219.83	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0076-2110 Federal Income Tax W/H	ACH122123	14.47	PR2301024		00018208	01/08/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0054-2110 Federal Income Tax W/H	ACH122123	273.52	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0040-2110 Federal Income Tax W/H	ACH122123	486.95	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0048-2110 Federal Income Tax W/H	ACH122123	1,244.43	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0010-2110 Federal Income Tax W/H	ACH122123	110,398.97	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0029-2110 Federal Income Tax W/H	ACH122123	228.99	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0033-2110 Federal Income Tax W/H	ACH122123	1,337.35	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0037-2110 Federal Income Tax W/H	ACH122123	1,190.59	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0078-2110 Federal Income Tax W/H	ACH122123	675.31	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0078-2115 Employee Medicare W/H	ACH122123	60.21	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0037-2115 Employee Medicare W/H	ACH122123	270.82	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0033-2115 Employee Medicare W/H	ACH122123	120.00	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0029-2115 Employee Medicare W/H	ACH122123	103.44	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0010-2115 Employee Medicare W/H	ACH122123	16,155.81	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0048-2115 Employee Medicare W/H	ACH122123	295.17	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE	FED TAX PE 11/25 PD 12/1	0040-2115	ACH122123	81.82	PR2301024		00018208	01/08/2024

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	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0054-2115 Employee Medicare W/H	ACH122123	71.33	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0076-2115 Employee Medicare W/H	ACH122123	4.44	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0076-2120 Employer Medicare Payable	ACH122123	4.44	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0054-2120 Employer Medicare Payable	ACH122123	60.06	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0040-2120 Employer Medicare Payable	ACH122123	81.82	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0048-2120 Employer Medicare Payable	ACH122123	263.05	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 11/25 PD 12/1	0010-2120 Employer Medicare Payable	ACH122123	14,926.40	PR2301024		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0037-2120 Employer Medicare Payable	ACH122123	133.59	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0048-2120 Employer Medicare Payable	ACH122123	181.58	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0054-2120 Employer Medicare Payable	ACH122123	37.38	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0040-2120 Employer Medicare Payable	ACH122123	81.82	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0076-2115 Employee Medicare W/H	ACH122123	13.21	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0076-2120 Employer Medicare Payable	ACH122123	13.21	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0054-2115 Employee Medicare W/H	ACH122123	46.62	PR2301025		00018208	01/08/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0040-2115 Employee Medicare W/H	ACH122123	81.82	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0048-2115 Employee Medicare W/H	ACH122123	197.54	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0010-2115 Employee Medicare W/H	ACH122123	13,468.44	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0033-2115 Employee Medicare W/H	ACH122123	157.68	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0029-2115 Employee Medicare W/H	ACH122123	61.10	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0037-2115 Employee Medicare W/H	ACH122123	160.34	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0078-2110 Federal Income Tax W/H	ACH122123	853.51	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0078-2115 Employee Medicare W/H	ACH122123	70.98	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0048-2110 Federal Income Tax W/H	ACH122123	1,534.70	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0037-2110 Federal Income Tax W/H	ACH122123	1,057.14	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0033-2110 Federal Income Tax W/H	ACH122123	1,567.42	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0029-2110 Federal Income Tax W/H	ACH122123	277.70	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0010-2110 Federal Income Tax W/H	ACH122123	94,458.52	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0040-2110 Federal Income Tax W/H	ACH122123	486.95	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE	FED TAX PE 12/9 PD 12/15	0076-2110	ACH122123	105.18	PR2301025		00018208	01/08/2024

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	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0054-2110 Federal Income Tax W/H	ACH122123	279.11	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0029-2120 Employer Medicare Payable	ACH122123	58.52	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0010-2120 Employer Medicare Payable	ACH122123	12,650.16	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0078-2120 Employer Medicare Payable	ACH122123	70.98	PR2301025		00018208	01/08/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE 12/9 PD 12/15	0033-2120 Employer Medicare Payable	ACH122123	157.68	PR2301025		00018208	01/08/2024
Check Total:					277,147.07				
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/25 PD 12/01	0010-2170 Deferred Comp Payable - ICMA	ACH122123	9,525.75	PR2301024		00018209	01/08/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE12/9 PD12/15	0010-2170 Deferred Comp Payable - ICMA	ACH122123	9,430.06	PR2301025		00018209	01/08/2024
Check Total:					18,955.81				
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0029-2170 Deferred Comp Payable - ICMA	ACH122123	76.38	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0033-2170 Deferred Comp Payable - ICMA	ACH122123	108.72	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0037-2170 Deferred Comp Payable - ICMA	ACH122123	407.49	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0010-2170 Deferred Comp Payable - ICMA	ACH122123	29,959.87	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0076-2170 Deferred Comp Payable - ICMA	ACH122123	6.04	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387	EE CONTR/ LOANS PR#025	0078-2170	ACH122123	75.00	301387 - PY025		00018210	01/08/2024

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	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0040-2170 Deferred Comp Payable - ICMA	ACH122123	300.00	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0048-2170 Deferred Comp Payable - ICMA	ACH122123	588.00	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0054-2170 Deferred Comp Payable - ICMA	ACH122123	72.28	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#025	0061-2170 Deferred Comp Payable - ICMA	ACH122123	0.00	301387 - PY025		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0061-2170 Deferred Comp Payable - ICMA	ACH122123	0.00	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0048-2170 Deferred Comp Payable - ICMA	ACH122123	588.26	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0029-2170 Deferred Comp Payable - ICMA	ACH122123	84.87	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0054-2170 Deferred Comp Payable - ICMA	ACH122123	61.84	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0040-2170 Deferred Comp Payable - ICMA	ACH122123	300.00	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0037-2170 Deferred Comp Payable - ICMA	ACH122123	389.22	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0076-2170 Deferred Comp Payable - ICMA	ACH122123	4.39	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0078-2170 Deferred Comp Payable - ICMA	ACH122123	75.00	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0033-2170 Deferred Comp Payable - ICMA	ACH122123	108.72	301387-PY024		00018210	01/08/2024
MW OH	MISSION SQUARE 301387 V012394	EE CONTR/ LOANS PR#024	0010-2170 Deferred Comp Payable - ICMA	ACH122123	31,553.18	301387-PY024		00018210	01/08/2024

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				Check Total:	64,759.26				
MW OH	CALIFORNIA PUBLIC V006234	JAN NON-PERS MEDICAL INS PREMI	395000-4715 ISF Health Ins Reimbursement	ACH122123	36,334.54	1E+13		00018211	01/08/2024
MW OH	CALIFORNIA PUBLIC V006234	JAN MEDICAL INS PREMIUM	395000-4715 ISF Health Ins Reimbursement	ACH122123	233,663.77	1E+14		00018211	01/08/2024
MW OH	CALIFORNIA PUBLIC V006234	JAN MEDICAL INS PREMIUM	395083-5161 Health Insurance Premiums	ACH122123	15,864.71	1E+14		00018211	01/08/2024
				Check Total:	285,863.02				
MW OH	LEGAL SHIELD V008104	PR#024, PR#025	0048-2192 Police Legal Services	ACH122123	14.05	21561-DEC		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#024, PR#025	0054-2192 Police Legal Services	ACH122123	1.76	21561-DEC		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#024, PR#025	0010-2192 Police Legal Services	ACH122123	241.27	21561-DEC		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#024, PR#025	0010-2192 Police Legal Services	ACH122123	-0.03	21561-DEC		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#022, PR#023	0010-2192 Police Legal Services	ACH122123	239.14	21561-NOV		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#022, PR#023	0010-2192 Police Legal Services	ACH122123	28.90	21561-NOV		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#022, PR#023	0010-2192 Police Legal Services	ACH122123	-0.03	21561-NOV		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#022, PR#023	0054-2192 Police Legal Services	ACH122123	1.76	21561-NOV		00018212	01/08/2024
MW OH	LEGAL SHIELD V008104	PR#022, PR#023	0048-2192 Police Legal Services	ACH122123	16.18	21561-NOV		00018212	01/08/2024
				Check Total:	543.00				
MW OH	US BANK ST PAUL	SA DEBIT SERVICES PAYMENT	0054-1150	ACH122123	853,878.99	2456913		00018213	01/08/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010025		Cash w/Fiscal Agent						
				Check Total:	853,878.99				
MW OH	WASHINGTON STATE V011597	PE 11/25, PD 12/1	0010-2196 Garnishments W/H	ACH122123	240.00	PR2301024		00018214	01/08/2024
MW OH	WASHINGTON STATE V011597	PE 12/9 PD 12/15	0010-2196 Garnishments W/H	ACH122123	823.09	PR2301025		00018214	01/08/2024
				Check Total:	1,063.09				
MW OH	PLACENTIA POLICE V000839	PPFMA PE12/23 PD12/29	0010-2180 Police Mgmt Assn Dues	ACH011024	1,378.40	PR2301026		00018215	01/11/2024
				Check Total:	1,378.40				
MW OH	PLACENTIA POLICE V003519	PPOA PE12/23 PD12/29	0078-2178 Placentia Police Assoc Dues	ACH011024	44.00	PR2301026		00018216	01/11/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE12/23 PD12/29	0076-2178 Placentia Police Assoc Dues	ACH011024	2.30	PR2301026		00018216	01/11/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE12/23 PD12/29	0010-2178 Placentia Police Assoc Dues	ACH011024	2,994.08	PR2301026		00018216	01/11/2024
				Check Total:	3,040.38				
MW OH	CALIFORNIA PUBLIC V006234	JAN FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	ACH011124	30,851.96	JANUARY24		00018217	01/11/2024
MW OH	CALIFORNIA PUBLIC V006234	JAN FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	ACH011124	812.00	JANUARY24		00018217	01/11/2024
				Check Total:	31,663.96				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE12/23 PR12/29	0010-2196 Garnishments W/H	ACH011124	823.09	PR2301026		00018218	01/11/2024
				Check Total:	823.09				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0010-2195 PERS Uniform	ACH011124	24.20	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC	PERS PE12/23 PR12/29	0048-2195	ACH011124	0.38	PR2301026		00018219	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		PERS Uniform						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0029-2195 PERS Uniform	ACH011124	0.10	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0078-2195 PERS Uniform	ACH011124	0.52	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0078-2150 Survivor Benefit Package	ACH011124	0.92	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0010-2140 Employee PERS W/H	ACH011124	123,822.34	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0024-2140 Employee PERS W/H	ACH011124	0.00	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0010-2145 Employee PERS Payback W/H	ACH011124	223.30	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0054-2150 Survivor Benefit Package	ACH011124	0.40	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0054-2145 Employee PERS Payback W/H	ACH011124	10.35	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0048-2145 Employee PERS Payback W/H	ACH011124	4.40	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0037-2145 Employee PERS Payback W/H	ACH011124	18.11	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0029-2145 Employee PERS Payback W/H	ACH011124	2.59	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0048-2150 Survivor Benefit Package	ACH011124	2.82	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0037-2150 Survivor Benefit Package	ACH011124	2.09	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0040-2150 Survivor Benefit Package	ACH011124	0.93	PR2301026		00018219	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0076-2150 Survivor Benefit Package	ACH011124	0.03	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0029-2150 Survivor Benefit Package	ACH011124	1.21	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0010-2150 Survivor Benefit Package	ACH011124	142.87	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0033-2150 Survivor Benefit Package	ACH011124	3.11	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0076-2140 Employee PERS W/H	ACH011124	9.59	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0078-2140 Employee PERS W/H	ACH011124	1,167.88	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0054-2140 Employee PERS W/H	ACH011124	346.19	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0033-2140 Employee PERS W/H	ACH011124	2,044.44	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0040-2140 Employee PERS W/H	ACH011124	836.35	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0048-2140 Employee PERS W/H	ACH011124	1,996.11	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0029-2140 Employee PERS W/H	ACH011124	527.76	PR2301026		00018219	01/11/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE12/23 PR12/29	0037-2140 Employee PERS W/H	ACH011124	1,412.93	PR2301026		00018219	01/11/2024
Check Total:					132,601.92				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE12/23 PD12/29	0029-2196 Garnishments W/H	ACH011124	9.23	PR2301026		00018220	01/11/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE12/23 PD12/29	0010-2196 Garnishments W/H	ACH011124	1,388.29	PR2301026		00018220	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE12/23 PD12/29	0037-2196 Garnishments W/H	ACH011124	69.23	PR2301026		00018220	01/11/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE12/23 PD12/29	0048-2196 Garnishments W/H	ACH011124	46.15	PR2301026		00018220	01/11/2024
Check Total:					1,512.90				
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0033-2135 Calif Income Tax W/H	ACH011124	823.42	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0040-2135 Calif Income Tax W/H	ACH011124	382.78	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0037-2135 Calif Income Tax W/H	ACH011124	460.61	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0054-2135 Calif Income Tax W/H	ACH011124	123.39	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0048-2135 Calif Income Tax W/H	ACH011124	538.06	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0076-2135 Calif Income Tax W/H	ACH011124	7.75	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0078-2135 Calif Income Tax W/H	ACH011124	239.32	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0010-2135 Calif Income Tax W/H	ACH011124	39,024.75	PR2301026		00018221	01/11/2024
MW OH	EMPLOYMENT V010052	EDD PE12/23 PD12/29	0029-2135 Calif Income Tax W/H	ACH011124	240.38	PR2301026		00018221	01/11/2024
Check Total:					41,840.46				
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0010-2125 Employee Social Sec W/H	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0010-2130 Employer Soc Sec Payable	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE	FED TAX PE12/23 PD12/29	0024-2120	ACH011124	0.00	PR2301026		00018222	01/11/2024

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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 PE12/23 PD12/29	0029-2120 Employer Medicare Payable	ACH011124	65.24	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0037-2120 Employer Medicare Payable	ACH011124	131.64	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0078-2120 Employer Medicare Payable	ACH011124	60.21	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0033-2120 Employer Medicare Payable	ACH011124	195.38	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0061-2110 Federal Income Tax W/H	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0076-2110 Federal Income Tax W/H	ACH011124	12.41	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0050-2110 Federal Income Tax W/H	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0054-2110 Federal Income Tax W/H	ACH011124	269.85	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0040-2110 Federal Income Tax W/H	ACH011124	486.95	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0048-2110 Federal Income Tax W/H	ACH011124	1,550.20	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0024-2110 Federal Income Tax W/H	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0010-2110 Federal Income Tax W/H	ACH011124	88,984.55	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0029-2110 Federal Income Tax W/H	ACH011124	327.65	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0033-2110 Federal Income Tax W/H	ACH011124	2,109.14	PR2301026		00018222	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0037-2110 Federal Income Tax W/H	ACH011124	1,042.39	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0078-2110 Federal Income Tax W/H	ACH011124	686.76	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0078-2115 Employee Medicare W/H	ACH011124	60.21	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0037-2115 Employee Medicare W/H	ACH011124	157.40	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0033-2115 Employee Medicare W/H	ACH011124	195.38	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0029-2115 Employee Medicare W/H	ACH011124	67.73	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0024-2115 Employee Medicare W/H	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0010-2115 Employee Medicare W/H	ACH011124	12,667.09	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0048-2115 Employee Medicare W/H	ACH011124	197.20	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0040-2115 Employee Medicare W/H	ACH011124	81.82	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0054-2115 Employee Medicare W/H	ACH011124	45.17	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0050-2115 Employee Medicare W/H	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0076-2115 Employee Medicare W/H	ACH011124	1.88	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0061-2120 Employer Medicare Payable	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE	FED TAX PE12/23 PD12/29	0061-2115	ACH011124	0.00	PR2301026		00018222	01/11/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0076-2120 Employer Medicare Payable	ACH011124	1.88	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0050-2120 Employer Medicare Payable	ACH011124	0.00	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0054-2120 Employer Medicare Payable	ACH011124	36.31	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0040-2120 Employer Medicare Payable	ACH011124	81.82	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0048-2120 Employer Medicare Payable	ACH011124	181.83	PR2301026		00018222	01/11/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE12/23 PD12/29	0010-2120 Employer Medicare Payable	ACH011124	11,794.18	PR2301026		00018222	01/11/2024
Check Total:					121,492.27				
MW OH	MISSION SQUARE 100091 V012393	401A PE 12/23 PD 12/29	0010-2170 Deferred Comp Payable - ICMA	ACH011124	10,199.65	PR2301026		00018223	01/11/2024
Check Total:					10,199.65				
MW OH	MISSION SQUARE 301387 V012394	PE 12/23 PD 12/29	0010-2170 Deferred Comp Payable - ICMA	ACH011124	30,104.36	301387- PY026		00018224	01/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE 12/23 PD 12/29	0078-2170 Deferred Comp Payable - ICMA	ACH011124	75.00	301387- PY026		00018224	01/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE 12/23 PD 12/29	0037-2170 Deferred Comp Payable - ICMA	ACH011124	407.49	301387- PY026		00018224	01/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE 12/23 PD 12/29	0029-2170 Deferred Comp Payable - ICMA	ACH011124	69.13	301387- PY026		00018224	01/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE 12/23 PD 12/29	0033-2170 Deferred Comp Payable - ICMA	ACH011124	108.73	301387- PY026		00018224	01/11/2024
MW OH	MISSION SQUARE 301387	PE 12/23 PD 12/29	0048-2170	ACH011124	586.88	301387- PY026		00018224	01/11/2024

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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 V012394	PE 12/23 PD 12/29	0054-2170 Deferred Comp Payable - ICMA	ACH011124	72.28	301387- PY026		00018224	01/11/2024
MW OH	MISSION SQUARE 301387 V012394	PE 12/23 PD 12/29	0040-2170 Deferred Comp Payable - ICMA	ACH011124	300.00	301387- PY026		00018224	01/11/2024
Check Total:					31,723.87				
Type Total:					2,521,096.73				
Check Total:					2,521,096.73				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: COMMUNICATIONS AND MARKETING MANAGER

DATE: JANUARY 23, 2024

SUBJECT: **AWARD OF CONTRACT TO RED88MEDIA FOR BROADCASTING OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS**

FISCAL EXPENSE: \$30,000 Annually

IMPACT: BUDGETED: \$40,000 after proposed Mid-Year adjustment (581573-6290)

SUMMARY:

This proposed agreement with Red88Media provides broadcasting services for City Council and Planning Commission Meetings. The Broadcasting Services is currently staffed by one consultant and the consultant is responsible for all the broadcasting of the City Council and Planning Commission meetings. This includes all aspects of managing a 24-hour municipal access television channel, AT&T U-Verse Channel 99 and Spectrum Channel 3 (PCTV). This involves planning, producing, and directing live public meetings in the Council Chambers for all City Council and Planning Commission Meetings in the Council Chambers. This action will award an agreement with Red88Media in the amount of \$30,000 per year.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Red88Media for a three (3) year contract, with the option to extend for an additional two (2) years for the broadcasting of City Council and Planning Commission meetings in the not-to-exceed amount of \$30,000 per year; and
2. Reject all other bids received; and
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 4 and Objective 4.2 of Increasing Community Engagement.

1.d.
Jan 23, 2024

DISCUSSION:

The City initiated a Request for Proposals (RFP) on November 29, 2023, to identify a highly qualified firm to establish a contract for Broadcasting Services for City Council and Planning Commission Meetings. The Request for Proposals was published on PlanetBIDS for approximately five (5) weeks. The Request for Proposals closed on January 4, 2024, and the City received two proposals from Red88Media and REVVIRE LLC.

Proposals were evaluated based on the overall best value to the City based upon quality, service, price, and any other criteria set forth in the RFP, including, but not limited to, the Proposer's ability to meet the requirements, qualifications, and competencies included.

Name of Company	Bid Amount
Red88Media	\$692 per meeting / approximately \$25,000 annually
REVVIRE LLC	\$6,839.04 monthly / \$82,068.48 annually

After reviewing the submitted proposals, Staff recommends moving forward with Red88Media for a 3-year contract with a not-to-exceed amount of \$30,000 per year, with an option to extend for two additional years, to allow for the production of all regular City Council and Planning Commission meetings and any special meetings that may be scheduled throughout the year. Red88Media has performed these duties with the City for two years and has worked with many other local government agencies in a similar capacity. Red88Media has demonstrated that they exhibit the capability, capacity, and experience to perform the work required under the bid solicitation.

Under the Agreement, Red88Media will provide the following services:

- Advise, develop, produce, and record video productions for City Council and Planning Commission Meetings, including lighting, audio levels, presentations, and camera operations.
- Coordinate the uploading of video programs to the City's municipal access channel (PCTV), including scheduling and monitoring playback quality.
- Coordinate and troubleshoot public, education, government channels, and the live web stream feed.
- Make recommendations for any repairs/maintenance of City production equipment, including video cameras, audio, microphones, television monitors, projector, character generator software, computer hardware/software, and other accessories located in the City Council Chambers.
- Specify and request equipment and supplies replacement and upgrades as needed.
- Build on-air graphics as needed.
- Prepare Staff presentations for display during the broadcast.
- Upload and format archived meetings for the website.
- Provide audio/visual support to the City Council Chambers.

- If needed, provide video duplication services of City Council and Planning Commission Meetings to the public, staff, and City Council. Be familiar with the requirements of the California Public Records Act and be able to coordinate with Staff to comply with both public records requests and records retention.
- Organize and maintain video library and digital archives of multiple formats, including the organization of recorded public meetings and historical footage.

FISCAL IMPACT:

The agreement with Red88Media is for the not-to-exceed amount of \$30,000 per year. If the contract is approved, Red88Media will provide these services beginning in February 2024.

Prepared by:



Nicolette Drulias
Communications and Marketing Manager

Reviewed and approved:



Jeannette Ortega
Deputy Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Request for Proposals for Broadcasting City Council and Planning Commission Meetings
2. Professional Services Agreement with Red88Media
3. Red88Media Proposal



PLACENTIA
Rich Heritage, Bright Future

**CITY OF PLACENTIA
REQUEST FOR PROPOSALS**

**BROADCASTING OF
CITY COUNCIL AND PLANNING COMMISSION
MEETINGS**

All Proposals must be received by:

Thursday, January 4, 2024 at 10:00 a.m., PST

Deadline for all questions is **Wednesday, December 13, 2023 at 10:00 a.m., PST**. Please submit written questions related to this Request For Proposals to Nicolette Drulias, Communications and Marketing Manager via email at ndrulias@placentia.org.



**CITY OF PLACENTIA
REQUEST FOR PROPOSALS
BROADCASTING OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS**

NOTICE IS HEREBY GIVEN that the City of Placentia is soliciting Request for Proposals (RFP) from well qualified firms to establish a contract for Broadcasting Services for City Council and Planning Commission Meetings. The successful Proposer shall have the knowledge, expertise, staff, and availability to provide comprehensive technical broadcasting production support in a public sector environment. Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other criteria set out herein including, but not limited, to the Proposer's ability to meet the requirements, qualifications and competencies set out herein.

Firms are solely responsible for ensuring their Proposals are received by the submittal deadline. Proposals should be submitted in PDF format via email and should be in a format allowing easy download and printing by the City. All pages should be 8"x11" only, and easily printable and reproducible. Proposals received after the deadline will not be accepted and considered. Proposals must be received by no later than **10:00 a.m., Pacific Standard Time, on Thursday, January 4, 2024**, via email only to:

Nicolette Drulias
Communications and Marketing Manager
ndrulias@placentia.org
Subject Line: RFP Response for Broadcasting Services

Proposals must be signed by a representative authorized to bind the company. Proposals submitted by facsimile or mail are not acceptable and will not be considered. Proposals are to be submitted via email at the email address stated above.

Failure to comply with the requirements set forth in this RFP may result in disqualification. Submitted Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. Proposals cannot be changed after the submittal deadline. No handwritten notations or corrections will be allowed.

The City reserves the right to reject all Proposals and to waive any minor informalities or irregularities contained in any Proposal. Acceptance of any Proposal submitted pursuant to this RFP shall not constitute any implied intent to enter into a contract.

The contract award, if any, will be made to the Firm who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City of Placentia.

INTRODUCTION

The City of Placentia ("Placentia" or "City") hereby requests Proposals from qualified firms for the live broadcasting of the City Council and Planning Commission Meetings. The City currently outsources its Broadcasting Services with a private company under a Professional Services Agreement and the Agreement is scheduled to expire in February, 2024.

The Broadcasting Services is currently staffed by one consultant and the consultant is responsible for all of the broadcasting of the City Council and Planning Commission meetings. This includes all aspects of managing a 24-hour municipal access television channel, AT&T U-Verse Channel 99 and Spectrum Channel 3 (PCTV). This involves producing and directing live public meetings in the Council Chambers for all City Council and Planning Commission Meetings in the Council Chambers.

City Council Meetings are held the first and third Tuesday of the month at Placentia City Hall's Council Chambers, 401 E. Chapman Avenue in Placentia. Currently, the meetings are recorded and broadcast live. The meetings are also replayed every Tuesdays on the 24-hour municipal access television channel (PCTV). The City has occasional special meetings throughout the year and those are also broadcast and recorded, this includes Placentia Candidates Forum and Special City Council Meetings. The City of Placentia uses Granicus for web streaming of City Council meetings; this process is dependent on an active feed from our equipment. This feed is checked before City Council meetings, with enough time to troubleshoot any issues that may arise. Other preparation measures include updating the character generator slides with date of meeting, agenda titles, Council/Staff names and titles in attendance, PowerPoint presentations in the Chamber and Caucus Room, and video and audio test. At the conclusion of the City Council Meetings, staff shuts down all equipment; and schedules the replay of the City Council Meeting on the 24-hour municipal access television channel.

CITY OVERVIEW

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family-oriented community of approximately 53,000 residents. Incorporated in 1926, Placentia serves an area of approximately 6.7

square miles and has retained the small-town image that has remained since settlers arrived more than 100 years ago.

The City operates and maintains a full range of municipal services, including Police, Fire, Administration, Public Works, Community Services, Finance, and Community Development Departments. Placentia City Hall is currently open from 7:30 a.m. – 6:00 p.m. Monday through Thursday.

SCOPE OF WORK

The Scope of Work for this RFP shall include the following tasks:

1. Production and Technical Tasks

Advise, develop and produce video productions for City Council and Planning Commission Meetings, including lighting, audio levels, presentations, and camera operations.

The following list of scheduled meetings and special events are videotaped and broadcast:

- City Council Regular Meetings: 1st and 3rd Tuesday of the month at 7:00 p.m. Closed Session meetings begin at 5:30 p.m. Meetings are dark in August.
- Special City Council Meetings: As needed, usually held opposite Tuesdays of regular meeting
- Planning Commission: 2nd Tuesday of the month at 6:30 p.m.
- Placentia Candidates Forum: Biannual event typically held in September
- City Council Retreat held annually in the Spring (offsite and audio only is recorded for this meeting)

Meetings are broadcast in the Placentia Council Chamber using City owned equipment. During City Council Meetings, Consultant must arrive at 4:30 p.m. for pre-equipment setup/testing and remain onsite until the conclusion of the City Council Meeting. During Planning Commission Meetings, Consultant must arrive by 5:30 p.m. for pre-equipment setup/testing and remain onsite until the conclusion of the Planning Commission Meeting.

In addition to the listed meetings/special events, the selected Proposer must:

- Make recommendations for any repairs/maintenance of City owned production equipment, including video cameras, audio, microphones,

television monitors, projector, character generator software, computer hardware/software and other accessories located in the City Council Chambers.

- Perform video equipment engineering, equipment networking, and system installation, and develop audio/video equipment specifications.
- Manage and maintain City owned computer hardware/software systems and keep current with software updates.
- Must have requisite knowledge of multiple audio/video formats, audio/video engineering, audio mixers, television lighting, computer graphics, scheduling and playback systems, and web streaming.
- Must have requisite knowledge in Crestron audio/video transmitter, Apple Final Cut Pro, Adobe Photoshop, Broadcast Pix, and Leightronix nexus. These systems are currently installed at Placentia City Hall.
- Coordinate proper file conversion for broadcast systems, computer systems and web-based systems.

2. Administrative Tasks

- Coordinate the uploading of video programs to the City's municipal access channel (PCTV), including scheduling and monitoring of playback quality.
- Coordinate and troubleshoot public, education, and government channels with cable company representatives.
- Coordinate and troubleshoot the live web stream feed with Granicus company representatives.
- Prepare production schedules.
- Specify and request equipment and supplies replacement and upgrades as needed.
- Provide and maintain video and audio archives.

3. Support Services

- Provide audio/visual support to the City Council Chambers.
- If needed, provide video duplication services of City Council and Planning Commission Meetings to the public, staff and City Council. Be familiar with the requirements of the California Public Records Act and be able to coordinate with Staff to comply with both public records requests and records retention.
- Organize and maintain video library and digital archives of multiple formats, including the organization of recorded public meetings and historical footage.

CONTENTS OF PROPOSAL

The following should be submitted with your Proposal.

Transmittal Letter: This letter will summarize (in a brief and concise manner) the firm's understanding of the scope of work. The transmittal letter must be signed by an officer of the firm authorized to do so. Also include contact information for: (1) the person responsible for answering questions regarding this Proposal, (2) the person responsible for contract negotiation, and (3) the signer.

Company Information: This section provides each Firm with the opportunity to demonstrate how its history, organization, and related experience differentiate it. Any additional information, which the firm considers pertinent, may be included in a brief and concise manner.

Key Personnel: This section must provide identification of all key personnel who will be working during this contract period and indicate the functions that each will perform. Please distinguish if the key personnel are employees of the firm or retained sub-firms. Include person's name, title, phone number, and email address.

References: At a minimum, provide contact information for three (3) references, at least two (2) of which are municipal or governmental agencies; including the name, contact person's name, title, address, telephone number, and email address. For each reference, provide a summary overview of scope of work including budget and timelines.

Project Fee: Provide an estimate of the fee with a not-to-exceed amount for accomplishing the tasks listed in the scope of work, with an hourly rate or a flat fee per meeting.

INQUIRIES

Requests from interested firms for additional information or interpretation of the information included in the RFP should be directed in writing to the following individual by no later than **10:00 a.m., PST, on Wednesday, December 13, 2023.**

Nicolette Drulias
Communications and Marketing Manager
Email: ndrulias@placentia.org

A written response to inquiries will be posted on the City's website by Thursday, December 14, 2023 at 2:00 p.m. under this RFP via the PlanetBids web portal.

SCHEDULE FOR SELECTION AND AWARD

All dates shown are tentative and subject to change. The City will make every effort to adhere to the dates shown below. Advance notice of any changes to the schedule will be given to any firm that has submitted a response to this RFP by the deadline.

Provided below is the anticipated timeline to be followed for this RFP process:

1. Release of RFP.....November 29, 2023
2. Written Questions Due Date.....December 13, 2023
3. RFP Due Date.....January 4, 2024
4. Evaluation of RFP Submittals.....January 8, 2024
5. Notice of Selection..... January 9, 2024
6. Project Commences.....January 22, 2024

EVALUATION CRITERIA

An Evaluation Committee will be established, composed of City staff. The City's Evaluation Committee will evaluate all Proposals received in accordance with the firm's technical experience in performing work of a closely similar nature; cost of services; results of reference checks; clear understanding of the services; and strength and stability of the firm. Interviews with prospective Firms may be scheduled during this evaluation period.

SELECTED FIRM

1. An Agreement with the selected Firm will be negotiated by the Office of the City Administrator. The City shall require the Firm to bind itself to the City's Professional Services Agreement (see Attachment "A") and will be scheduled for a two-year term with an option for a two-year extension term.

2. Selection of a Firm's Proposal does not mean that all aspects of the Proposal are acceptable to the City of Placentia. The City retains the right to modify the terms and conditions in the Proposal or reject terms and conditions proposed by the selected Firm prior to the execution of an Agreement with the City, which the City, in its sole discretion, deems necessary to ensure a satisfactory procurement. The City may, by written notice stating the extent and effective date, cancel and/or terminate any order resulting from this RFP for cause in whole or in part, at any time.

3. The final Agreement will incorporate the RFP, the selected Firm's Proposal and all modifications and clarifications that are submitted at the request of the City of Placentia during the evaluation and negotiation process. The RFP, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful Proposal of the selected Firm shall be binding.

4. No cost chargeable to the proposed Agreement may be incurred before the selected Firm has received a fully executed Agreement.

SPECIAL CONDITIONS

A. Reservations. This RFP does not commit the City of Placentia to award a contract, to defray any costs incurred in the preparation of a Proposal pursuant to this RFP, or to procure or contract for work. No payment of any kind will be provided to the Firm responding to this RFP, or parties they represent, for obtaining any of the information solicited.

B. Public Records. All Proposals submitted in response to this RFP become the property of the City of Placentia. Information in the Proposal, unless specified as trade protected, may be subject to public review. Any information contained in the Proposal that is proprietary must be clearly designated. Marking the entire Proposal as proprietary will be neither accepted nor honored. Proprietary information submitted in response to this RFP will be handled in accordance with the California Public Records Act.

C. Right to Cancel and Amend. The City of Placentia reserves the right to cancel, for any or no reason, in part or in its entirety, this RFP, including but not limited to selection schedule, submittal date, and submittal requirements. If the City of Placentia cancels or revises the RFP, all Firms that have requested to be on the project holder's list will be notified in writing.

D. Additional Information. The City of Placentia reserves the right to request additional information and/or clarification from any or all Firms.

E. Conflict of Interest. Firm covenants that the company, its officers, employees and/or agents presently have no interest, and shall not acquire any interest, direct or indirect, financial, or otherwise, which would conflict in any manner or degree with the performance of the services requested herein by the City of Placentia.

Firm further covenants that, in the performance of any contract or agreement resulting from this RFP, no subcontractor or person having such an interest shall be employed. Firm certifies that to the best of Firm's knowledge, no one who has or will have any financial interest under any contract or agreement resulting from this RFP is an officer or employee of the City of Placentia.

F. Public Information. Firms who respond to this RFP who wish to release information to the public regarding selection, contract award or data provided by the City of Placentia must receive prior written approval from the City before disclosing such information to the public.

G. Independent Contractor. It is expressly agreed by Firm that in the performance of the services solicited by this RFP, Firm and any of its officers, employees and/or agents shall at all times be considered independent contractors and not agents of the City of Placentia.

**REQUEST FOR PROPOSALS
BROADCASTING OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS**

VENDOR APPLICATION FORM

Type of Applicant: New Current Vendor

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Business Mailing Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ Business Telephone: _____

Email: _____

Website: _____

Is your business: (check one)

NON-PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: _____

City of Placentia Business License Number: _____ Expiration Date: _____

(If none, you must obtain a Placentia Business License upon award of contract.)

**REQUEST FOR PROPOSALS
BROADCASTING OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS**

DISCLOSURE OF GOVERNMENT POSITIONS FORM

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Agency	Position	Dates of Employment

ATTACHMENT "A"

CITY OF PLACENTIA PROFESSIONAL SERVICES AGREEMENT WITH _____

THIS AGREEMENT is made and entered into this ____th day of _____, 20__ ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and _____, a California _____ ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide _____, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with Exhibit "A." Consultant's total compensation shall not exceed _____ Dollars (\$____,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 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 timeframe approved by City and with a completion date of _____. The timeframe may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of ___ months, ending on _____, 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 written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

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

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

pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

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

agents, employees, and volunteers.

- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Tel: (____) _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8171
Attn: Damien R. Arrula

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized

subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints, or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior

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

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

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict-of-interest statute. Notwithstanding the above, in no event shall Consultant be required to file Form 700/Statement of Economic Interest with the City and/or the Fair Political Practices Commission as Consultant shall not be making any governmental decisions on behalf of City.

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

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

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

terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

City Administrator

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Red88Media**

THIS AGREEMENT is made and entered into this 23rd day of January 2024 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and RED88MEDIA a California _____ (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide broadcasting services for City Council and Planning Commission meetings, 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 Thirty Thousand Dollars per year (\$30,000), unless authorized herein.

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 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is \$40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$40,000.00.

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 three (3) years, ending on January 23, 2027, with an option to extend for two (2) additional years, 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. Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, 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 "C" and incorporated herein by this reference.

5.4. 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:

Tel: _____
Fax: _____
Attn: _____

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8171
Attn: Damien R. Arrula

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

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of

laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

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

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. 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 officers, officials, agents, employees, and volunteers 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, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 7920.000 *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 7924.510, 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

Jeremy B. Yamaguchi, Mayor

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:

Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Nicolette Drulias, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Name, Title

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Broadcasting of City Council & Planning Commission Meetings

City of Placentia

12.22.23

Prepared for:

Nicolette Drulias
Communications and
Marketing Manager

Contact:

Travis Gray
travisgray@Red88Media.com

600 Parkrose Ave.
Monrovia, CA 91016
www.Red88Media.com

Owner
626.386.8245

The enclosed proposal is being submitted in response to your request for proposal (RFP).

Thank you for giving us the opportunity to share with you some of our work, capabilities and thoughts. It's a passion of ours to partner with civic organizations to make the government process as transparent as possible. The scope presented, as well as the equipment used, is very familiar to us and in-line with our skill sets. We know what it takes to record & stream public meetings and will take each meeting, gavel to gavel, seriously to give the public the chance to see their local government in action.

If any additional information is needed or if I can answer any questions, please let me know. I will be happy to be of assistance. Thank you in advance for your attention.



Travis Gray
Owner

626.386.8245 (Direct)
travisgray@red88media.com

Hello.

We are a story driven

Media Production Firm.

We produce & manage content in order to enlighten and educate through the power of media.



Travis Gray

Owner

Chief Strategist

Travis Gray is the Senior Digital Strategist, Project Manager and founder of Red 88 Media. He oversees and influences the culture of this modern day media and design company. Starting at a young age with a curiosity with taking apart a VCR to utilizing the newest, most sufficient software and apps. He's grown from a young Generation Y'er into an older Millennial as he has evolved with technology and continues to be at the forefront.

He began his career at 17 in a Community Service based Non-Profit. In charge of the day to day functions of running an organization that had restrictions, he adapted with being creative. As Operations Manager at Community Media of the Foothills he worked with various local municipalities and public sector organizations. He produced a monthly news magazine with the City of Monrovia, worked hand in hand with the staff of the Foothill Gold Line developing their digital video content as Executive Producer, and strategized with many entrepreneurs as well as non-profit organizations such as the San Gabriel Valley Economic Partnership.

Today, Travis combines over 20 years of experience in video production and his passion for branding to take a creative approach to every project while doing the research to clearly understand the market base. His days are spent growing Red 88 Media, raising his little boy, and enjoying his chef Wife's R&D projects at home.



Travis Gray

Owner

Chief Strategist

Resume:

Red 88 Media

Owner

Jan. 2015 - Present

PlugOneTwo

Producer / Partner

Jan. 2013 - Jan. 2015

Community Media of the Foothills

Operations Manager

Nov. 2000 - Dec. 2014

Mark Clark

Managing Director/
Sr. Project Manager



Mark brings over 30 years of creative managing in the Media and Communications profession. Ranging from Print Production to Television Production. Mark began his career in the commercial advertising industry working with the top photography studios and photographers in Los Angeles and the country.

Beginning as a camera assistant to managing his own production company that specialized in producing automobile advertising campaigns and most recently Production / Studio Manager of a community television station. This broad and diverse experience gives Mark the necessary knowledge and technical skills to manage all aspects of live television production.

His organizational skills have been described by clients as “downright scary” and his business sense keep budgets and schedules tightly on track. This attention to detail assures the successful completion of the final product on time and on budget.

Mark Clark
Managing Director/
Sr. Project Manager



Resume:

Red 88 Media

Managing Director / Sr. Project Manager

2016 - Present

Community Media of the Foothills

Production Manager / Studio Manager

2009 – 2015

Clark Productions

Principal/Producer, Production Manager and Art Buyer

1994 - 2005

Larger Than Life Productions

General Partner/Producer

1991 - 1994



John Razzetti

Post Production
Technical Director

The Eye. With a mouse in hand and shortcut keys at his disposal, he can cut any lengthy interview into a seamless story. 5 years of timeline magic.



Justin Naranjo

Camera Operator
Technical Director

Jack-of-all-production-trades. Camera operator, technical director and overall expert on set.

Justin is our go to utility guy. 10 years of learning all the new tricks.



Lyn Nakamura

Producer

Lyn makes everyone beautiful. She does hair and make up but also jumps in when an extra hand is needed. She is also our “Look out Observer” when we go flying our drones.

10 years of making us look good.

88

The staff of Red 88 Media have been the trusted partner for consistent, design driven, creative solutions for private and public entities such as: The Cities of Monrovia, Temple City, La Mirada & Placentia, Hedley & Bennett, The Metro Gold Line Foothill Extension, Newport-Mesa Unified School District, Jurupa Community Services District, RossoBlu Restaurant, AARP and various personal brands.

Our experience in live production, video editing, motion graphics and interaction design means you can feel confident knowing that we will deliver inspired work, on time and on budget— every time.

We do this with a world class team of creative thinkers in a fun, friendly and collaborative environment.

“What is your background in Municipal Coverage?”

Red 88 Media sees every relationship as a partnership, collaborating to achieve a mission and reach higher goals. The importance of transparency in local government continues to grow no matter how large or small the city. Giving the residents the opportunity to watch gavel to gavel coverage of each City Council Meeting, regular or special, is vital. We have found that to achieve this, it takes an interest in what’s being discussed in and around the city, to go beyond just “pushing buttons,” and mentally engage in those moments happening in the chamber.

Over the last 20 years, the principle staff has operated municipal meetings in multiple cities, utilizing drastically different technical setups. In Temple City for instance we designed and oversaw the installation of their current council chamber production equipment, while in other cities we used older multi-camera setups which took a level of problem solving at times to even do the most basic coverage. Our ability to adapt to either ongoing issues or to different software comes from our experience and willingness to get the meeting covered no matter what.

Broadcasting these meetings to all the avenues possible to the City is important. The traditional PEG system for sending the video to those who want to watch on a TV is tried and tested. We bring over a decade of experience to PEG broadcast, having acted as General Manager and Technical Director to stations including KGEM-TV in Monrovia. Although in this current climate of technology, even the most tech averse people are searching for other ways to watch a meeting beyond cable. We have implemented a simple interface in Temple City that uses YouTube as a way to reach as many people and devices the way they watch content.

“What about Broadcast & Production?”

Having been on the management team of a progressive Access Channel organization, we bring a unique outlook to the broadcast of Public, Educational, and Government content. The years of experience in this arena allow us to bridge the traditional mindsets together with the contemporary stakeholders in any community. The challenging task of reaching out to a newer generation of viewers whose desires to be educated in community, local government, and the overall “happenings” of their town is a passion that has grown over the time we have spent overseeing PEG systems.

During our years spent operating broadcast systems, our staff has used tape and DVD based systems as well as the server based playout hardware of Leightronix and TelVue, along with being familiar with Tightrope and the newer Cloud based setups. Using these hardware options to schedule a 24hr PBS format Educational channel for over 10 years, while managing Government channels in multiple cities, broadcasting in any form is a strength most companies can't match.

The transition to Red 88 Media allowed for more productions as we set the culture of the new company. We were retained by the Metro Gold Line Construction Authority to continue to be the visual arm of their media campaigns to educate both the communities and industry professionals of the past, present, and future of the Metro Gold Line Light Rail service. Over the years we have interviewed many State and Federal officeholders and managed logistics on shoots as challenging as helicopter flyovers, 3D modeling of new rail stations, and middle of the night B-Roll of construction on a freeway bridge.

We are a team of creative minds who bring different experiences to each issue and scope.

Equipment & Software

DSLR's, ENG, Remote Cameras, Drones

Canon 5D & C200

Panasonic GH6 DVX200, & Cinema EVA1

Blackmagic URSA, Sony PTZ,

DJI Inspire & Mavic Drones

Teleprompter, KinoFlo Lighting, Green Screen

Post Production & Media Software

Over 20 years of Adobe Premiere & Apple Final Cut Pro,

vMix Broadcast Software,

Adobe Photoshop, Illustrator, After Effects, Lightroom

Audio Wireless & Studio

Mackie Sound Mixers, Roland Mixers, Zoom H4N/H6,

Sennheiser Wireless Lavaliers, Boom Mics, Sony SM-58

If we need anything else? We can get it!

If the budget allows of course

Work

Meeting Coverage + Operations

City of Temple City

Biweekly Meeting Coverage, PEG Channel,
+ Web & Event Videos

Bryan Cook | City Manager

9701 Las Tunas Dr., City of Temple City, CA 91780

(626) 285-2171, ext 4110

bcook@templecity.us

Peggy Kuo | City Clerk

9701 Las Tunas Dr., City of Temple City, CA 91780

(626) 285-2171, ext 4130

pkuo@templecity.us

Developed a series to spotlight local events and community highlights...

Watch the series here:
[CommuniTC](#)

...and an award winning story-driven restaurant series.

Watch the series here:
[EatTC](#)

(click images to view)



We turned yearly gatherings into virtual events



Primrose Park



Temple City's State of the City



Summer Concerts

(click images to view)

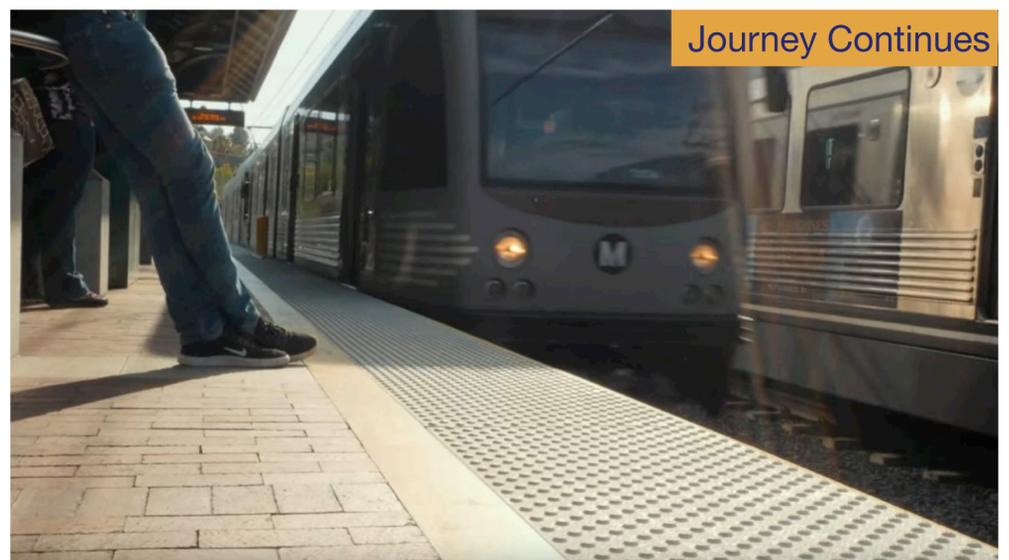
Video

Metro Gold Line Foothill Extension

Web Videos

Lisa Levy Buch | Director, Public Affairs
406 E Huntington Dr, Monrovia, CA 91016
(626) 305-7004
llevybush@foothillgoldline.org

Our video production and graphics work continues to document the recent extension to the **Foothill Gold Line**



(click images to view)

Video

Jurupa Community Services District

Web Videos

Steve Lawson | Director of Parks & Recreation
13820 Schleisman Road, Eastvale, CA 92880
(951) 727-3505
slawson@jcsd.us

Worked with staff to help promote the opening of a new public event venue.

This on-going project will offer video content for their website.



Watch the video here:

[The Desi House Grand Opening & Ribbon Cutting Celebration!](#)

(click image to view)

Video

Newport Beach Junior Lifeguard Program

Web Videos

Mike Ure | Junior Lifeguard Captain
100 A St., Newport Beach, CA
(949) 644-3170
mure@nbfd.net

We partnered to showcase an entire summer of youth education on the sand and in the waves for the Newport Beach Lifeguards



Click the image to watch or to view a playlist here: [NBJG Program Videos](#)

This is what we do!

Red 88 Media was formed from the foundation of informative content, free speech, and transparency. We are passionate about the communities we serve and the relationships we build with our partners. Your Scope of Service is what we have done for years. We consider Municipal, gavel to gavel, coverage the most important element to local government. Each meeting is a direct connection to every stakeholder and we will uphold the importance of every moment of each meeting. Having a broadcast channel is a jewel to every community. We take pride in the years we have spent operating local TV channels and will give that same respect to Placentia.

We bring everything that is needed to fulfill the needs of Placentia's media arm. As you can see from our Work we bring the level of quality of a professional media company and mix that with our knowledge of PEG access. Seems like a good fit.

Establish trust,
educate with clarity,
and **inspire** action.

Fees

1 Video Production of City Council & Planning Commission Meetings Record City Meetings using installed equipment, build on-air graphics if equipment allows, prepare staff presentations for using during broadcast, upload and format archived meetings for the website.	\$692 / per Meeting
2 Cable Channel & Bulletin Board Operations - As Needed Schedule and make adjustments to the bulletin board for the cable channel, including, adding new programs, updating slides, and general maintenance.	\$70 / per hour

Thank you.

**REQUEST FOR PROPOSALS
BROADCASTING OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS**

VENDOR APPLICATION FORM

Type of Applicant: New Current Vendor

Legal Contractual Name of Corporation: Red 88 Media, LLC

Contact Person for Agreement: Travis Gray

Business Mailing Address: 600 Parkrose Ave.

City: Monrovia State: CA Zip Code: 91016

E-Mail Address: travisgray@red88media.com

Phone: 626-386-8245 Fax: _____

Contact Person for Proposals: Travis Gray

Title: Owner Business Telephone: 626-386-8245

Email: travisgray@red88media.com

Website: www.red88media.com

Is your business: (check one)

NON-PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: 47-4987717

City of Placentia Business License Number: _____ Expiration Date: _____

(If none, you must obtain a Placentia Business License upon award of contract.)

**REQUEST FOR PROPOSALS
BROADCASTING OF CITY COUNCIL AND PLANNING COMMISSION MEETINGS**

DISCLOSURE OF GOVERNMENT POSITIONS FORM

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Agency	Position	Dates of Employment
None			



ADDITIONAL REMARKS SCHEDULE

AGENCY TCP Insurance		NAMED INSURED Red88 Media 600 Parkrose Avenue Monrovia CA 91016	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: City of Placentia

ADDRESS: 401 E. Chapman Placentia CA 92870

(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 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.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JANUARY 23, 2024

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO RS CONSTRUCTION & DEVELOPMENT INC., FOR THE CITY HALL ADMINISTRATIVE OFFICE AREA IMPROVEMENT PROJECT, CITY PROJECT NO. 5307**

FISCAL

IMPACT: EXPENSE: \$ 143,990.00 TOTAL CONSTRUCTION COST
\$ 130,900.00 CONSTRUCTION CONTRACT AMOUNT
\$ 13,090.00 CONSTRUCTION CONTINGENCY AMOUNT

AVAILABLE BUDGET: \$ 181,232.06 TOTAL AVAILABLE BUDGET
\$ 180,000.00 GENERAL FUND (109800-6850 J/L105307-6850)
\$ \$1,232.06 MEASURE U FUND (795307-6850 J/L 795307-6850)

SUMMARY:

The 2023-2024 Capital Improvement Program (CIP) Budget includes the City Hall Administration (Admin) Office Area Improvement Project. The proposed tenant improvements and remodel would renovate an open floor plan space that is currently occupied by three (3) cubicles and a free-standing workstation to a more modern space with the construction of three new offices and the minor remodeling of an existing Staff office and the City Council Office.

The City solicited competitive bids for this project on November 16, 2023. On November 27, 2023, Staff conducted a mandatory pre-bid meeting where prospective contractors were invited to visit the administration office area and ask questions related to the project. On January 9, 2024, the City received a total of fifteen (15) bids from interested contractors to construct this project. The low bid received from RS Construction & Development Inc. (RS Construction) was found to be the lowest responsive and responsible bid received. Staff recommends that City Council award a construction contract to RS Construction in the amount of \$130,900.00. In addition to the construction cost, a ten percent (10%) construction contingency amount of \$13,090.00 is being included to cover the cost of any unforeseen conditions that might be found during construction. The total construction cost is \$143,990.00.

RECOMMENDATION:

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

1. Approve the Engineered Plans and Specifications prepared by BOA Architecture for the City Hall Administrative Office Area Improvements Project No. 5307; and

1.e.
Jan 23, 2024

2. Reject the bid proposal for Admin Office Area Improvements submitted by M-RE Construction Inc. as non-responsive; and
3. Approve a Public Works Agreement with RS Construction & Development Inc. for the Admin Office Area Improvements Project in the amount of \$130,900.00; and
4. Reject all other bids received and authorize return of the bid bonds; and
5. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$13,090.00, for a total construction contract not-to-exceed amount of \$143,990.00; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Planning Goal or Objective associated with this item.

DISCUSSION:

The 2023-2024 Capital Improvement Program (CIP) Budget includes the City Hall Administrative Office Area Improvement Project. The proposed tenant improvements and remodel would renovate an open floor plan space that is currently occupied by three (3) cubicles and a fourth workspace to a more modern space with the construction of three new offices and minor remodeling of an existing Staff office and the City Council Office. The scope of work includes installation of new glass and aluminum framed storefront system partitions, removal of existing wood doors and replacing outlets and switches. On November 27, 2023, Staff conducted a mandatory pre-bid meeting where prospective contractors were invited to visit the administration office area and ask questions related to the project.

On January 9, 2024, the City received a total of fifteen (15) bids from contractors to construct this project. The following table provides the total bid amounts received from each contractor:

Contractor	Bid Amount
RS Construction & Development Inc	\$130,900.00
A2Z Construct Inc	\$140,000.00
Casco Contractors	\$141,365.00
New Dimension General Construction, Inc	\$148,200.00
Ambit Construction & Design, Inc	\$155,000.50
Diamond Construction and Design	\$164,403.00

3M Construction Corporation	\$169,460.00
R Dependable Const Inc	\$198,000.00
Construction Masters	\$199,344.00
Triangle DeCon Services, Inc	\$200,000.00
At Your Service Construction & Energy Inc	\$215,000.00
Loengreen, Inc	\$224,000.00
Corner Keystone Construction Corporation	\$238,770.00
All American Building Services	\$257,000.00
M-RE Construction Inc	NON-RESPONSIVE

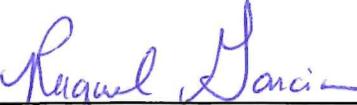
After reviewing the bid proposals, it was determined that M-RE Construction Inc. did not meet the bid solicitation requirements and submitted a non-responsive bid for not including multiple pages of the bid proposal (sheets C-12 thru C-17). In addition, the provided reference information did not adhere to the instructions of providing a name and phone number, the public agency, a similar type of project, therefore a proper reference check could not be properly performed. The incomplete proposal and lack of required information is considered a significant default in the low-bidder's bid documents. The City Council has the right to waive any bid irregularities and to reject all bids submitted pursuant to the California Public Contract Code. Staff recommends rejecting the low bid submitted by M-RE Construction Inc. as a non-responsive bid.

Once it was determined that the apparent low bidder submitted a non-responsive bid, Staff reviewed the next lowest bid submitted by RS Construction. Staff reviewed and analyzed their bid proposal and it was found to be responsive and valid. Based upon RS Construction's reference check and submitted bid, Staff recommends awarding a construction contract to RS Construction for the City Hall Administrative Office Area Improvement Project.

FISCAL IMPACT:

The total construction cost for the Admin Office Area Improvements amounts to 143,990.00. This cost consists of the bid amount submitted by RS Construction in the amount of \$130,900.00 and a construction contingency in the amount of \$13,090.00. A total of \$181,232.06 is available in the FY 2023-24 Capital Improvement Program for the construction of this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



 Raquel Garcia, EIT
 Associate Civil Engineer

Reviewed and approved:



 Chris Tanio, P.E.
 Deputy Director of Public Works/City Engineer

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Agreement with RS Construction & Development Inc.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
ADMIN OFFICE AREA IMPROVEMENTS
CITY PROJECT NO. 5307**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 23rd day of January, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and RS CONSTRUCTION & DEVELOPMENT INC (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of office improvements that comply with all accessibility requirements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean RS Construction & Development Inc a California corporation located at 218 West E Street, Ontario, CA 91762.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified,

neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Hundred Thirty Thousand Nine Hundred Dollars (\$130,900.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall

pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 24, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

RS CONSTRUCTION & DEVELOPMENT INC
ATTN: RICARDO SERNA, PRESIDENT
218 West E Street
Ontario, CA 91762

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts

or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature

of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have

no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default

within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the

Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Chris Tanio, City Engineer

To Contractor: RS Construction & Development Inc.
Attn: Ricardo Serna, President
218 West E Street
Ontario, CA 91762

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to

execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and

conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR



Date: 1-16-2024

Signature
Ricardo Serna / President
Ricardo Serna, President

82-1963599
Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Chris Tanio, Deputy Director of Public Works

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, RS CONSTRUCTION & DEVELOPMENT, INC., as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: Admin Office Area Improvements and all appurtenant work in accordance with PROJECT NO. 5307, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, RS CONSTRUCTION & DEVELOPMENT, INC., as Principal, and PHILADELPHIA INDEMNITY & INSURANCE COMPANY, a corporation organized under the laws of PENNSYLVANIA and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of ONE HUNDRED THIRTY THOUSAND NINE HUNDRED & 00/100 Dollars (\$ 130,900 .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

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

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

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

IN WITNESS THEREOF, we have hereunto set our hands and seals this 11TH day of JANUARY, 2024.

(Corporate Seal)

RS CONSTRUCTION & DEVELOPMENT, INC.
Principal

By  / Ricardo Semg
President
Title

(Corporate Seal)

PHILADELPHIA INDEMNITY INSURANCE COMPANY
Surety

By 
KEVIN EDWARD VEGA
ATTORNEY-in-FACT
Title

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Philip E. Vega, Britton Christiansen, Kevin Edward Vega and Myrna Smith of C&D Bonding Insurance Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

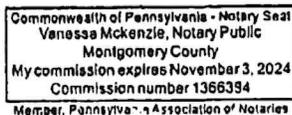
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of January, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
 County of LOS ANGELES }

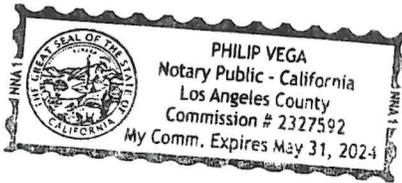
On January 11th, 2024 before me, PHILIP VEGA, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared KEVIN EDWARD VEGA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: _____

(Signature)
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer's Name: _____
 Individual
 Corporate Officer Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Right Thumbprint of Signer
 Top of thumb here

Right Thumbprint of Signer
 Top of thumb here

Signer is Representing:

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

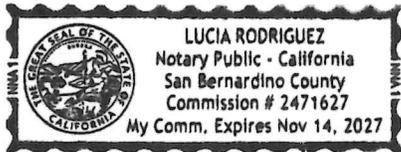
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of San Bernardino }

On January 10, 2024 before me, Lucia Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Serna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucia Rodriguez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian of Conservator Trustee Guardian of Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

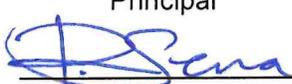
RS Construction & Development Inc

Business Address: 218 West E Street
Ontano CA. 91762

Telephone Number: (909) 920-1144

Date: 1-16-2024

Print Name: Ricardo Sena
Principal

Signature:  / President
Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes ___ No X Telephone 909) 920-1144

CORPORATION: RS Construction & Development Inc

U.S.A. OR ANY AGENCIES THEREOF: N/A

IRS CODE #501 TAX-EXEMPT ORGANIZATION: N/A

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: N/A

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____ (Explain)

Signature/Title: [Signature] / President Date: 1-16-2024

Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the 11TH day of JANUARY, 2024, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)
SURETY
By 
KEVIN EDWARD VEGA, ATTORNEY-in-FACT
534 E. BADILLO ST.
COVINA, CA 91723
ADDRESS

(Seal)
PRINCIPAL
By 
Ricardo Serna/President
218 WEST E. STREET
ONTARIO, CA 91762
ADDRESS

APPROVED:
required from all

Two (2) Notarized Signatures
Corporations.

CITY ATTORNEY

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Philip E. Vega, Britton Christiansen, Kevin Edward Vega and Myrna Smith of C&D Bonding Insurance Services, Inc. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

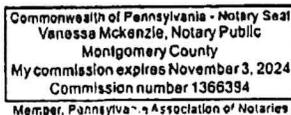
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.



(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public:

Vanessa McKenzie

residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 11th day of January, 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
 } ss.
 County of LOS ANGELES }

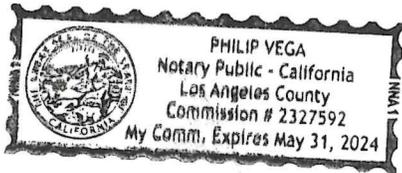
On January 11th, 2024 before me, PHILIP VEGA, NOTARY PUBLIC
Here Insert Name and Title of the Officer

personally appeared KEVIN EDWARD VEGA
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Individual
 Corporate Officer Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer's Name: _____
 Individual
 Corporate Officer Title(s): _____
 Partner - Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Right Thumbprint of Signer
Top of thumb here

Right Thumbprint of Signer
Top of thumb here

Signer is Representing:

Signer is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

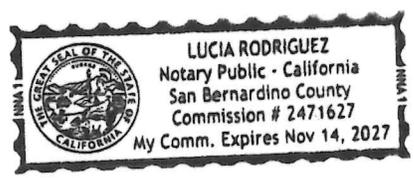
State of California }
County of San Bernardino }

On January 10, 2024 before me, Lucia Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Serna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



Signature Lucia Rodriguez
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

STATEMENT OF NON-COLLUSION BY CONTRACTOR

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

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

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

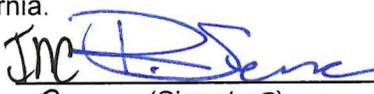
On 1-16-2024 at Ontario California.
Firm RS Construction & Development Inc
Street 218 West E Street
City Ontario State CA Zip 91762

(Signature)
Ricardo Serna / President
(Print Name & Title)

EXHIBIT A

SCOPE OF SERVICES

The project includes providing all labor, materials, equipment, tools and incidentals as required for a complete tenant improvement and remodeling of existing office space area in the Administration Office Area at City Hall. The scope of work includes remodeling approximately 813 square feet of administration office space by providing three new offices and modifying two existing offices with new store front system, with new paint and base to match existing conditions. All work must be performed in accordance with the approved plans and specifications for this project.

SECTION C

PROPOSAL

for the

**ADMIN OFFICE AREA IMPROVEMENTS
CITY PROJECT NO. 5307**

in the

CITY OF PLACENTIA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within **thirty (30)** working days, starting from the date of the Notice to Proceed or liquidated damages of \$500 per workday will be applied.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work and that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the AGENCY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find _____ in the amount of \$ _____ which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	Date Received	Bidder's Signature
# 1	11.30.23	<i>P. Sem</i>
# 2	12.4.23	<i>P. Sem</i>
# 3	1-4.24	<i>P. Sem</i>

**BID SCHEDULE FOR
ADMIN OFFICE AREA IMPROVEMENTS
CITY PROJECT NO. 5307**

BID "A" SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Admin Office Area Improvements project per the complete Contract Documents, including reports, Drawings, Plans and Technical Specifications, for a complete job per the latest City, State and Federal Codes and Standards. (includes all necessary permits needed to complete the job)	1	LS	\$ 117,400	\$ 117,400

TOTAL BID "A" PRICE WRITTEN IN FIGURES: \$ 117,400

TOTAL BID "A" PRICE WRITTEN IN WORDS: one hundred seventeen thousand four hundred dollars

**ADDITIVE BID "B" SCHEDULE
(KITCHEN AND STORAGE CLOSET IMPROVEMENTS)**

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	Demolition and office improvements to the kitchen area and storage closet between the Mayor's Office and Council Chambers per Addendum #3, for a complete job per the latest City, State and Federal Codes and Standards. (includes all necessary permits needed to complete the job)	1	LS	\$ 13,500	\$ 13,500

TOTAL ADDITIVE BID "B" PRICE WRITTEN IN FIGURES: \$ 13,500

TOTAL ADDITIVE BID "B" PRICE WRITTEN IN WORDS: thirteen thousand five hundred dollars

GRAND TOTAL BID "A" + ADDITIVE BID "B" PRICE WRITTEN IN FIGURES:

\$ 130,900

GRAND TOTAL BID "A" + ADDITIVE BID "B" PRICE WRITTEN IN WORDS:

One hundred thirty thousand nine hundred.

NOTE: The GRAND TOTAL BID "A" + ADDITIVE BID "B" PRICE shall be used as the basis of bid in determining the low bid for this project. The City reserves the right to include or remove the kitchen and storage closet improvements that makes up the additive bid schedule.

**NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

State of California

ss.

County of Orange

Ricardo Serna
President, being first duly sworn, deposes and says that he or she is of RS Construction & Development the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid. RS Construction & Development

Ricardo Serna
Name of Bidder


Signature of Bidder

218 West E St. Ontario CA 91762
Address of Bidder

Subscribed and sworn to before me this _____ day of _____, 20__.

See Attached Certificate

NOTARY PUBLIC _____ NOTARY SEAL

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Bernardino }

On January 8, 2024 before me, Lucia Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Ricardo Serna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucia Rodriguez
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian of Conservator

Other: _____

Signer is Representing: _____

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as LA PLACITA PARKETTE IMPROVEMENTS, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

RS Construction & Development Inc
Contractor

Ricardo Serna 
By

President
Title

Date: 1.8.2024

WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

RS Construction & Development Inc
Contractor

Ricardo Serna 
By

President
Title

Date: 1-8-24

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

RS Construction & Development Inc

Bidder Name

218 West E Street

Business Address

Ontario

California

91762

City,

State

Zip

(909) 920-1144

Telephone Number

Ricardo Serna

Contact Name

100053445

Contractor's DIR Public Works Registration Number

1005429 B/A

State Contractor's License No. and Class

7-11-2015

Original Date Issued

10-31-2025

Expiration Date

The work site was inspected by Andres Barrera of our office on Nov. 27th, 2023

The following are persons, firms, and corporations having a principal interest in this proposal:

Ricardo Serna - President / RS Construction & Development Inc.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

RS Construction & Development Inc

Company Name

[Signature]

Signature of Bidder

Ricardo Serna

Printed or Typed Signature

Subscribed and sworn to before me this ___ day of _____, 20__.

See Attached Certificate

NOTARY PUBLIC _____

NOTARY SEAL

Listed below are the names, address and telephone numbers for three public agencies for which the bidder has performed similar work within the past two years:

1. Housing Authority of the County of San Bernardino
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Jesus Medina (909) 890-0644

\$ 156,800 Unit Remodel 12.31.23
Contract Amount Type of Work Date Completed

2. City of Upland
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Richard Smiderle (909) 291-2940

\$ 124,108⁰⁰ Interior Park Remodel 8.15.23
Contract Amount Type of Work Date Completed

3. Rancho Santiago Community College District
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Victor Nuñez (562) 544-0051

\$ 159,700 T.1 Improvements - Building 5 Safety Key Room 9-23-23
Contract Amount Type of Work Date Completed

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California

County of San Bernardino }

On January 8, 2024 before me, Lucia Rodriguez Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Ricardo Cerna
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lucia Rodriguez
Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual Attorney in Fact

Individual Attorney in Fact

Trustee Guardian of Conservator

Trustee Guardian of Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

6 Years

2. What is your firm's Average Gross Revenue for the last three years?

\$ 2,805,312.⁰⁴

3. Is your firm currently the debtor in a bankruptcy case?

Yes

No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/D
Case Number Bankruptcy Court Date Filed

4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes No

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A
Case Number Bankruptcy Court Date Filed

5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes

No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes

No

7. Has your firm ever defaulted on a construction contract?

Yes No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

9. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

10. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

12. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes No

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

15. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

16. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

_____ %

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when one was required?

Yes No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)

Yes No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**DESIGN ENGINEER MAY NOT BID ON
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 8th day of January, 2024 at
218 W. E St. ONTARIO California 91768



Authorized Signature

President

Position

RS Construction & Development Inc

Company

NOTICE OF AFFIRMATIVE ACTION

"NOTICE"

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 8th day of January, 2024 at 218 W E St.
ONTARIO CA. 91762



Authorized Signature

President

Position

RS Construction & Development Inc
Company



CITY OF PLACENTIA

ADMIN OFFICE AREA IMPROVEMENTS CITY PROJECT NO. 5307

DATE: November 30, 2023

SUBJECT: Addendum # 1

ADDENDUM ACKNOWLEDGMENT:

Firm Name: RS Construction & Development Inc

Authorized Signature: 

Date: 1-9-2024

Acknowledgment of Receipt of Addendum # 1 is required by signing.



CITY OF PLACENTIA

ADMIN OFFICE AREA IMPROVEMENTS CITY PROJECT NO. 5307

DATE: December 4, 2023

SUBJECT: Addendum # 2

ADDENDUM ACKNOWLEDGMENT:

Firm Name: RS Construction & Development Inc

Authorized Signature: 

Date: 1-9-2024

Acknowledgment of Receipt of Addendum # 2 is required by signing.



CITY OF PLACENTIA

ADMIN OFFICE AREA IMPROVEMENTS CITY PROJECT NO. 5307

DATE: January 4, 2024

SUBJECT: Addendum # 3

ADDENDUM ACKNOWLEDGMENT:

Firm Name: RS Construction & Development Inc

Authorized Signature: 

Date: 1-9-2024

Acknowledgment of Receipt of Addendum # 3 is required by signing.

EXHIBIT B

SCHEDULE OF PERFORMANCE

All work must be complete within thirty (30) working days from the issuance of the Notice to Proceed.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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

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

PRODUCER Golden Capital Insurance 21800 Burbank Ave., #240 Woodland Hills, CA 91367 Phone: (818) 654-6985 Fax: () -	CONTACT NAME: Mike Shirazi
	PHONE (A/C, No, Ext): (818)654-6985 FAX (A/C, No):
	E-MAIL ADDRESS: service@goldencapitalins.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Palomar Specialty Insurance Company 20338
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

INSURED
 RS CONSTRUCTION & DEVELOPMENT INC

218 West E Street
 Ontario CA 91762-

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	PSIC07013181-01	09/01/2023	09/01/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

CSLB# 1005429
 Project Address: 401 East Chapman Avenue, Placentia CA 92870

A Waiver of subrogation is in favor of the City of Placentia. Endorsement form attached.

CERTIFICATE HOLDER

City of Placentia
 401 East 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

Michael Shirazi

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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

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

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

Specific Waiver: The additional premium for this endorsement shall be 5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Blanket Waiver of Subrogation

Job Description

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

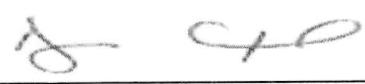
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 09/01/2023
Insured RS Construction &
Development, Inc. dba RS
Construction Services

Policy No.: PSIC07013181 - 01
Insurance Company Palomar Specialty Insurance Company

Endorsement No.:

Countersigned By _____





Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JANUARY 23, 2024

SUBJECT: **APPROVAL OF PLANS & SPECIFICATIONS PREPARED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND AWARD OF CONSTRUCTION CONTRACT TO GUILLS INC., DBA: INTEGRITY LANDSCAPE AND CONCRETE FOR LANDSCAPE RENOVATION AND RELATED SITE IMPROVEMENTS ON STATE ROUTE 57, AND AMENDMENT NO. 3 TO THE COOPERATIVE ART AGREEMENT WITH CALTRANS FOR PUBLIC ART PROJECT NO. 1206**

FISCAL IMPACT:

EXPENSE: \$ 534,395.69	TOTAL CONSTRUCTION CONTRACT AMOUNT
\$ 53,439.57	TOTAL CONSTRUCTION CONTINGENCY AMOUNT
\$ 587,835.26	TOTAL AMOUNT

AVAILABLE BUDGET: \$ 587,835.26 FISCAL YEAR 2023-24 CIP BUDGET (101206-6730)

SUMMARY:

Caltrans has allocated funding to the City for two (2) public art projects located within Caltrans right-of-way in Placentia. With the completion of both public art projects, the City looks to improve the landscape area around one of the art pieces. The City Council previously approved the recommended public art sculpture proposed by Cliff Garten Studios to be placed at the off/on ramp interchange of the 57 Freeway at Orangethorpe Avenue. This construction project will improve the landscape area 0.2 miles north from Miraloma Avenue Undercrossing to Placentia Avenue Undercrossing as well as the on/off ramps at Orangethorpe Avenue. Construction plans for the landscape renovation were prepared by Caltrans and Staff solicited competitive bids from contractors to clear and grub the area and to plant new materials, install hardscape and improve irrigation. Seven (7) bids were received for this work. Guills Inc., was determined to be the lowest responsive and responsible bidder. Amendment No. 3 to the City's Art Cooperative Agreement with Caltrans is presented for Council consideration as well. The proposed amendment increases the maximum allowable reimbursement amount from Caltrans to cover the cost of the landscape renovation project. Caltrans will cover 100% of the cost of this project with no matching contribution required from the City.

RECOMMENDATION:

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

1. Approve the landscape improvement plans prepared by Caltrans and approve a Public Works Agreement with Guills Inc., to landscape and improve the area on Route 57 in the amount of \$534,395.69; and

1.f.
Jan 23, 2024

2. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$53,439.57, for a total construction contract not-to-exceed amount of \$587,835.26; and
3. Adopt Resolution No. R-2024-02, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
4. Authorize the City Administrator to approve Amendment No. 3 to the Cooperative Art Agreement with Caltrans increasing the allowable project reimbursement amount; and
5. Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Planning Goal or Objective associated with this agenda item.

DISCUSSION:

The California State Department of Transportation (Caltrans) allocated \$650,000 to the City for public art displays under the State’s Clean California Program signed into law by the Governor in 2021. This program provides funding Statewide for public right-of-way clean up and beautification efforts along with the installation of public art pieces. In coordination and cooperation with the City, Caltrans is funding the cost to fabricate and install a new gateway monument art piece on State property at the 57 Freeway on/off ramps at Orangethorpe Avenue. In addition, they funded the cost to commission two (2) murals that were painted on the paved slopes beneath the freeway at the Crowther Avenue intersection. The murals were completed in April of last year.

On June 20, 2023, City Council approved the construction of a concrete pedestal for an art piece on Route 57. This pedestal construction and sculpture installation is nearing completion and the landscaped area surrounding the art piece as well as the freeway shoulders up to Placentia Avenue needs to be improved and beautified.

On December 14, 2023, seven (7) bids were received for this project as noted in the table below:

Contractor	Bid Amount
Guills Inc.	\$534,395.69
Superb Engineering	\$544,728.00
Kormex Construction, Inc.	\$578,555.00
SGD Enterprises	\$588,459.12

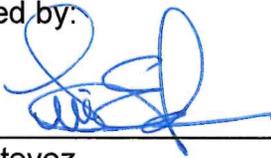
IMR Incorporated	\$608,976.28
Los Angeles Engineering, Inc.	\$1,446,154.00
KASA Construction Inc.	\$1,895,630.00

After reviewing the bid proposals received, it was determined that Guills Inc. dba: Integrity Landscape and Concrete submitted the lowest responsive and responsible bid. Based upon Integrity Landscape and Concrete's reference check and submitted bid, Staff recommends awarding a construction contract to Integrity Landscape and Concrete to improve and landscape the area on Route 57.

FISCAL IMPACT

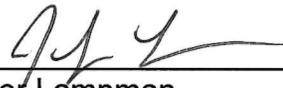
The total construction cost for the clearing, grubbing, and planting, hardscaping, and irrigating amounts to \$534,395.69. This cost consists of the bid amount submitted by Integrity Landscape and Concrete in the amount of \$534,395.69, and a construction contingency in the amount of \$53,439.57. Resolution No. R-2024-02 (Attachment 3) is recommended for approval to appropriate additional funds towards the cost of the project. Funds to cover the cost of the landscape improvements have been budgeted in the FY 2023-24 Capital Improvement Program Budget. Caltrans will cover 100% of the cost of this project and related improvements. The attached Amendment 3 to our Cooperative Art Agreement with Caltrans will increase the maximum allowable reimbursement amount to cover the cost of the landscape improvements. The reimbursement of costs related to the murals and sculpture are already accounted for in the cooperative agreement. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Public Works Agreement with Guills Inc.
2. Amendment No. 3 to Art Cooperative Agreement
3. Budget Amendment Resolution No. R-2024-02

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
LANDSCAPE RENOVATION PROJECT ON ROUTE 57**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 23RD day of January, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Guills Inc. DBA Integrity Landscape and Concrete, (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of landscape renovation project on Route 57; 0.2 mile North of Miraloma Avenue undercrossing to Placentia Ave undercrossing as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean Guills Inc. dba Integrity Landscape and Concrete a (California corporation, partnership, individual) located at 313 E Orange Grove Blvd, #290, Pasadena, CA 91104.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth

in Section 5.2.

- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

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

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

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

immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$40,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Five Hundred thirty-four thousand three hundred ninety-five Dollars and 69/100 (\$ 534,395.69) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the

contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than January 23, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Juan M. Munoz, President of Guills Inc dba Integrity Landscape and Concrete

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be

replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: Luis Estevez

To Contractor:
Guills Inc. DBA Integrity Landscape and Concrete
313 E. Orange Grove Blvd, #290
Pasadena, CA 91104
Attn: Juan M. Munoz
Phone (909) 479-0079

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.
- (b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll>. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the

effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

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

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

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

Agreement.

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR: Guills Inc DBA Integrity Landscape and Concrete

Signature

Date: _____

Name and Title (Juan M. Munoz, President)

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez, Deputy City Administrator

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

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

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

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

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____
to

_____, the undersigned ("Guarantor") has agreed to enter into
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed
by law the following work included in this project: _____ ("the work").

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

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

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

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

Guarantor

Date: _____

Contractor: _____

By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

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

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

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

On _____ at _____ California.

Firm _____

(Signature)

Street _____

(Print Name & Title)

City _____ State _____ Zip _____

EXHIBIT A
SCOPE OF SERVICES

Project No. 1206

EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The

General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("F" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference: Guills Inc DBA Integrity Landscape and Concrete
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 1206

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SECTION C

PROPOSAL

for the

LANDSCAPE RENOVATION PROJECT ON ROUTE 57 0.2 MILE NORTH OF MIRALOMA AVENUE UNDERCROSSING TO PLACENTIA AVENUE UNDERCROSSING

in the

CITY OF PLACENTIA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within thirty (60) working days, starting from the date of the Notice to Proceed or liquidated damages of \$1,000 per day will be applied.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the lump sum price set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the CITY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

Accompanying this PDF proposal of bid, find Bid Bond in the amount of \$ 10% Amount of Bid which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice

Inviting Sealed Bids, payable to the CITY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>

**LANDSCAPE RENOVATION PROJECT ON ROUTE 57
0.2 MILE NORTH OF MIRALOMA AVENUE UNDERCROSSING
TO PLACENTIA AVENUE UNDERCROSSING**

BID SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	6-Month Plant Establishment Period	1	LS	\$ 15,000.00
2.	Clear and Grub all Landscaped Areas within the Project Limits and all Trees Located Within the Onramp area of the 57 Freeway/Orangethorpe Interchange Surrounding the Art Sculpture	1	LS	\$ 25,000.00
3.	Traffic Control and Engineered Traffic Control Plans, Job Signage, and Encroachment Permit Approved by Caltrans	1	LS	\$ 18,000.00
4.	Prepare and Implement SWPPP and Best Practices	1	LS	\$ 3,000.00
5.	Temporary Drainage Inlet Protection	6	EA	\$1,920.00
6.	1" PVC Pipe (Supply Line) (Sched. 40)	3,880	LF	\$29,837.20
7.	1 ¼" PVC Pipe (Supply Line) (Sched. 40)	1,070	LF	\$8,827.50
8.	1 1/2" PVC Pipe (Supply Line) (Sched. 40)	280	LF	\$3,360.00
9.	2" PVC Pipe (Supply Line) (Sched. 40)	300	LF	\$4,800.00
10.	Riser Sprinkler Assembly (Gear Driven)	124	EA	\$ 9,300.00
11.	Pop-Up Sprinkler Assembly (Gear Driven)	9	EA	\$ 805.05
12.	1 ½" Remote Control Valve	10	EA	\$14,000.00

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
13.	Ball Valve	4	EA	\$ 3,000.00
14.	Rock Blanket	2,500	SF	\$70,000.00
15.	Maintain Existing Planted Areas	1	LS	\$6,500.00
16.	Plant (Group A)	4,035	EA	\$ 64,560.00
17.	Plant (Group H)	93,400	EA	\$ 32,690.00
18.	Plant (Group U) 24-inch Box Specimens	6	EA	\$ 3,900.00
19.	Red Arizona Gravel	125	CY	\$51,875.00
20.	Wood Mulch	1,890	CY	\$90,720.00
21.	Check and Test Existing Irrigation Facilities	1	LS	\$9,288.44
22.	Operate Existing Irrigation Facilities	1	LS	\$9,000.00
23.	Class 3 Aggregate Base	235	CY	\$13,512.50
24.	Concrete Edging	960	LF	\$24,000.00
25.	Haul Existing Material (As Needed, not inclusive of Clearing and Grubbing)	1	LS	\$7,500.00
26.	Repair Existing Irrigation System (As needed)	1	LS	\$12,000.00
27.	Replace Existing Plants (As needed)	1	LS	\$2,000.00

TOTAL BID PRICE WRITTEN IN FIGURES: \$ 534,395.69

TOTAL BID PRICE WRITTEN IN WORDS: Five hundred thirty-four thousand three hundred ninety-five and 69/100.

BIDDER'S NAME AND ADDRESS: Gulls Inc dba: Integrity Landscape and Concrete
313 E Orange Grove Blvd #290
Pasadena, CA 91104

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Gulls Inc dba: Integrity Landscape and Concrete
Bidder Name

313 E Orange Grove Blvd #290
Business Address

Pasadena, CA 91104
City, State Zip

(909) 479-0079
Telephone Number

893464
State Contractor's License No. and Class

03/27/2007
Original Date Issued

03/31/2025
Expiration Date

The work site was inspected by Juan Munoz of our office on November 22, 2023.

The following are persons, firms, and corporations having a principal interest in this proposal:

<hr/>	<hr/>

The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

Guills Inc dba: Integrity Landscape and Concrete

Company Name


Signature of Bidder

Juan Munoz

Printed or Typed Signature

Subscribed and sworn to before me this 13 day of December, 2023.

see attached Jurat

NOTARY PUBLIC _____ NOTARY SEAL

**CALIFORNIA NOTARIAL CERTIFICATE
(JURAT)**

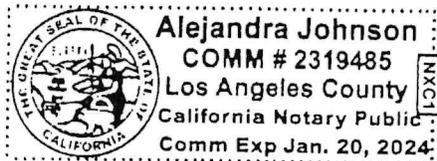
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13 day of December,
2023, by Juan Munoz, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature  (Seal)



Listed below are the names, address and telephone numbers for three references, public or private, for which the bidder has performed similar work within the past two years:

1. Conservation Corp of Long Beach 340 Nieto Ave Long Beach, CA 90814
 Name and Address of Public Agency

 Name and Telephone No. of Project Manager: Jerónimo Ortega (626) 634-7073

<u>\$1.9M</u>	<u>New built park landscape and concrete</u>	<u>01/31/2023</u>
Contract Amount	Type of Work	Date Completed

2. Conservation Corp of Long Beach 340 Nieto Ave Long Beach, CA 90814
 Name and Address of Public Agency

 Name and Telephone No. of Project Manager: Jerónimo Ortega (626) 634-7073

<u>\$1.2M</u>	<u>New built park landscape and concrete</u>	<u>05/31/2023</u>
Contract Amount	Type of Work	Date Completed

3. Ibarra Genral Engineering
 Name and Address of Public Agency

 Name and Telephone No. of Project Manager: Arturo Ibarra (909) 342-8447

<u>\$150,000.00</u>	<u>Caltrans Emergency Contract Slope Improvements</u>	<u>03/20/2023</u>
Contract Amount	Type of Work	Date Completed

**CALIFORNIA NOTARIAL CERTIFICATE
(JURAT)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 13 day of December,
2023, by Juan Munoz, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

Signature  (Seal)



UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as LANDSCAPE RENOVATION PROJECT ALONG STATE ROUTE 57, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Guills Inc dba: Integrity Landscape and Concrete
Contractor

By 

President 

Title

Date: 12/13/2023

WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Guills Inc dba: Integrity Landscape and Concrete
Contractor


By _____

President
Title

Date: 12/13/2023

**DESIGN ENGINEER MAY NOT BID ON
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 13 day of December, 2023 at


Authorized Signature

President

Position

Guills Inc dba: Integrity Landscape and Concrete

Company

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

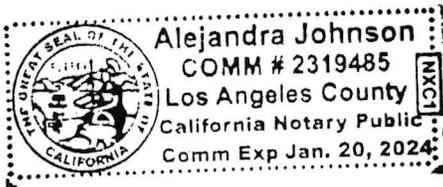
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 12/13/2023 before me, Alejandra Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Juan Munoz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Design Engineer May Not Bid on Construction

Document Date: 12-13-2023 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

NOTICE OF AFFIRMATIVE ACTION

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 13 day of December, 2023, at BALDWIN PARK.


Authorized Signature

President
Position

Guills Inc dba: Integrity Landscape and Concrete
Company

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

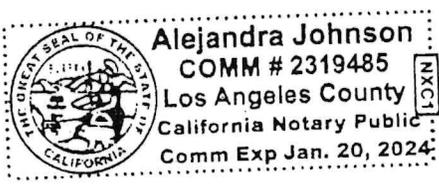
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 12/13/2023 before me, Alejandra Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Juan Munoz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Notice of Affirmation Action

Document Date: 12/13/2023 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

**LANDSCAPE RENOVATION PROJECT ON ROUTE 57
0.2 MILE NORTH OF MIRALOMA AVENUE UNDERCROSSING
TO PLACENTIA AVENUE UNDERCROSSING**

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Guills, Inc. dba: Integrity Landscape and Concrete, as PRINCIPAL, and Developers Surety and Indemnity Company, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of
Ten Percent Total Amount of Bid
\$ 10% amount bid.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on ^{December 14}~~May 19~~, 2023, for:

**LANDSCAPE RENOVATION PROJECT ON ROUTE 57
0.2 MILE NORTH OF MIRALOMA AVENUE UNDERCROSSING
TO PLACENTIA AVENUE UNDERCROSSING**

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

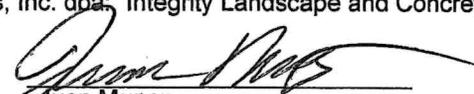
In the event suit is brought upon this bond by the Oblige and judgment is recovered, said SURETY shall pay all costs incurred by the Oblige in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
12th day of December 2023.

PRINCIPAL

Gulls, Inc. dba: Integrity Landscape and Concrete

BY:



Juan Munoz
President

Title

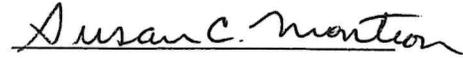
BY:

Title

(SEAL)

SURETY

Developers Surety and Indemnity Company



Susan C. Monteon, Attorney-in-Fact

Amtrust Financial Services, Inc.
800 Superior Ave. E., 21st Floor
Cleveland, OH 44114

Address

(949) 263-3000 / 877-528-7878

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

**BID BOND
ACKNOWLEDGMENT OF SURETY**

Note: See Attached California All Purpose Acknowledgment

STATE OF _____)

ss

County of _____)

On this _____ day of _____, 2023, A.D.

_____ personally appeared before me a

(Notary Public, Judge or Other Officer)

in and for _____ County, State of _____

known to me to be the _____ of the corporation that executed the foregoing instrument and, upon oath, did depose that he is the officer of said corporation as above designed; that he is acquainted with the seal of said corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notary Public, Judge or Other Officer)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On December 12, 2023 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Janelle L. Tuominen
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Janelle L. Tuominen and Susan C. Monteon, of Riverside, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument, the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: [Signature] Barry W. Moses, Assistant Secretary

POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

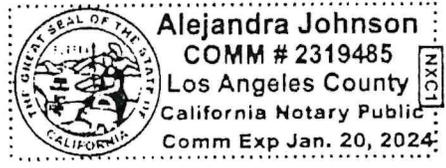
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 12/13/2023 before me, Alejandra Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Juan Munoz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Bond
Document Date: 12/12/2023 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

**LANDSCAPE RENOVATION PROJECT ON ROUTE 57
0.2 MILE NORTH OF MIRALOMA AVENUE UNDERCROSSING
TO PLACENTIA AVENUE UNDERCROSSING**

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Guills, Inc. dba: Integrity Landscape and Concrete, as PRINCIPAL, and Developers Surety and Indemnity Company, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of
Ten Percent Total Amount of Bid
\$ 10% amount bid.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on ^{December 14}~~May 19~~, 2023, for:

**LANDSCAPE RENOVATION PROJECT ON ROUTE 57
0.2 MILE NORTH OF MIRALOMA AVENUE UNDERCROSSING
TO PLACENTIA AVENUE UNDERCROSSING**

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, said SURETY shall pay all costs incurred by the Oblige in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this
12th day of December 2023.

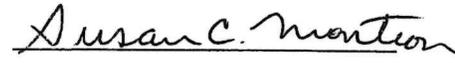
PRINCIPAL
Guills, Inc. dba: Integrity Landscape and Concrete
BY: 
Juan Munoz
President

Title

BY: _____

Title

(SEAL)

SURETY
Developers Surety and Indemnity Company

Susan C. Monteon, Attorney-in-Fact

Amtrust Financial Services, Inc.
800 Superior Ave. E., 21st Floor
Cleveland, OH 44114

Address

(949) 263-3000 / 877-528-7878

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

**BID BOND
ACKNOWLEDGMENT OF SURETY**

Note: See Attached California All Purpose Acknowledgment

STATE OF _____)
County of _____) ss

On this _____ day of _____, 2023, A.D.
_____ personally appeared before me a

(Notary Public, Judge or Other Officer)
in and for _____ County, State of _____
known to me to be the _____ of the corporation
that executed the foregoing instrument and, upon oath, did depose that he is the officer of said
corporation as above designed; that he is acquainted with the seal of said corporate seal of said
corporation; that the signatures to said instrument were made by officers of said corporation as
indicated after said signatures; and that the said corporation executed the said instrument freely
and voluntarily and for the uses and purposes therein mentioned.

(Notary Public, Judge or Other Officer)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Riverside }

On December 12, 2023 before me, Janelle L. Tuominen, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Susan C. Monteon

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Janelle L. Tuominen
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Janelle L. Tuominen and Susan C. Monteon, of Riverside, CA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective December 12, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023:

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of Am Trust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

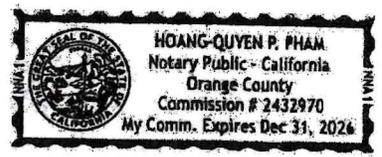
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: [Signature] Barry W. Moses, Assistant Secretary
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POA No. N/A

DocuSign Envelope ID: 33528FD6-5E9D-4796-837E-C1E455E6530F

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

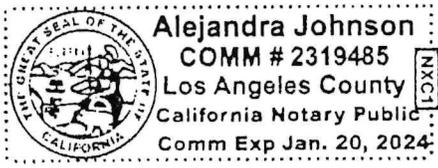
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On 12/13/2023 before me, Alejandra Johnson, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Juan Munoz
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bidder's Bond
Document Date: 12/12/2023 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

AMENDMENT NO. 3 TO AGREEMENT 12-830

This Amendment No. 3 (AMENDMENT) to Agreement 12-830 (AGREEMENT), executed on and effective from _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Placentia, a body politic and municipal corporation or chartered city of the State of California, referred to hereinafter as CITY.

RECITALS

1. CALTRANS and CITY collectively referred to as PARTIES, entered into AGREEMENT on September 23, 2022, defining the terms and conditions for CALTRANS intends to provide funding to the CITY, and CITY agrees to procure artist(s), administer artist contracts, provide and install the Gateway Monument that includes and/or incorporates Transportation Art at post mile 16 on State Route 57, near the intersection of Orangethorpe Avenue and Crowther Avenue referred to as PROJECT.
2. PARTIES entered into Amendment No. 1 to AGREEMENT on January 25, 2023 to increase FUNDS from \$50,000 to \$650,000.
3. PARTIES entered into Amendment No. 2 to AGREEMENT on July 27, 2023 to increase FUNDS from \$650,000 to \$1,440,000.
4. The AGREEMENT established \$1,440,000 in Clean Ca funds.
5. PARTIES now seek to amend to add to the PROJECT FUNDS \$170,000.

IT IS THEREFORE MUTUALLY AGREED:

1. Article 8 in the AGREEMENT is replaced in its entirety to read as follows:

CALTRANS will pay CITY an amount not to exceed \$1,610,000 from FUNDS required for PROJECT.
2. Article 16 in the AGREEMENT is replaced in its entirety to read as follows:

CALTRANS and CITY agree that the total amount of FUNDS paid out to CITY will not exceed \$1,610,000.
3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.
4. This AMENDMENT is deemed to be included and made a part of the AGREEMENT.

CONTACT INFORMATION

The information provided below indicates the primary contact information for each PARTY to this AGREEMENT. PARTIES will notify each other in writing of any personnel or location changes. Contact information changes do not require an amendment to AGREEMENT.

CALTRANS

Eric Dickson, Sr. Landscape Architecture

1750 E. 4th Street

Santa Ana, CA 92705

Office Phone: 657-328-6201

Mobile Phone: 949-279-8755

Email: eric_dickson@dot.ca.gov

CITY OF PLACENTIA

Luis Estevez, Deputy City Administrator

401 E. Chapman Ave

Placentia, CA 92870

Office Phone: (714) 993-8120

Email: lestevez@placentia.org

SIGNATURES

PARTIES are authorized to enter into this AMENDMENT and have delegated to the undersigned the authority to execute this AMENDMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this AMENDMENT. By signing below, the PARTIES each expressly agree to execute this AMENDMENT electronically.

The PARTIES acknowledge that executed copies of this AMENDMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

CITY OF PLACENTIA

Adnan Maiah
Deputy District Director
Strategic Portfolio Management
Single Focal Point

Damien Arrula
City Administrator

Verification of funds and authority:

Attest:

Neda Saber
District Budget Manager

Robert S. McKinnell
City Clerk

Certified as to financial terms and policies:

Approved as to form and procedure:

Lai Saephan
HQ Accounting Supervisor

Attorney

RESOLUTION NO. R-2024-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2023-24 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2023-24, Resolution No. R-2023-42, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
General Fund	Caltrans State Grant /Reimbursement	N/A	101206-4240	\$587,835.26	Revenue
General Fund	Improvements Other Than Buildings (Caltrans Public Arts Program)	Capital Projects	101206-6730	\$587,835.26	Expense

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 23rd DAY OF JANUARY 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 23rd day of January 2024 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JANUARY 23, 2024

SUBJECT: **PUT OPTION AGREEMENT WITH MERCY HOUSING CALIFORNIA FOR PRIVATE PROPERTY AT 325 BAKER STREET (APN 339-382-20) FOR FUTURE AFFORDABLE HOUSING DEVELOPMENT**

FISCAL
IMPACT: \$761,587 Potential Purchase in 2028 (Affordable Housing Development Impact Fee Fund Acct. No. 682534-6099). No fiscal impact in FY 2023-24.

SUMMARY:

On February 6, 2023, the City issued a Request for Proposals (RFP) for a high-quality Affordable Housing Development on Baker Street. The specific City-owned properties include 323, 307, 312, and 314 Baker Street (Baker Street) as well as evaluate options for the potential acquisition of additional private properties, including 325 Baker Street (APN 339-382-20) for a larger development. The RFP solicited interest from four (4) different firms. On April 3, 2023, the Evaluation Committee consisting of consulting staff from Keyser Marston, Director of Development Services and the Deputy Director of Administrative Services (the "Evaluation Committee") reviewed and scored the four proposals received. The Evaluation Committee agreed that Mercy Housing would be the best qualified developer to construct and operate a high-quality affordable housing development along Baker Street.

On April 19, 2023, the Housing, Community and Economic Development Ad-Hoc Committee reviewed the proposals and the recommendation of the Evaluation Committee. The Ad-Hoc Committee also agreed to recommend Mercy Housing as the top selected proposal to the City Council. On May 16, 2023, the City Council convened in Closed Session to review the recommendations and directed Staff and the City Attorney's Office to begin negotiations with Mercy Housing on the financing and development of the site. Subsequently on June 6, 2023, the City Council agreed to authorize the City Administrator to enter into a Land Purchase Option Agreement with Mercy Housing California for development and operation of a high-density affordable housing development on Baker Street. This action authorizes the City Administrator to enter into a Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the acquisition of the private property at 325 Baker Street to expand and develop a larger affordable housing development along Baker Street.

1.g.
Jan 23, 2024

RECOMMENDATION:

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

1. Approve Resolution No. R-2024-03, A Resolution of the City Council of the City of Placentia, California Approving a Put Option Agreement with California Land Acquisition Fund Holding IV LLC for the purchase of 325 Baker Street for an Affordable Housing Development along Baker Street; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Promote Community and Economic Development under Objective #3.9, which is Facilitate Affordable Housing along Baker Street.

DISCUSSION:

On July 18, 2017, the City Council adopted the Old Town Revitalization Plan (Plan) and related Zone Change and General Plan Amendment. Adoption of the Plan and associated documents will improve and position the City's historic center to better connect with other areas of the City, while improving the Old Town itself. Old Town Placentia is an asset to the City and is poised to be one of the City's key destinations. The Plan will enhance the historic and economic importance of the area by creating a cohesive walkable historic village with retail, restaurants, offices, and residential development. The Baker Street properties described within the RFP are located in the Plan area and are designated for high-density residential development at a maximum density of 65 dwelling units per acre. This area is zoned for a maximum building height of four stories (55 feet) located along Baker Street, located just north of the BNSF railroad tracks, west of Melrose Street and east of Walnut Avenue.

The Request for Proposals (RFP) was released on February 6, 2023 with a submission deadline of March 20, 2023. A total of four (4) firms met the deadline. The RFP included the City's desire to develop a high-quality, 100% affordable rental housing development that achieves various objectives including adding additional phases as adjacent parcels become available.

On April 3, 2023, the Evaluation Committee consisting of the Keyser Marston Staff, Director of Development Services and the Deputy Director of Administrative Services reviewed and scored the four proposals received. The Evaluation Committee agreed that Mercy Housing would be the best qualified developer to construct and operate a high-quality affordable housing development along Baker Street. On April 19, 2023, the Housing, Community and Economic Development Ad-Hoc Committee reviewed the proposals and the recommendation of the Evaluation Committee. The Ad-Hoc Committee also agreed to recommend Mercy Housing as the top selected proposal to the City Council. On May 16, 2023, the City Council convened in Closed Session to review the recommendations and directed Staff and the City Attorney's Office to begin negotiations with

Mercy Housing on the financing and development of the site. Subsequently on June 6, 2023, the City Council agreed to authorize the City Administrator to enter into a Land Purchase Option Agreement with Mercy Housing California for development and operation of a high-density affordable housing development on Baker Street. The proposed development will include approximately 68 units of affordable housing, with a mix of 1, 2, and 3 bedrooms ranging from 30% to 60% AMI, 20 of the units to be set-aside for formerly homeless households, and potentially a Phase II Plan for approximately 40 units. The Phase II Plan includes the purchase of private parcels along Baker Street including 325 Baker Street (APN 339-392-20).

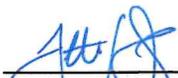
This action authorizes the City Administrator to enter into a Land Purchase Option Agreement with California Land Acquisition Fund Holding IV LLC for the acquisition of the private property at 325 Baker Street for the development and operation of a high-density affordable housing development on Baker Street.

The purchase will allow Mercy Housing California to apply for additional funding in an effort to construct a larger development along Baker Street. The agreement stipulates that if Mercy Housing California determines it is not feasible to construct and expand the Affordable Development at 325 Baker Street after four (4) years, Mercy shall have the option to require the City to purchase the Property, subject to the terms set forth in this Agreement. This includes the purchase price for the Property (the "Purchase Price") shall be equal to (i) \$595,000 (the purchase price paid by Mercy to acquire the Property), plus (ii) all reasonable out-of-pocket costs and expenses incurred by Mercy in connection with its acquisition of the Property, plus (iii) one-half (1/2) of all insurance costs, real property taxes, maintenance costs, interest payments under the Mercy's Loan and other reasonable out-of-pocket costs and expenses incurred by Mercy in connection with its ownership of the Property prior to the Closing.

FISCAL IMPACT:

The City's financial commitment is subject to the development feasibility of the affordable housing development at Baker Street. If after four (4) years, it is determined that this is not feasible to construct and expand the affordable housing development at 325 Baker Street, Mercy Housing shall have the option to require the City to purchase the Property. This includes the purchase price for the Property (the "Purchase Price") shall be equal to \$595,000, plus all reasonable out-of-pocket costs and expenses incurred by Mercy in connection with its acquisition of the Property, and one-half (1/2) of all insurance costs, real property taxes, maintenance costs, interest payments under the Mercy Housing's Loan with California Land Acquisition Fund Holding IV LLC.

Prepared by:



Jeannette Ortega
Deputy Director of Administrative Services

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2024-03
2. Put Option Agreement for the Purchase of 325 Baker Street

RESOLUTION NO. R-2024-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A PUT OPTION AGREEMENT WITH CALIFORNIA LAND ACQUISITION FUND HOLDING IV LLC FOR THE PURCHASE OF 325 BAKER STREET FOR AN AFFORDABLE HOUSING DEVELOPMENT ALONG BAKER STREET

A. Recitals.

(i.) On February 6, 2023, the City issued a Request for Proposals (RFP) for an Affordable Housing Development on Baker Street and on April 3, 2023 the Evaluation Committee reviewed and scored the proposals received. The Evaluation Committee agreed that Mercy Housing would be the best qualified developer to construct and operate a high-quality affordable housing development along Baker Street;

(ii.) On April 19, 2023 the Planning and Economic Development Ad Hoc Committee reviewed the proposals and the recommendation of the Evaluation Committee. The Ad Hoc Committee also agreed to recommend Mercy Housing as the top selected proposal to the City Council. on June 6, 2023, the City Council agreed to authorize the City Administrator to enter into a Land Purchase Option Agreement with Mercy Housing California for development and operation of a high-density affordable housing development on Baker Street;

(iii.) Mercy Housing California plans to design, construct and administer an affordable housing development for families and families moving out of homeless on the property located at 323, 307, 312, and 314 Baker Street in the City of Placentia;

(iv.) The development will include approximately 68 units of affordable housing, with a mix of 1, 2, and 3 bedrooms ranging from 30% to 60% AMI, 20 of the units to be set-aside for formerly homeless households, and potentially a Phase II Plan for approximately 40 units, which includes the property at 325 Baker Street (APN 339-382-20);

(v.) The property owner of 325 Baker Street agrees to sell the property to Mercy Housing California and Mercy Housing wishes to purchase the property and apply for additional funding in an effort to construct a larger development along Baker Street.

(vi.) If Mercy Housing California determines it is not feasible to construct and expand the Affordable Development at 325 Baker Street after four (4) years, Mercy shall have the option to require the City to purchase the Property, subject to the terms set forth in the attached Agreement (Exhibit "A");

(vii.) 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 RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

- (1.) In all respects as set forth in the Recitals, Part A., of this Resolution.
- (2.) The Put Option Agreement attached hereto as Exhibit "A" is approved and the City Administrator is authorized to execute the Land Purchase Option Agreement.
- (3.) The City Administrator, or his designee, hereby is authorized and directed to take all actions necessary and appropriate to carry out this Resolution.
- (4.) The Mayor shall sign this resolution, and the Clerk shall attest and certify to the passage and adoption thereof.
- (5.) The City Council declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

PASSED AND ADOPTED this 23rd day of January 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
CITY OF PLACENTIA

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 23rd day of January 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Exhibit A: Put Option Agreement

PUT OPTION AGREEMENT

This Put Option Agreement (this “Agreement”) is entered into as of January ____, 2024, by and between the City of Placentia, a municipal corporation (“City”), and California Land Acquisition Fund Holding IV LLC, a California limited liability company (“Owner”).

WHEREAS, concurrently with the execution of this Agreement, Owner is acquiring fee title to that certain real property commonly known as and located at 325 Baker Street, Placentia, California (the “Property”);

WHEREAS, Owner has financed its acquisition of the Property with a loan from California Land Acquisition Fund LLC, a Delaware limited liability company, in the amount of \$673,000 (the “Owner Loan”);

WHEREAS, Owner is acquiring the Property for the purpose of developing an affordable multifamily housing project at the Property (the “Development”); and

WHEREAS, Owner and the City have agreed that in the event Owner determines it is not feasible to construct the Development, Owner shall have the option to require the City to purchase the Property from Owner on and subject to the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

1. Grant of Option. The City hereby grants to Owner the right and option to require that the City purchase the Property from Owner for the purchase price and on the terms and conditions set forth in this Agreement (the “Option”).

2. Term and Exercise of Option.

a. Option Term. The term of the Option (“Option Term”) shall be for a period commencing on the date this Agreement and ending on the earlier of the following events: (i) the closing of the construction loans financing Owner’s construction of the Development (the “Construction Loans”); and (ii) the date that is four (4) years following the date of this Agreement. Owner shall provide City with thirty (30) days’ prior written notice of the closing of the Construction Loans.

b. Exercise of Option. Owner may only exercise the Option if, at any time during the Option Period, Owner reasonable determines that it is infeasible for Owner to construct the Development at the Property. In such event, Owner may exercise the Option by delivering written notice of its exercise of the Option (“Option Notice”) to the City prior to the expiration of the Option Term.

3. Purchase of the Property. If Owner timely delivers the Option Notice, the parties shall promptly open an escrow for the purchase of the Property and the following terms and conditions shall apply to such purchase:

a. Closing Date. The closing of the purchase of the Property (the “Closing”) shall occur thirty (30) days after the date of the Option Notice or on such other date as Owner and the City may agree upon (the “Closing Date”).

b. Purchase Price; Post-Closing Payment. The purchase price for the Property (the “Purchase Price”) shall be equal to (i) \$595,000.00 (the purchase price paid by Owner to acquire the Property), plus (ii) all reasonable out-of-pocket costs and expenses incurred by Owner in connection with its acquisition of the Property (the “Owner Acquisition Costs”), plus (iii) one-half (1/2) of all insurance costs, real property taxes, maintenance costs, interest payments under the Owner Loan and other reasonable out-of-pocket costs and expenses incurred by Owner in connection with its ownership of the Property prior to the Closing (the “Owner Carrying Costs”). The City shall deposit the Purchase Price into escrow prior to the Closing Date.

c. Grant Deed. Prior to the Closing Date, the Owner shall execute and deposit into escrow a grant deed (the “Deed”) conveying to the City the Property and all improvements located on the Property, which Deed shall be recorded in the Official Records of the County of Orange on the Closing Date.

d. Closing Expenses. All city and county documentary transfer tax and conveyance taxes to the extent they are not exempt pursuant to the Revenue and Taxation Code, and recording charges for the Deed (if any) shall be borne by Owner. The cost of the Title Policy (as defined below) all other expenses, fees or costs (except for attorneys’ fees and costs) incurred by the parties in connection with the purchase and sale of the Property pursuant to this Agreement shall be borne by the City. Each party shall bear its own attorneys’ fees and costs.

e. Proration of Taxes. All real property taxes and assessments, if any, levied against the Property shall be prorated as of the Closing Date and Owner’s share shall be fully paid by Owner at or prior to the Closing.

f. Title Insurance. At the Closing, the City shall cause a title company of the City’s choice to issue a CLTA or ALTA policy of title insurance (the “Title Policy”) insuring fee title to the Property to be vested in the City, subject only to those encumbrances, conditions, or exceptions acceptable to the City in its reasonable discretion (“Permitted Exceptions”). Owner shall be responsible for removing from the Property title any encumbrances, conditions, or exceptions other than Permitted Exceptions at or prior to the Closing.

g. Other Closing Documents. Owner and the City shall each execute and, if applicable, deposit into escrow, all other escrow instructions and other documents reasonably necessary to consummate the Closing in accordance with this Section.

h. Owner’s Representations and Warranties. Owner represents and warrants to the City that (a) no leases, occupancies, tenancies, or licenses exist that affect the Property; (b) to the best of Owner’s knowledge, there are not presently any actions, suits, or proceedings pending or threatened against or affecting the Property or the interest of Owner in the Property or its use or that would affect Owner’s ability to consummate the transaction contemplated in this

Agreement; (c) there are not any outstanding and unpaid arbitration awards or judgments affecting title to any portion of the Property, and Owner shall promptly notify City of any of these matters arising during the term of this Agreement; and (d) to the best of Owner's knowledge, there are not presently any pending or threatened condemnation, eminent domain, or similar proceedings affecting the Property. The foregoing representations and warranties shall be true and correct as of the date of this Agreement and the Closing Date.

i. Owner's Conduct During Term of Agreement. During the term of this Agreement, Owner shall comply with the following terms relating to the Property: (a) Owner shall pay for all labor and work performed and all material furnished at Owner's request or on Owner's behalf, and there shall be no claim for which a mechanic's, materialman's, or similar lien can be claimed by any person or firm against the Property as a result of any act of Owner; (b) Owner shall not affirmatively take any actions constituting waste of the Property, and shall not excavate, mine, or otherwise materially alter the Property; (c) Owner shall not enter into any lease, occupancy, tenancy, or license agreement affecting the Property, without City's prior written consent; (d) Owner shall not incur any obligations or liabilities or enter into any transactions that will affect the Property without the prior written consent of City which consent shall not be unreasonably withheld; (e) at least quarterly, or more frequently as reasonably requested by City, Owner shall provide City with updates on the status of Developer's efforts to acquire property for the construction of a second phase of the Development; and (f) Owner will explore alternative uses for the Property including additional parking for nearby housing developments.

4. Assignment of Option. Neither the Owner nor City may assign its rights or obligations under this Agreement without the prior written consent of the other party. Any assignment of this Agreement not authorized under this section shall be null and void.

5. Further Documents. Upon the reasonable request of the other party, each party will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such further instruments and documents as may be reasonably necessary in order to carry out the intent and purpose of this Agreement, including escrow instructions.

6. Notices. All notices or other communications made pursuant to this Agreement shall be in writing and shall be deemed properly delivered, given or served to the parties at the following addresses when (a) mailed by certified mail, postage prepaid, return receipt requested; (b) sent by express delivery service, charges prepaid with a delivery receipt; or (c) personally delivered when a delivery receipt is obtained:

City:

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Damien R. Arrula, City Administrator

Owner: California Land Acquisition Fund Holding IV LLC
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attention: Melissa Garcia

All notices so delivered, mailed or sent shall be deemed received as of the date shown on the delivery receipt as the date of delivery or the date delivery was refused. Either party may change its address for the purposes of this paragraph by giving prior written notice of the change to the other party in the manner provided in this paragraph.

7. Binding Effect. This Agreement and its terms and conditions shall be binding upon and inure to the benefit of the parties to this Agreement and their respective permitted successors and assigns.

8. Time. Time is of the essence of this Agreement.

9. Attorneys' Fees. In any action between the City and Owner to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover costs of suit and expenses, including, without limitation, reasonable attorneys' fees.

10. Eminent Domain. Notwithstanding any other provision of this Agreement, if at any time prior to execution and recordation of the Deed, any portion of the Property shall be taken by eminent domain or is the subject of eminent domain proceedings (either threatened in writing or commenced), and regardless of whether the City has exercised the Option, then the City shall have the right to terminate this Agreement upon written notice to Owner, whereupon the parties shall have no further obligations under this Agreement.

11. Exhibits. All exhibits attached to this Agreement and referred to in this Agreement are incorporated into this Agreement by this reference as though they were fully set forth in this Agreement.

12. Captions. The captions of the paragraphs of this Agreement are for convenience and reference only, and the words contained in the captions shall in no way be held to explain, modify, amplify or aid in the interpretations, constructions or meaning of the provisions of this Agreement.

13. Entire Agreement; Counterparts. This Agreement contains the entire agreement between the parties respecting the matters set forth, and supersedes all prior agreements between the parties respecting such matters. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

14. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer to any person, other than the parties and their permitted successors and assigns, any rights or remedies under or by reason of this Agreement.

15. Waiver. No provision of this Agreement shall be deemed waived by a party unless such waiver is in writing and signed by the party making the waiver. Failure of either party at any time to require performance of any provision of this Agreement shall not limit that party's right to enforce the provision unless the waiver is made in writing. Waiver of any breach of a provision shall not be a waiver of any succeeding breach of the provision or a waiver of the provisions itself or of any other provision.

16. Authority of Signatories. Each of the parties to this Agreement represents and warrants to the other party that the persons who have executed this Agreement have been authorized to do so by the party on whose behalf the party is signing. All documents to be delivered under this Agreement will be executed by an authorized person. Each party has a good and legal right to enter into this Agreement and to perform all covenants of that party contained in this Agreement.

17. Governing Law. This Agreement shall be governed and constructed in accordance with California law.

18. Amendments. This Agreement may only be amended in writing signed by all parties.

19. Brokers. Each party will defend, indemnify, and hold the other party harmless from any claim, loss, or liability made or imposed by any other party claiming a commission or fee in connection with this transaction and arising out of that party's own conduct.

20. Indemnification by Owner. Owner shall indemnify, defend and hold harmless the City, any City agencies, and their respective elected and appointed councils, boards, commissions, officers, agents, employees and representatives from any and all losses, liabilities, fines, penalties, forfeitures, costs and damages and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) by any person or entity, directly or indirectly arising or alleged to have arisen out of or in any way relating to the Property during the term of this Agreement. This indemnity provision shall survive termination of this Agreement.

21. Indemnification by City. In the event the City acquires the Property pursuant to this Agreement, the City shall indemnify, defend and hold harmless Owner and its officers, agents, employees and representatives from any and all losses, liabilities, fines, penalties, forfeitures, costs and damages and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses) by any person or entity, directly or indirectly arising or alleged to have arisen out of or in any way relating to the Property following the Closing. This indemnity provision shall survive termination of this Agreement.

22. Remedies for Breach. Each party shall have the right to exercise all remedies available under law and equity for any breach of this Agreement by the other party.

[remainder of page left intentionally blank; signature page follows]

IN WITNESS WHEREOF, the City and Owner have executed this Agreement as of the date first written above.

OWNER:

CALIFORNIA LAND ACQUISITION FUND HOLDING
IV LLC, a California limited liability company

By: California Land Acquisition Fund LLC,
a Delaware limited liability company,
its sole member/manager

By: Mercy Housing California, a California
nonprofit public benefit corporation, its sole
member

By: _____
Doug Shoemaker, President

CITY:

CITY OF PLACENTIA, a municipal corporation

By: _____
Damien R. Arrula, City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INFORMATION TECHNOLOGY MANAGER

DATE: JANUARY 23, 2024

SUBJECT: **RENEWAL OF ARCTIC WOLF MANAGED DETECTION AND RESPONSE SOLUTION FOR DEDICATED CYBERSECURITY MONITORING**

FISCAL EXPENSE: \$ 76,176.14 TOTAL PROJECT COST
IMPACT: BUDGET: \$240,473.95 (101523-6136)

SUMMARY:

On July 19, 2022, the City Council approved and authorized the purchase of Server and Networking Infrastructure Replacement for City Hall and Public Safety. Included in the approval was the purchase of a Managed Detection and Response (MDR) Solution for Cybersecurity. The City continues to see an increase of intrusions and email phishing attempts in the past year. And many neighboring partners have also seen this increase.

Arctic Wolf is a fully certified Managed Detection and Response company specializing in small to midsized firms and local government agencies. Arctic Wolf also provides a monthly education program to routinely train City employees to be more vigilant on the City's network infrastructure.

Arctic Wolf provides the City's IT Department with real-time reporting of vulnerabilities, security reviews and recommendations. Arctic Wolf provides audit trails of user or network activity and helps identify the areas of risk with a dedicated Cybersecurity team monitoring 24/7.

This action will add 25 additional users and 25 additional devices to monitor from the prior year and factoring in the annual increase of year over year inflation increase, the renewal cost is \$76,176.14.

RECOMMENDATION:

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

1. Approve the renewal of Arctic Wolf MDR Solution as the Cybersecurity Monitoring Solution for the City in an amount not-to-exceed \$76,176.14; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

1.h.
Jan 23, 2024

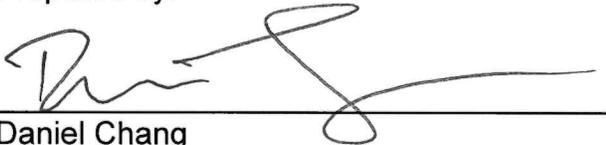
STRATEGIC PLAN STATEMENT:

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

FISCAL IMPACT:

The City budgeted funds in the General Fund, Information Technology Software Maintenance account to cover the renewal amount of \$76,176.14. A balance of \$240,437.95 remains in the budgeted Fiscal Year 2023-24 Software Maintenance Budget. As such, sufficient funds exist for the recommended action.

Prepared by:



Daniel Chang
Information Technology Manager

Reviewed and approved:



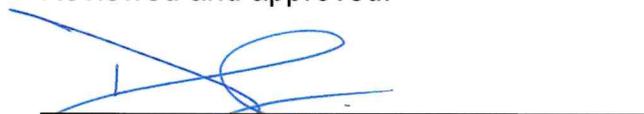
Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Arctic Wolf Renewal Quote



IT & AV Solutions for a Connected World

GST SOLUTION PROPOSAL

GST STATEMENT OF WORK:

Daniel_Arctic wolf MDR Subscription_09072023

City of Placentia

Daniel Chang

dchang@placentia.org

Quote # 134556

Version 4

Thursday, January 18, 2024

Golden Star Technology

Min Joo

Email: mjoo@gstinc.com

Phone: (562) 345-8744

12881 166th Street

Cerritos, CA 90703

Daniel_Arctic wolf MDR Subscription_09072023



Prepared by:

Golden Star Technology

Min Joo
mjoo@gstinc.com
(562) 345-8744

Prepared for:

City of Placentia

Daniel Chang
dchang@placentia.org

401 E. Chapman Ave

Placentia, CA 92870

Quote Information:

Quote #: 134556

Version: 4
Quote Date: 01/18/2024
Expiration Date: 01/31/2024

Hardware

Item	Description	Qty	Price	Ext Price	Tax
1	AW-MDR-USER ARCTIC WOLF MDR USER LICS CLDS WOLF MDRU LICS "Term: 11/25/2023-11/23/2024	200	\$159.12	\$31,824.00	0%
2	AW-MDR-SE ARCTIC WOLF MDR SVR LICS CLDS ARCTIC WOLF MDR SVR LICS 125-3000 "Term: 11/25/2023-11/23/2024	35	\$159.12	\$5,569.20	0%
3	AW-MDR-1YR MDR LOG RET 1YR SVCS ARCTIC LICS WOLF MDR LOG RET 1YR "Term: 11/25/2023-11/23/2024	235	\$11.26	\$2,646.10	0%
4	AW-MDR-2XX-S 200SRS SENSOR HW ARCTIC WOLF PERP 200SRS SENSOR "Term: 11/25/2023-11/23/2024	2	\$2,170.57	\$4,341.14	8.75%
5	AW-MDR-O365 MDR OFFICE 365U LICS SVCS CLDS ARCTIC WOLF MDR OFFICE 365U LICS "Term: 11/25/2023-11/23/2024	225	\$17.58	\$3,955.50	0%
6	AW-MR-USER ARCTIC WOLF MANAGED RISK USER CLDS LICS "Term: 11/25/2023-11/23/2024	200	\$81.14	\$16,228.00	0%
7	AW-MR-SE ARCTIC WOLF MANAGED RISK CLDS SVR LICS "Term: 11/25/2023-11/23/2024	35	\$80.59	\$2,820.65	0%
8	AW-MSAT-MAP ARCTIC WOLF MANAGED AWARENESS CLDS SVC ARCTIC WOLF MANAGED AWARENESS "Term: 11/25/2023-11/23/2024	200	\$28.64	\$5,728.00	0%
9	AW-PLATFORM ARCTIC WOLF PLATFORM ACCESS LICS ARCTIC WOLF PLATFORM ACCESS "Term: 11/25/2023-11/23/2024	235	\$11.42	\$2,683.70	0%

Hardware

Item	Description	Qty	Price	Ext Price	Tax
References NCPA contact # 01-96					

Subtotal: **\$75,796.29**

Tax Subtotal: **\$379.85**

Shipping

Item	Description	Qty	Price	Ext Price	Tax
1	GST-SHIPPING SHIPPING CHARGE	1	\$0.00	\$0.00	0%

Quote Summary

Description	Amount
Hardware	\$75,796.29

Subtotal: **\$75,796.29**

Estimated Tax: **\$379.85**

Total: **\$76,176.14**

 **Terms & Conditions**

THIS IS A QUOTATION ONLY AND IS NOT AN ORDER OR OFFER TO SELL.

All prices and descriptions are subject to change without notice. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology Inc. ("GST"). By issuing a purchase order to GST, you agree to GST's Terms and Conditions of sale set forth in GST's quote, GST's invoice, and GST online Terms and Conditions (<https://gstinc.com/resources/terms-and-conditions/>). If there is a separate purchase agreement signed by both your company and GST, the separate agreement will govern.

The prices contained in this list may not be relied upon as the price at which GST will accept an offer to purchase products or provide services unless expressly agreed to by GST in writing. Products and/or services quoted were selected by GST based on specifications available at the time of the quotation and are not guaranteed to meet your specifications. Product and services specifications may be changed by the manufacturer without notice. All products are subject to availability from the manufacturer. It is your responsibility to verify product and service conformance to specifications of any subsequent contract.

The freight costs listed are estimates. Shipping costs may vary based on time of purchase, additional services required, quantity ordered, shipment carrier and warehouse sourced. Actual shipping costs will be calculated during shipment and will be reflected on your invoice.

For hardware product(s), manufacturer warranty will begin upon physical delivery of the hardware products(by) by the customer or GST warehouse. For software product(s), the manufacturer warranty will begin upon electronic or physical receipt of the software product(s) by you or GST. Any returns must be approved by GST based on manufacturer approval. More details at gstes.com/RMA.

GST is not responsible for compliance with regulations, requirements or obligations associated with any contract resulting from this quotation unless said regulations, requirements or obligations have been passed to GST and approved in writing by an authorized representative of GST.

GST DOES EVERYTHING WE CAN TO ENSURE THAT THE PRICES WE HAVE QUOTED ARE CORRECT AND CURRENT. DUE TO SHORTAGES OF RAW MATERIAL, INCREASED LOGISTIC COSTS, AND TARIFFS, PRICING MAY INCREASE AT ANY TIME FROM OUR VENDORS AND MANUFACTURERS THAT IS OUT OF OUR CONTROL.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JANUARY 23, 2024

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH RHA LANDSCAPE ARCHITECTS PLANNERS INC. FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES FOR THE PROPOSED PLACENTIA DOG PARK PROJECT NO. 7405**

FISCAL

IMPACT: EXPENSE: \$80,000 PROFESSIONAL SERVICES AGREEMENT
BUDGET: \$80,000 FY 2023-24 CIP BUDGET (109800-6760)

SUMMARY:

On October 5, 2023, the City issued and publicly advertised a Request for Proposal (RFP) for professional landscape architecture design services for the proposed Placentia Dog Park Project No. 24705 (the "Project"). This proposed Project will include two separate off-leash spaces for large and small dogs. Additionally, improvements will include agility course features, a dog washing station, site furnishings, landscape, optimal surface material, perimeter fencing, and automated irrigation system.

Staff received four (4) proposals, and after a thorough review selected RHA Landscape Architects Planners Inc. (RHA), based upon their response to the requirements of the RFP, their qualifications, and their experience in designing similar dog park projects. The agreement with RHA will provide the City with the most suitable location for the proposed dog park, project management, preliminary conceptual design, consultant led community meetings to gain resident feedback, and cost estimates. In addition, Staff recommends that a City Council Ad-Hoc Committee be formed to assist Staff and RHA in the design and location of the proposed dog park. It is recommended that this Ad-Hoc Committee be comprised of two Council Members and one Commissioner from the Parks, Arts, and Recreation Commission ("PARC"). RHA will work with Staff and the Ad-Hoc Committee to prepare conceptual plans based upon Staff and Council's input and for consideration by the City's Parks, Arts, and Recreation Commission. Once input has been received, RHA will complete the conceptual design by spring 2024, at which time the City Council may elect to proceed with Phase II of the design project. This action approves a Professional Services Agreement with RHA for design services for the proposed Placentia Dog Park in the amount of \$80,000 for Phase I of the design project.

3.a.
Jan 23, 2024

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for professional landscape architecture services for Phase I for the proposed Dog Park Project to RHA Landscape Architects Planners Inc. for a not-to-exceed amount of \$80,000; and
2. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney; and
3. Appoint a City Council Ad-Hoc Committee comprised of two Council Members and a Commissioner from the Parks, Arts, and Recreation Commission to assist Staff and RHA in identifying a location, conceptual design and amenities for the proposed dog park.

STRATEGIC PLAN STATEMENT:

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

DISCUSSION:

The City Council budgeted \$80,000 for design services for the proposed Dog Park Project (“Project”) in the Fiscal Year 2023-24 Capital Improvement Program. The general scope of work proposed for this Project includes identifying the most suitable location for the proposed dog park, conducting community meetings to gain resident feedback, and designing two separate off-leash spaces for large and small dogs. Additionally, improvements will include agility course features, a dog washing station, site furnishings, landscape, optimal surface material, perimeter fencing, and automated irrigation system.

Staff publicly advertised a notice inviting proposals for professional landscape architecture design services for this project on October 5, 2023. The City received a total of four (4) proposals from well-qualified landscape architecture firms, all of whom have extensive experience in dog park design and development. The Proposal Review Committee consisted of the Director of Community Services, the Deputy Director of Community Services, the Public Works Senior Management Analyst, and the Community Services Management Analyst. The proposals were reviewed and scored based upon the scoring criteria outlined within the request for proposals. The table below outlines the final scores out of a possible 300 total points and the consultant rankings.

CONSULTANT	TOTAL COMBINED POINT SCORE	RANKING
RHA Landscape Architects	268	1
IDS Group	248	2
Nuvis Landscape Architecture	230	3
Hirsch & Associates Inc.	223	4

RHA Landscape Architects Planners Inc. (RHA) ranked first based upon their experience and expertise with similar projects and understanding of the work scope and approach of the City’s proposed project. The contract scope of work includes conceptual design for all improvements and architecture services for the proposed design project. In addition, Staff recommends that a City Council Ad-Hoc Committee be formed to assist Staff and RHA in the design and location of the proposed dog park. It is recommended that this Ad-Hoc Committee be comprised of two Council Members and one Commissioner from the Parks, Arts, and Recreation Commission (“PARC”). RHA will work with Staff and the Ad-Hoc Committee to prepare conceptual plans based upon Staff and Council’s input and for consideration by the City’s Parks, Arts, and Recreation Commission. Following the Commission’s input and recommendation, the conceptual design plan will be presented to the City Council for approval by late spring 2024. At which point, the City Council may elect to proceed with Phase II of the design project for the proposed dog park.

Staff opened and reviewed the cost proposals for the firms to analyze the resources allocated by each consultant, including the cost for Phase I and Phase II to ensure the cost proposals received are reasonable for the services to be provided. Professional services agreements are awarded based upon qualifications with the cost analyzed to determine if it is reasonable for the services to be delivered. Staff reviewed the cost proposal and resource allocation provided by RHA and found it to be appropriate for the services to be provided in Phase I and Phase II of the total design project. While RHA’s cost proposal for Phase I is not the lowest bid among the submitted proposers, their total project cost for Phase I and Phase II is the most cost-efficient for the entire project. Additionally, RHA’s Phase I cost is within the City’s current budget for the proposed Project. Staff recommends RHA as the most qualified and responsible bidder for the Project. The cost proposal breakdown provided by the firms is outlined below:

CONSULTANT	PHASE I COST	*PHASE II COST	TOTAL PROJECT COST
RHA Landscape Architects	\$80,000	\$106,050	\$186,050
IDS Group	\$60,251	\$162,053	\$222,304
Nuvis Landscape Architecture	\$180,303	\$161,600	\$341,903
Hirsch & Associates Inc.	\$50,600	\$213,700	\$264,300

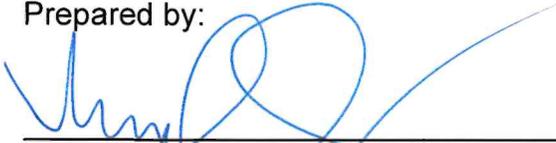
**To be approved by the City Council at a later date following completion and approval of conceptual design*

Based upon the proposal provided, RHA’s qualifications, and references for similar projects, Staff recommends the City Council award the contract to RHA Landscape Architects Planners Inc.

FISCAL IMPACT:

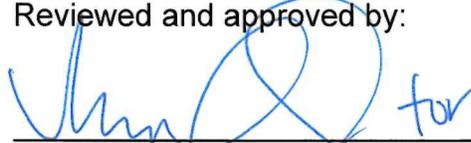
The total cost for the services for Phase I of the proposed Dog Park design project amounts to \$80,000. A total of \$80,000 has been budgeted in the Fiscal Year 2023-24 Capital Improvement Program Budget (109800-6760). As such, sufficient funds exist for the recommended actions. Following completion of conceptual design, should the City Council approve proceeding with Phase II, the remaining design project cost of \$106,050 will be allocated to the Capital Improvement Program Budget for Fiscal Year 2024-25 during the City’s regular budget process.

Prepared by:



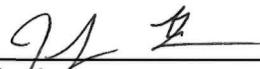
Veronica Ortiz
Deputy Director of Community Services

Reviewed and approved by:



Karen Crocker
Director of Community Services

Reviewed and approved by:



Jennifer Lampman
Director of Finance

Reviewed and approved by:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with RHA Landscape Architects Planners Inc.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
RHA LANDSCAPE ARCHITECTS PLANNERS, INC**

THIS AGREEMENT is made and entered into this 23 day of January, 2034 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and RHA LANDSCAPE ARCHITECTS PLANNERS, INC, a California corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to Design a Dog Park in the City of Placentia, Phase 1 35% as more fully described herein; and

B. WHEREAS, Consultant represents that it is “design professional” as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Eighty Thousand Dollars (\$ 80,000.00).

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 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 5 months, ending on June 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 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. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

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

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

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

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance 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:

RHA Landscape Architects-
Planners, INC
6800 Indiana Ave. Suite 245
Riverside, CA 92506
Tel: 951-781-1930
Fax: 951-686-8091
Attn: Doug Grove

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8232
Fax: 714-961-0283
Attn: Madelinne Villapando

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 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 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. Furthermore, Consultant will comply with the following:

- (a) Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in

connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

- (b) E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll> . Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

[Mayor]

Date: _____

ATTEST:

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

CONSULTANT

Doug Grove

Signature

Date: 1/17/2024

Doug Grove

Name and Title

33-0092783

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date:

APPROVED AS TO INSURANCE:

Risk Management

Date:

APPROVED AS TO CONTENT:

Project Manager

Date:

DEPARTMENTAL APPROVAL

Karen Crocker, Director of Community Services

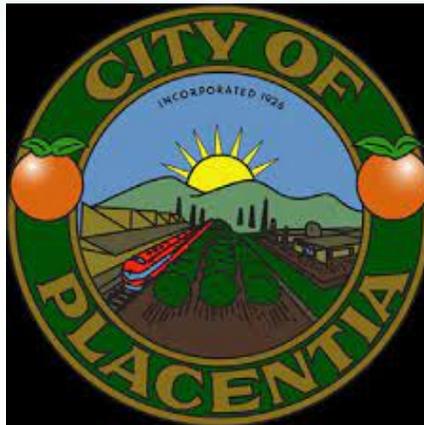
Date:

EXHIBIT A
CONSULTANT'S PROPOSAL

City of Placentia

Professional Architectural and Engineering and Design Services
Placentia Dog Park
Bid No. CS-23-02

Presented to:



Prepared By:

RHA Landscape Architects-Planners, Inc.
6800 Indiana Avenue
Suite 245
Riverside, CA 92506
951-781-1930
www.rhala.com



City of Placentia

Att: Maddie Villapando, Management Analyst
401 E Chapman Avenue
Placentia, California 92870

**RE: Professional Architectural and Engineering Design Services
Placentia Dog Park
Bid No. CS-23-02**



RHA Landscape Architects-Planners, Inc. is very pleased to submit this Proposal to the City Placentia for Architecture and Engineering Design Services for the Placentia Dog Park Project. We will provide all of the landscape architecture and engineering services required by the city and we have reviewed and understand all elements of the Placentia Dog Park project. RHA Landscape Architecture is eager and willing to enter into a contract under the terms and conditions prescribed by the RFP and in the sample agreement. This proposal will remain valid for not less than 120 Days.

RHA is are currently working with the City of Placentia on the La Placita Parquette project and have completed or are currently working on the PAWS-adena dog park for South Pasadena, the Yorba Park Dog Park for City of Orange, a new Dog park for City of Monrovia, the Essig Dog Park in the Town of Yucca Valley and the Carlson Bark Park on the City of Riverside.

Established in 1979, RHA is a California corporation, with offices in the City of Riverside since 1980 and currently licensed to practice in the State of California. RHA offers a wide range of landscape architectural and planning services to assist public agencies in development of a variety of large public spaces such as parks, recreation areas, specialty play area design, including dog parks. RHA is dedicated to the concept of a thorough environmental design process, and we are motivated toward providing personal service. RHA has over 39 years of experience in Riverside under our legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. RHA has not filed for bankruptcy under any business name, ever.

Notable RHA projects in the greater Inland Empire include: the California Citrus State Historic Park, the California Speedway [AAA Speedway], the Pechanga Hotel, Casino and Entertainment Center, the Riverside Old City Hall redevelopment, the Mission Inn redevelopment, the Redlands Orange Blossom Trail, Reid Park, Janet Goeske Senior Center, the US Bankruptcy Court & US District Court in Riverside, Riverside County Superior Court, Riverside Municipal Auditorium, White Park, Orange Terrace Community Park, Mission Blvd. Revitalization, Orange Terrace Parkway, Inland Empire Blvd. & Haven Avenue in Ontario, University Avenue Phase III and Victoria Avenue Beautification and trails.

Key personnel of RHA hold appropriate licenses for the discipline of Landscape Architecture and for the Services on the date this proposal is submitted. The primary point of contact for services provided by RHA is Doug Grove, RLA, LEED, supported by Greg Meek, RLA, David Black, RLA, and Lauren McHugh, RLA ... all licensed landscape architects of the State of California and experienced in the landscape architecture. RHA is registered with the Department of Industrial Relations, #1000038360.

The management and primary contacts with the city from our office will be Doug Grove, RLA, LEED AP and Greg Meek RLA, CPSC. Both Doug and Greg are licensed Landscape Architects who are extremely experienced in park design and construction. Greg will be the single point of contact during the RFQ review process.

Doug Grove, email dougg@rhala.com Telephone (951) 781- 1930 ex 121
Greg Meek, email gregm@rhala.com Telephone (951) 781- 1930 ex 122

RHA is unequivocally committed to deliver a high quality project on time, within budget, and in a professional and competent manner.

WITH THE RHA TEAM YOU GET...

- One of California's leading landscape architecture, planning and design firms
- LEED certified design firm focused on sustainable "green" design
- Experienced streetscape, park design and urban renewal firm
- Experienced working relationship with public agencies
- A business located in the City of Riverside within minutes Placentia
- A high degree of understanding and 37 years of experience.
- Highly experienced, senior level personnel to serve in all key roles for RHA
- A solid reputation for the production of technically outstanding documents
- A strong Quality Control program

Thank you for the opportunity to submit this Proposal. We enthusiastically look forward to an opportunity to present our team members and qualifications in person and to respond to any questions you may have.

Sincerely,
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.



Doug Grove, RLA, LEED® AP
President
951-781-1930 ext 121
951-686-8091 FAX dougg@rhala.com



Executive Summary

RE: City of Placentia Dog Park

Established and Experienced

Established in 1979, **RHA Landscape Architects-Planners, Inc.** offers a wide range of landscape architectural and planning services to assist public agencies. Doug Grove and Greg Meek will be the points contact for the City of Chino. Doug and Greg's combined landscape Architecture experience is over 70 years. Through our On- call contract with the City of El Cajon, Doug already knows many of the city staff. Greg has work for three different public agencies during his career and has an understanding of City policies and community development goals and public works procedures. Our staff of seven (7) persons includes four (4) licensed landscape architects as well as support designers is the optimal size to provide personalized service and be highly productive. We are currently working with the City of Placentia on the La Placita Parquette project and have completed or are currently working on dog parks for South Pasadena, the City of Orange, the City of Monrovia, the town of Yucca Valley and the City of Riverside.

Team Approach

RHA is headed by two principals: **Doug Grove, RLA, LEED AP** the firm's president and **Greg Meek, RLA**. We use a "team" approach under the direction of the firm's principals and its associates. We also provide services in a way that feel like we are part of you staff. We are available by phone, cell phone, email, and can even do a Zoom meeting at a moments notice. With the development of new technologies created and practiced during Covid, communication has never been better!

Consultant Team

RHA has a strong consultant team that we have worked closely with on hundreds of projects and feel like staff. Our consultant team include:

DAVID BECKWITH ASSOCIATES INC.– Civil Design, Land Surveying and Mapping- PE, QSD, QSP

JCA ENGINEERING INC. – Electrical Engineering& Consulting

ULTRA SYSTEMS ENVIRONMENTAL – Environmental Consulting

GEOCON WEST, INC- Geotechnical Engineering

Depth of Public Agency Experience

RHA has been providing professional landscape Architectural and planning services for cities, counties, school districts, college districts, and other public agencies for over 35 years. RHA

provides master planning and design for sports parks, community parks, neighborhood parks, pocket parks, trails, streetscapes, Head start facilities, K12 schools, college campuses and almost all other types of public and private facilities.

Knowledge of Applicable Codes

RHA's successful background providing services to the City of El Cajon reflects our incisive working knowledge of all applicable local, state, and national building codes, standards and regulations. This includes uniform building codes, state administrative codes, etc.

Best Choice

RHA is the best firm for you landscape architectural needs because of our vast experience doing projects for public agency and dog park work. We will feel like an extension of you staff and make ourselves available by phone, cell phone, email, zoom during all working hours and often more. We provide personal attention and our goal is to make the employees of Placentia look good. We enjoy what we do and are good at it! We look forward to this opportunity to provide landscape architectural services to the City of Placentia.

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COMPANY PERSONNEL

RHA is headed by two principals, **Doug Grove, RLA, LEED AP** the firm's president, and **Greg Meek, RLA**, principal. We use a "team" approach under the direction of the firm's principals and its associates. **RHA is located in the City of Riverside** with a staff of 7 persons that includes 4 licensed landscape architects and one LEED Accredited Professional.

The RHA organizational system utilizes a team approach. Under principal management, our project assignments are organized into teams of professionals, with each team led by a principal. RHA maintains a ratio of one licensed landscape architect per each designer.

RHA STAFF

Doug Grove, RLA	-	President/Landscape Architect/LEED AP
Greg Meek, RLA	-	Principal/Landscape Architect
David Black, RLA	-	Project Manager/Landscape Architect
Lauren McHugh, RLA	-	Project Manager/Landscape Architect
Jennifer Salazar	-	Project Manager/Landscape Designer
Andrew Lytle	-	Landscape Designer
Arielle Talley	-	Landscape Designer

All projects with the County will be managed by Greg Meek, Principal, and Landscape Architect. He will be assisted by one of the project managers listed above as needed, depending on the type and timing of the specific project.

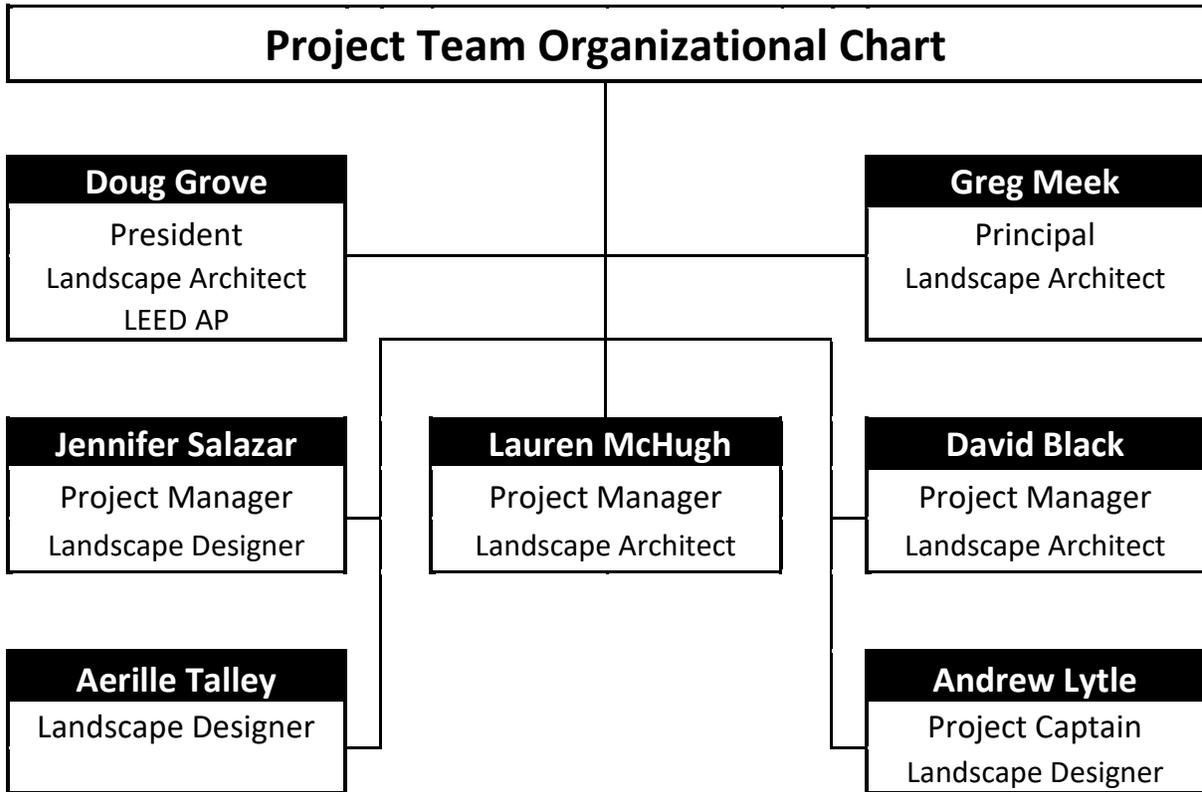
Resumes of Doug Grove, Greg Meek, have been included in this Statement of Qualifications.

- Doug Grove (951) 781-1930 ext. 121 dougg@rhala.com
- Greg Meek (951) 781-1930 ext. 122 gregm@rhala.com
- David Black (951) 781-1930 ext. 120 daveb@rhala.com
- Lauren McHugh (951) 781-1930 ext. 125 laurenm@rhala.com

Also included in the resumes is an extensive list of project experience on relevant public works projects.

Staff Availability

All of our Staff are available to work on and assist with the Kabian Memorial Park Improvement Project. Our current work load allows for additional new project and we have the ability to add additional employees to work on other projects if needed.



Sub Consultant Information

DAVID BECKWITH ASSOCIATES INC. – Civil Design, Land Surveying and Mapping- PE, QSD, QSP
9431 Haven Avenue Suite 232
Rancho Cucamonga, CA 91730
714.349.7007 (T)

GEOCON WEST, INC- Geotechnical Engineering
41571 Corning Place, Suite 101
Murrieta, CA 92562
951-304-2300 (T)

JCA ENGINEERING INC. – Electrical Engineering& Consulting
8048 Palm Avenue
Highland, CA 92346
909-864-0223 (T)

ULTRA SYSTEMS ENVIRONMENTAL – Environmental Consulting
16431 Scientific Way
Irvine, CA 92618
940-788-4900 (T)



Doug Grove, RLA, ASLA, LEED® AP
President

Education:

BS/1985/Landscape Architecture/
Cal State Polytechnic University, Pomona

Active Registration:

1987/Landscape Architect/2799/State of California
LEED Accredited Professional – United States Green Building Council (*USGBC*)



Mr. Grove is President, Principal Landscape Architect, and LEED Accredited Professional with RHA Landscape Architects-Planners, Inc. He graduated from California State Polytechnic University, Pomona in 1985 and holds a Bachelor of Science degree in Landscape Architecture. A professional Landscape Architect for over 38 years, his wide range of experience in the public works sector includes in the design and project management of hundreds of park projects as well as housing development, streetscape, institutional and commercial projects.

Mr. Grove has established his ability to work efficiently and professionally throughout all aspects of project development. His extensive experience has included management and design of projects from preliminary phases to construction documents, and coordination and observation of project installation. He has been responsible for coordinating public meetings, design development, and approval on numerous public works and parks projects as well as following through with obtaining all other necessary approvals needed for final drawing and project completion.

Mr. Grove serves on the California Park and Recreation Society (CPRS) State Board of Directors as the President. He also serves on the Board of Directors for the California Turf and Landscape Foundation at the University of California, Riverside and the Building Industry Association (BIA) Riverside County as Secretary. He is a past President of the CPRS State Development and Operations Section and a past Board Member for the United States Green Building Council – Inland Empire (USGBC-IE).

Representative projects include (partial list):

Park and Recreation Needs Assessments

- Benicia Parks, Trails, and Open Space Master Plan
- Chino Parks and Facilities Master Plan
- Carlsbad Parks and Recreation Master Plan

Neighborhood Parks

- Chino Rancho Park, City of Chino
- Lucinda Garcia Park, City of Monrovia
- Dolphin Park Inclusive Playground, City of Carson

Historical Parks

- Chino Old Schoolhouse Museum, City of Chino
- Aliso Viejo Ranch, City of Aliso Viejo

Community and Sports Parks

- La Palma Park, City of Anaheim
- Torrance Park, City of Torrance
- Yorba Park, City of Orange
- Oak Park Sports Fields, Pleasant Hill Recreation & Parks District



GREG MEEK, RLA
PRINCIPAL

EDUCATION:

BA/LANDSCAPE ARCHITECTURE/TEXAS A&M UNIVERSITY

Performance Leadership – DunkinWorks 2016

Resolve - Negotiations training – Agreement Dynamics Inc. 2017

ACTIVE REGISTRATION:

Landscape Architect/2484/State of California

Certified Playground Safety Inspector (CPSI)



Mr. Meek is a Principal Landscape Architect with RHA Landscape Architects-Planners, Inc. He graduated from Texas A&M and holds a Bachelor of Arts degree in Landscape Architecture. A professional Landscape Architect for over 36 years, his wide range of experience in the public works sector includes 3 years as the Senior Landscape Architect for the City of San Jose, the tenth largest city in the United States and 10 years of experience as a park development coordinator for various cities in California. He has been responsible for managing Park Dwelling and Park Impact fees, preparing and monitoring agency capital budgets, planning and managing agency capital improvement program, developing requests for services, agreements, and contracts, negotiating fees for services, preparing contracts, and managing staff and contractors.

Mr. Meek's experience in the private sector has included business development, client and project management, preparing budgets and cost estimates as well as the design of sports parks, neighborhood parks, schools, and streetscape projects. He has also provided consultant plan checking services for the cities of Jurupa Valley, Rialto, Diamond Bar and Palm Desert as well as in his capacity as landscape architect at the cities of Fullerton, San Jose, and San Mateo.

Representative projects include **(partial list)**:

- *Rialto Landscape Plan Checking Services, City of Rialto, California*
- *Elysian Park Inclusive Play Area and Splash Pad Los Angeles, California*
- *Lucinda Garcia Park Monrovia, California*
- *Marine Park Inclusive Play Area Santa Monica, California*
- *Lee Owens Park Expansion and Renovation, City of Whittier, California*
- *Dolphin Park Inclusive Playground, City of Carson, California*
- *Acacia Park Renovation and Play Areas, City of El Segundo, California*
- *Washington Park Play Area, City of El Segundo, California*
- *Jurupa Valley Planning Department Plan Checking, City of Jurupa Valley, California*
- *Hayward Square Park, City of San Mateo, California*
- *Beresford Park, City of San Mateo, California*
- *Martin Luther King Park, City of San Mateo, California*
- *Poplar Creek Golf Course club House Landscape Renovation, City of San Mateo, California*
- *Lake Cunningham Bike Park/ Extreme Sports Park, San Jose, California*
- *Grand Terrace Fitness Park, Grand Terrace, California*
- *Bagdouma Park Renovation Project, City of Coachella, California*
- *Dateland Park Renovation Project, City of Coachella, California*
- *Casmalia and Alder Street Beautification Project, Rialto, California*
- *Terra Bella Specific Plan Landscape Design Guidelines, French Valley California*

KEY PERSONNEL RESUMES – David Black



David Black, RLA
Project Manager

Education:

BS/1999/LANDSCAPE ARCHITECTURE/
CAL STATE POLYTECHNIC UNIVERSITY, POMONA

Active Registration:

2009/Landscape Architect/5509/State of California
Contractor License CA #789824(C27)

Mr. Black is a Project Manager and Licensed Landscape Architect with RHA Landscape Architects-Planners, Inc. He graduated from California State Polytechnic University, Pomona, and holds a Bachelor of Science degree in Landscape Architecture. He has more than 24 years of landscape design and construction experience and specializes in irrigation design for all projects at RHA. As a professional Landscape Architect, Mr. Black has established his ability to work efficiently and professionally throughout all aspects of project development. His experience has included management and design of projects from preliminary phases to construction documents, and coordination and observation of project installation. He has been responsible for coordinating meetings with clients and governing agencies, overseeing project budget preparation, design development and approval on numerous projects as well as following through with obtaining all other necessary approvals needed for final drawing completion.

Representative projects include:

Neighborhood Parks

- Dolphin Park Inclusive Playground, City of Carson
- Shadow Mountain Park Inclusive Playground, City of Moreno Valley
- Moreno Valley Community Park Skatepark, City of Moreno Valley
- Lancaster Skatepark, City of Lancaster
- Lee Owens Park, City of Whittier
- Acacia and Washington Parks , City of El Segundo
- Monte Vista Park, City of Chino
- Concourse & Mountain View Parks, City of Lake Forest
- Rimgate & Tamarisk Parks, City of Lake Forest
- Stagecoach Park, City of Corona
- San Antonio Park, City of Upland
- Jameson Park, City of Corona
- Pikes Peak Park, City of Norco

Community and Sports Parks

- Yorba Park, City of Orange
- Columbia Park, City of Torrance
- Fergusson Park, City of Rialto
- Rancho Jurupa Regional Sports Complex (synthetic turf), County of Riverside
- Rancho Jurupa Park – RV Park, Water Play & Miniature Golf, County of Riverside
- Moreno Valley Community Park – Soccer Field Renovations (synthetic turf), City of Moreno Valley

South PAWS-adena Dog Park

RHA worked with the City of South Pasadena to develop a concept plan for their dog park. A community meeting was held to discuss what the community would like to see in the park including surfacing type, shade, furniture, fencing, etc.

Client: City of South Pasadena
 Contact: Sheila Pautsch, Community Services Director - (626) 403-7362
 SPautsch@SouthPasadenaCA.gov
 Estimated Construction Cost: \$500,000
 Principal-in-Charge: Doug Grove



 **Dog Park**
 South Pasadena, California

Concept Plan January 26, 2015



Yorba Park Dog Park

RHA worked with the City of Orange to develop a concept plan and construction documents for their dog park. Unique to this design was a large dog park big enough so that the city can open and close each section so the turf has time to recover. A community meeting was held to discuss what the community would like to see in the park including surfacing type, shade, furniture, fencing, etc.

Client: City of Orange
 Contact: Nathan Bluhm, Senior Project/Landscape Coordinator - (714) 532-6491
 nbluhm@cityoforange.org
 Estimated Construction Cost: \$725,000
 Principal-in-Charge: Doug Grove



RHA
 RHA LANDSCAPE ARCHITECTS + PLANNERS, INC.
 1000 N. GARDEN ST. SUITE 100
 ANAHEIM, CA 92810
 (714) 532-6491
 www.rha-planners.com

Yorba Park
 Orange, California

Site Improvement Plan

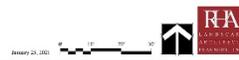
Monrovia Dog Park

RHA worked with the City of Monrovia to develop a concept plan for their dog park. A community meeting was held to discuss what the community would like to see in the park including surfacing type, shade, furniture, fencing, etc.

Client: City of Monrovia
Contact: Tina Cherry, Community Services Director - (626) 256-8226
tcherry@ci.monrovia.ca.us
Estimated Construction Cost: \$650,000
Principal-in-Charge: Doug Grove



 **RECREATION PARK** Dog Park



Essig Dog Park

RHA worked with the Town of Yucca Valley to develop a concept plan and construction documents for South Side Community Park with includes a dog park as shown in the red circle below. A community meeting was held to discuss what the community would like to see in the park including surfacing type, shade, furniture, fencing, etc.

Client: Town of Yucca Valley
 Contact: Shane Stueckle, Deputy Town Manager - (760) 369-1265 Ext. 305
 sstueckle@yucca-valley.org
 Estimated Construction Cost: \$685,000
 Principal-in-Charge: Doug Grove



South Side Community Park

Town of Yucca Valley



Project Understanding & Approach - Dog Park Experience

We have all seen how excited dogs get while allowed to run and play with other dogs. This can be a real problem if the park is not designed properly. Exercise equipment, trees, benches, and boulders can be life threatening to a distracted dog running fast with other dogs. Speaking with several cities who operate existing dog parks and while designing new dog parks for other cities, we have developed strategies for creating interesting and exciting parks for both the dogs and their owners that are safe, functional, and maintainable.

Design Opportunities

- Dog safety is one of our top priorities, so we will speak with local veterinarians in Glendale and determine the most frequent injuries they see from dogs using dog parks. We want to ask the vets what their concerns are about dog parks and what they would design differently.
- Just like other types of parks, dog parks can be a very social event where neighbors meet, friendships are made, and strong communities begin. Creating comfortable areas in and around the Dog Park where people can interact, rest, and recharge from a busy schedule is important. The dogs are having fun so we feel the humans should also! We have some fun and creative ideas on how to make the Glendale Park dog park great for people as well!
- We will address all of the standard items such as grading, accessibility, accessible parking stalls, efficient irrigation, benches, drinking fountains, drainage, lighting, fencing, gates, waste stations, etc. But what will make this park amazing are the things you don't associate with a dog park. Things like land form grading to create interest, logs to walk on, boulders to stand on, and maybe even water to cool off in? We have visions of a nature park for dogs with native perimeter plantings, nature themed site furnishings, and nature themed exercise/agility equipment. We will be bringing nature to all the dogs that never make it out of the City.
- We will design the space to prevent unauthorized use through the use of fencing, security cameras, good sight lines, and security lighting.



Creative fencing can add fun to the park!
Carlson Bark Park, Riverside

We understand that the dog interaction areas, separated by fencing to create separate areas for smaller dogs, larger dogs and to leave areas off limits for maintenance is the preferred design. We implemented a similar design for Yorba Park in the City of Orange. The Dog Park may also include the following elements:

- Shade structures, with tables and seating
- Water fountains for dogs and owners
- Seating areas
- Amenities and furnishings that will create a healthy, interactive and social experience for dogs and owners.
- Restroom facilities with storage (the City may opt to go with a prefabricated restroom)
- Walkways
- Trail markers and park area signage, as needed
- Parking lot with handicap and electric vehicle charging
- Lighting for dog interaction areas, pedestrian lighting, parking lot lighting

- Dog-friendly landscaping with proper irrigation
- Waste receptacles and pet waste stations

Scope of Services

1. Project Management and Coordination

We will prepare and update a project schedule and coordinate the project with you and your staff as required. We will be available for project discussions in person, over the phone, and via email. We will manage and coordinate the project internally to ensure it stays on schedule.

2. Base Plan

We will prepare our base plan from a topographic survey we prepare and information provided by the city.

3. Site Research

We will visit the site to confirm our base sheet and improvement plans and make any adjustments necessary based on actual site conditions. We will also visit other dog parks in the city with city staff to review the pros and cons of each site.

4. Design Development Package

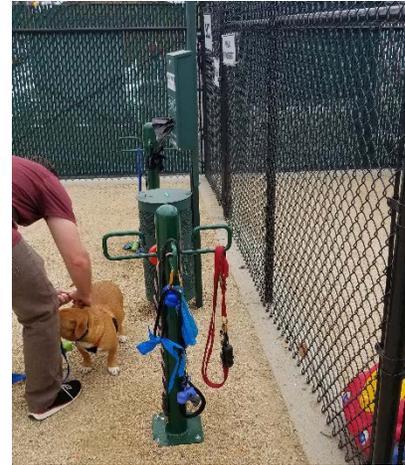
We will prepare a design development package showing the layout of all hardscape and landscape areas. This plan will include a conceptual planting plan with images of all plants on a large image board. We will also prepare an image board with all proposed site amenities. We will review the drawings with you and your staff and make revisions based on comments received. All amenities including brands and part numbers will be finalized before proceeding to construction documents.

5. Demolition Plan

We will prepare demolition plans delineating which site elements are to remain and which are to be removed. We anticipate removal of some of the trees, concrete paving, and the perimeter fence.

6. Grading and Drainage Plan

DBA Engineering will prepare the grading and drainage plan and details.



Leash holders are an important amenity at a successful dog park
Orange Dog Park at Yorba Park



Dog drinking fountains are a must!
Orange Dog Park at Yorba Park

7. Construction Plan and Details

We will prepare a construction plan that will locate by dimensioning the location of the proposed hardscape improvements. Details will be provided to demonstrate proper construction and installation will be provided. Design elements will include fencing and gates, new concrete walkways, seating areas, benches, tables, trash receptacles.



8. Planting Plan and Details

We will prepare planting plans and details designating plant selection for the landscape in this area. Details for proper installation of all plant material will be provided.

9. Irrigation Plan and Details

We will prepare irrigation plans and details to provide water for the landscape in this area. Irrigation calculations and details for proper installation of all irrigation equipment will be provided.



10. Electrical Plan and Details

JCA Engineering will prepare all electrical engineering to include all necessary plans to provide lighting and electricity for all elements of the site. These elements will include outdoor lighting, conduit for future cameras, and secure electrical outlets.



11. Opinion of Probable Construction Cost

We will prepare opinions of probable construction cost at each phase of the project for all improvements shown on our plans.

12. Specifications

We will prepare book specifications identifying types and qualities of materials and methods to be used in construction.



13. Owner Review Coordination and Revisions

We will coordinate plan reviews with you, your staff and other city departments and make revisions to plans and specifications as required.

14. Design Meetings

We have budgeted for meetings with you and City staff during the duration of the design portion of the project.

15. Bidding Coordination

We will respond to questions during the bidding period and provide written responses to you for distribution to the contractors.

16. Construction Administration

We will attend job site meetings during the course of the project construction in order to generally review and evaluate the construction schedule, monitor performance, review quality control standards, and provide assistance for any clarification or revision to the contract for construction.



We will explore creative signage like this dog park in Sacramento



*Shade Structure and Benches
South PAWS-adena Dog Park*



Orange Dog Park at Yorba Park



Dog "restroom"
Orange Dog Park at Yorba Park



Yucca Valley Dog Park

SCOPE OF WORK

A. PROJECT MANAGEMENT AND COORDINATION

We will attend status meetings as necessary during the course of the project to keep the City staff abreast of the project development. We will establish review milestones in the project schedule and submit deliverable products in a timely manner for adequate City review and revision. We have included ten (10) scheduled meetings or presentations during design development and construction document preparation.

Schedule: This project will have an efficient timeline because of the Placentia Dog Park improvements March, 2024 ARPA funding deadline. Contract Documents must be completed and ready for Bid Advertisement.

B. RESEARCH AND SITE ANALYSIS

We will perform all necessary data collection that will include research, gathering and reviewing existing City and County records appropriate for the project site. This information will include but not be limited to:

- Existing utility record drawings
- City record drawings
- Photos and analysis of existing park features and amenities



We will complete all field reconnaissance necessary to verify existing improvements and site conditions and locate and identify undocumented surface improvements relevant to the proposed site improvements.

We will provide a new topographic survey for the project and utilize it for the base plan.

C. SCOPE OF WORK

RHA will identify an optimal location and create a concept plan for the City's first dog park on an existing park area. We understand there are currently five potential park locations for the Dog Park to be installed and the proposed locations are Parque de Los Ninos, Parque de Los Vaqueros, Kramer Park, McFadden Park, or Richard R. Samp Park. The exact locations of the Dog Park will be determined by the RHA and City of Placentia staff. RHA will help determine the overall best location including non-City property. The development of the "City of Placentia Dog Park" (the "Project") will include two separate off-leash spaces for large and small dogs. Additionally, improvements will include agility course features, a dog washing station, site furnishing, landscape, and automated irrigation system. We understand that the new dog park will be utilized citywide by dog owners, families with children and by various programs conducted or coordinated by the City of Placentia Community Services Department.

RHA will consider the following components to be incorporated within the new dog park:

- Optimal Dog Park Location within the City limits
 - Park signage
 - Two separate off leash spaces for small dogs and large dogs
 - Access to existing park area, if located at a City park
 - Perimeter fencing and security gates
 - Pet proof fence and gate which include dog park entry corals
 - Walkways
 - Installation of agility course features
 - Optimal surface material for dog parks
 - Dog wash station
 - Water wise landscaping, including trees and landscape mounds
 - Site lighting
 - Automatic irrigation system
-
- **Survey:** On-the-ground field topographical survey work is to be determined by DBA Engineering if any existing or horizontal and vertical features are needed for the project. It is the Consultant's responsibility to provide only the survey necessary for the design of the project components identified within this RFP. Consultant shall identify in the proposal a detail list of features the survey would include. Design level survey and base mapping of the project site shall be prepared in US customary English units by a California licensed Land Surveyor in accordance with the City guidelines and in MicroStation CONNECT computer Aided design and Drafting (CADD) format. The horizontal datum shall be NAD 83 and the vertical datum shall be NAVD 88.
 - **Geotechnical investigation and report:** The Consultant shall provide geographical services which includes but is not limited to infiltration testing, geographical exploration, and provides remediation recommendations if necessary
 - **Environmental clearance:** The consultant shall prepare, distribute, and file any environmental noticing, documents, preparation of studies and technical reports for environmental clearances that may be needed for the project to meet state funding. This includes, but is not limited to state and local regulations, policies and procedures as they pertain to CEQA, environmental studies, environmental site assessment, and environmental reports
 - **Water Quality:** The Consultant shall coordinate with the City for the Low Impact Development (LID) requirements of the project and prepare a Water Quality Management Plan (WQMP) if deemed required. Consultant shall provide BMPs with appropriate size based on treatment and peak flow rates, freight to job site and one year of maintenance to include units and cost in the engineer's cost estimate. The selection of Best Management Practices (BMPs) will always be subject to site specific conditions and the Consultant will be required to perform the research into the site-specific 'conditions (e.g. prior contamination, depth to ground water, soil conditions, interfering utilities, etc.) that could preclude

infiltration. The Consultant shall also perform the required soils and/or infiltration system assuming it is the selected LID approach.

- **Utility Coordination:** The Consultant shall be responsible for all utility coordination efforts, including but not limited to; coordination with Edison for any electrical service connections, and water service connections for irrigation and water fountains
- **Site amenities:**
 - Waste bag dispensers, trash bins, recycle bins, dog waste bins, hydration stations with pet bowls, interpretive signage, park benches, picnic tables, drinking fountains at entrances

RHA will organize a kick-off meeting with City staff to discuss conceptual design plans, project goals and objectives, potential elements and issues, project schedule, review of existing information, and conduction of a site visit to all five proposed locations. RHA will utilize the five proposed sites and will be responsible for providing all design and engineering as required for all components within the project scope of work which includes but is not limited to the preparation and submittal of the PS&E package through completion with the approval from City to release construction. The RHA Team will research all information pertinent to the project including, but not limited to existing field condition, as-built plans and record drawings, right-of-way data and all future improvement plans adjacent to or affecting the project site. The RHA Team will identify all existing and proposed facilities within the project's limits and potential conflicts. Additional input will be gathered from City staff and the 5 community meetings that will be required for the firm and City to hold. The RHA Team will provide permit-ready improvement plans, construction and bid documents for typical Public Works Projects as well as provide bidding and construction support. All work shall be prepared under the supervision of an architect licensed by the State of California, experienced in designing Public Dog Parks and all subconsultants will be licensed in their respective fields as well..

We Understand the city is adopting a two-phase process for delivering the final design effort of the project. Under Phase I, the RHA project team will receive a Notice to Proceed to complete a Needs Assessment and report that will also include the full complement of equipment, signage and amenities to use in the dog park and conceptual renderings, 35% complete design stage improvement plans, site plans and ALTA survey, refined site plans and space utilization based on input received from city staff and a 35%

design level construction cost estimate. The results of the Phase I 35% design effort and construction cost estimate shall be shared with the City Council to evaluate whether it would like to proceed with the project through completion of the design phase and construction, or to scale back the size and scope of the project. The City Council could also elect to cancel the project at that phase. Proposers are asked to bifurcate work scopes, schedule and fees for the Phase I 35% complete level and the Phase II 100% complete level in their proposals.

I. Project Management, Meetings and Task Effort

RHA will prepare and submit a comprehensive schedule to reflect the time frames required for completing each task of Phases I and II and show work tasks, phases, durations, milestones, assignments, critical path, and other relevant data. Milestones, which are interdependent, and the completion date of each milestone must be identified.

The RHA Team will provide overall management of the project, including approvals for a needs assessment, preliminary conceptual designs and coordination with the City, utilities and agencies as necessary to complete the scope of work. The consultant will be responsible for facilitating monthly virtual progress meetings with City Staff to Obtain input and discuss any project related items as well as provide project schedule. Meetings may include but not be limited to kick off and project development team meetings with City staff and future preconstruction and construction progress meetings.

RHA will attend at least five (5) community meetings to obtain the residents' input throughout the design process. Each Community Meeting will take place at the locations proposed.

Management activities will include development and maintenance of a critical path method (CPM) design schedule and progress reports to be distributed monthly. The schedule and billings shall be submitted in the form and in sufficient detail to track the project status and contract expenditures as outlined by the City at the beginning of the project.

Progress design coordination meetings: RHA at or before these progress design coordination meetings, shall supply two copies of all completed or partially completed reports, studies, plans, specifications and estimates which have been developed or altered during the previous month.

RHA will keep minutes of meetings and distribute a draft copy of minutes to the City for comments and approval. City comments shall be incorporated into the final meeting minutes by the Consultant to the satisfaction of the City.

Phase I 35% Design Effort

We Understand that the City's anticipated delivery schedule for Phase I of this project is as follows:

January 2024 – City Council awards professional services agreement for Phase I 35% complete level architectural and engineering design services.

January 2024 – March 2024 – Phase I 35% design effort completed.

April 2024 – City Council evaluation of 35% Phase I design effort.

Task 1.0 Needs Assessment

Utilizing the proposed site plans as a starting point, the consultant will work with City staff and the community to further refine the equipment, signage, amenities, and space utilization based on input provided by the City to identify in greater detail the various features, function, and form of the new Dog Park. Through the Community meetings the consultant will finalize the various equipment and amenities layout of the individual spaces within the site that fit with the intended programming usage. A Phase I Environmental Report and geotechnical investigation of the proposed project site must be completed as part of the project Needs Assessment.

The finished product will result in detailed site plans in conformance with current building codes and facilities of comparable size and amenities. A final detailed list of equipment, signage, and amenities are to be supplied and installed by the building contractor will also be provided. Schematic improvement plans, refined site plans and ALTA survey for the new Dog Park will be developed in tandem with the proposed programmatic uses for exterior spaces as part of this project phase. At the conclusion of Task 2.0, the consultant shall prepare a 35% level construction cost estimate for the project.

Task 2.0 Phase II 100% Improvement Plans and Construction Documents

Should the City Council elect to proceed with this project after considering the 35% design effort, the City and consultant will amend the existing professional services agreement to proceed with Phase II of the project under a separate Notice to Proceed.

Under Phase II, the RHA Team will prepare permit-ready final engineered Plans, Specifications, and Estimates (PS&E) for the project based on the City Council- approved preferred project alternative. The plans and specifications will be prepared and reviewed by the City at the 65%, and 100% design stages. The City's Building Official will also review and approve the plans for code compliance. Plans shall be prepared at a scale of 1" = 40' and shall be prepared using the latest version of AutoCAD. The improvement plans will include but are not limited to survey, civil design, geotechnical investigation and report (for soils analysis), infiltration testing, architectural design, landscape architectural design, site improvements design, structural designs, interior designs, furniture or equipment selections, electrical engineering, mechanical and plumbing engineering, etc.

The RHA Team will need to coordinate with utility companies for any electrical service connections and water service connections for irrigation and water fountains. The bid specifications and construction documents shall be prepared based on typical Public Works construction and contract administration specifications such as the "Greenbook." The consultant will utilize the City's existing front-end boilerplate bid specifications and contract documents and attach all relevant technical specifications developed by the consultant for use on this project. All proposed Americans with Disability Act (ADA) improvements must follow current ADA and/or California Building Code (CBC) regulations. In addition, the consultant shall engage a Certified Access Specialist (CAsp) to review its plans as well as to certify the final plan set as fully compliant with current ADA and/or CBC standards.

D. CONSTRUCTION DOCUMENTS

All plans will be developed using AutoCAD 2018. We will utilize the City title block at 24" x 36".

1. DEMOLITION PLAN

RHA will prepare a demolition plan that will identify all existing items within the proposed improvement area and whether they are to be protected-in-place or removed.

2. PRECISE GRADING & DRAINAGE PLAN

DBA will prepare precise grading and drainage plans. Plans will include plotting of the existing and proposed structures, finished grading design, and local area drainage design. Includes agency plan check revisions, construction notes, quantities, and construction details

3. HYDROLOGY REPORT

DBA will prepare a hydrologic analysis report in compliance with the Riverside County Hydrology Manual, latest addition. Report will document existing and proposed drainage patterns and systems. Includes hydrology map, hydrologic calculations, and a written narrative of the proposed project, its impacts, and how they are mitigated. Task does not include the analysis of off-site flows. WATER QUALITY MANAGEMENT PLAN/LOW IMPACT DEVELOPMENT (WQMP/LID) DBA will prepare the WQMP/LID documents in conformance with the requirements and conditions for Low Impact Development (LID) improvements that are compliant with NPDES Order R8-2010-0036 and NPDES No CAS 618036 for the County of Los Angeles. The WQMP/LID will analyze and prescribe structural and non-structural Best Management Practices (BMPs) in compliance with LID standards. Treatment control BMP's will be appropriately sized to meet minimum flow rate/volume mitigation design requirements of the local municipal agency.



Mountain View Park, Lake Forest

4. CONSTRUCTION PLAN & DETAILS

RHA will prepare a construction plan that will locate by dimensioning all site elements including, splash pad, restroom, playground area, basketball courts, exercise stations, trail, concrete paving, and parking lot improvements and striping. Details will be provided to demonstrate proper construction and installation of all the site elements.

5. IRRIGATION PLAN & DETAILS

RHA will prepare irrigation plans that will provide irrigation systems on site to accommodate all new improvements. RHA will work with City staff to determine the location of point of connection and irrigation equipment to be incorporated into the design around the new amenities. Pressure loss calculations, point of connection, mainline, lateral and head layout, drip irrigation layout, controller location, and flow calculations will be provided. Details will be provided to demonstrate proper installation of all irrigation equipment.



Butterfly Park, Ontario

6. PLANTING PLAN & DETAILS

RHA will prepare detailed plans for all new planting areas on the site. These plans will locate and identify all items of plant material to be used. Drought tolerant plant materials will be used to conserve water, reduce maintenance and ensure the long-term health and viability of the plant material.

7. ELECTRICAL PLAN & DETAILS

JCA Engineering will prepare an electrical plan and details that will locate lighting and provide power to the new light poles.

8. SPECIFICATIONS

We will prepare book specifications identifying types and qualities of materials and methods to be used in construction.

E. OPINION OF PROBABLE CONSTRUCTION COSTS

We will prepare a detailed opinion of probable construction cost at the design development stage and at 100% submittal of the construction documents. The estimate will be a very detailed line item document identifying all of the specific amenities proposed for construction.

F. BIDDING ASSISTANCE & COORDINATION

We understand that the City will coordinate the advertising of the plans and specifications for bidding and hand out all plans and specifications to the contractors. We will assist the City in preparing addendums, answering questions and attending a pre-bid conference.

G. CONSTRUCTION SUPPORT

RHA will review shop drawings, respond to requests for information, attend the preconstruction meeting, make eight (8) field observation visits of the project during construction to review construction progress as requested by the City. The City's inspector will provide the day-to-day inspection and organize the meetings. We will support the City, advising and making recommendations.

The following duties will be included in the construction administration phase:

1. A pre-construction conference will be conducted to be attended by the City, Design Team, and the contractor along with major subcontractors for the project. All of the requirements regarding the hours of operation during the length of the construction process will be carefully outlined. All of the required contracts, bonds, and insurance will be reviewed with the contractor. Construction schedules as provided by the contractor along with the schedule of values will be reviewed and approved.



Rancho Jurupa Regional Sports Park, Jurupa Valley

2. Periodic visits (a total of 8 visits @ 3 hours/visit have been budgeted) to the job site will be conducted including meetings with the general contractor and the City to ascertain the progress of the project and its compliance with the contract documents. Meeting minutes will be prepared for distribution.
3. All necessary drawings/specification clarifications will be prepared to further indicate project requirements.
4. All submittals provided by the contractor as required in the contract documents will be reviewed and approved including shop drawings, samples, and product data. Turnaround time for review of submittals will be two (2) weeks from receipt of submittals in RHA's office.
5. Assistance will be provided as to the appropriateness of all testing and inspection related to the project.
6. Upon completion of the project, a final punch list will be prepared for items to be corrected on the project by the contractor. Assistance will be provided in coordinating all of the required guarantees and operating manuals for all of the components of the irrigation systems.
7. A final inspection of the park at the conclusion of the landscape maintenance period. We will make recommendations for acceptance by the City as appropriate.
8. We will prepare as-built record drawings of the final installation based on as-built redline plans provided by the contractor.

SCHEDULE

RHA LANDSCAPE ARCHITECTS WILL PROVIDE A DETAILED MICROSOFT PROJECTS SCHEDULE FOR EACH OF THE PROJECT TASKS AT THE KICK OFF MEETING FOR THE PLACENTIA DOG PARK PROJECT. THE FOLLOWING ARE THE MILESTONE DATES THAT WE WILL MEET:

January 2024 – City Council awards professional services agreement for Phase I 35% complete level architectural and engineering design services.

January 2024 – March 2024 – Phase I 35% design effort completed.

April 2024 – City Council evaluation of 35% Phase I design effort.

May 2024 – City Council awards professional services agreement for professional architectural and engineering design services for Phase II 100% Improvement Plans and Construction Documents effort.

May 2024 – August 2024 – Phase II 100% Improvement Plans and Construction Documents effort completed.

REQUIRED STATEMENTS

1. RHA Landscape Architects will perform the services and adhere to the requirements described in this RFP, including any addenda.
2. RHA understands that subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.
3. RHA Landscape Architects will not substitute members of our designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
4. RHA Landscape Architects has no Conflicts of Interests.
5. RHA Landscape Architects has had no Collusion with other proposing firms.
6. RHA Landscape Architects can and will fulfill the indemnification and insurance requirements contained in the sample contract.

Placentia Dog Park

RHA Landscape Architects-Planners, Inc.

RHA Landscape Architects-Planners, Inc.

Resource Allocation and Cost Proposal

January 9, 2024

TASK	RHA Landscape Architects-Planners, Inc.			David Beckwith & Associates			JCA Engineering			Geocon			UltraSystems			Total Hours	TOTAL
	Principal	Project Manager	Landscape Designer	Principal	Project Manager	Staff	Principal	Project Manager	Staff	Principal	Project Manager	Staff	Principal	Project Manager	Staff		
	\$210	\$175	\$130	\$325	\$305	\$275	\$230	\$180	\$165	\$220	\$160	\$100	\$200	\$165	\$100		
Phase 1 Needs Assessment and Preliminary Plan (35%)																	
Project Management and City Staff Meetings	4	12	7	8									8	8		47	\$ 9,370
Identify Optimal location and Preliminary Design	8	8	24													40	\$ 6,200
Community Meetings (5)	4	20														24	\$ 4,340
Design/Topographic Survey		2		8	8	8										26	\$ 7,590
Underground Utility Locating				4	4	6										14	\$ 4,170
Site Research and Review Project Data	4	8	8				2									22	\$ 3,740
Environmental Project Description													8	6	4	18	\$ 2,990
Biological Resources Survey													14	12	6	32	\$ 5,380
Arborist Survey & Tree Protection Plans													8	11	16	35	\$ 5,015
Environmental Records Search													2	1		3	\$ 565
Air Quality Assessment													8	12	8	28	\$ 4,380
Noise Assessment													12	8	13	33	\$ 5,020
Cultural Resources Record Search													4	4		8	\$ 1,460
Prepare Screencheck Class 32 Exemption Document													12	11	6	29	\$ 4,815
Revise Screencheck and Submit Final Class 32 Exemption													4	4	1	9	\$ 1,560
Prepare NOEs and Submit to County Clerk													4			4	\$ 800
Preliminary Planning and Dog Park Design	8	16	40													64	\$ 9,680
Opinion of Probable Construction Cost(35%)		5	4													9	\$ 1,395
Subtotal Hours	28	71	83	20	12	14	2	-	-	-	-	-	84	77	54	445	
Subtotal Dollars	\$ 5,880	\$ 12,425	\$ 10,790	\$ 6,500	\$ 3,660	\$ 3,850	\$ 460	\$ -	\$ 16,800	\$ 12,705	\$ 5,400		\$ 78,470				
Expenses	\$1,530																\$ 1,530
TOTAL	\$30,625			\$14,010			\$460			\$0			\$34,905				\$ 80,000
PHASE II 100% IMPROVEMENT PLANS and CD's																	
Project Management and City Staff Meetings	8	16	16	8	8											56	\$ 11,600
Geotechnical Investigation & Report		2								8	20	39				69	\$ 9,210
Demolition Plan	2	8	12													22	\$ 3,380
Precise Grading and Erosion Control Plans				8	20	24										52	\$ 15,300
On Site Wet Utility Plan				8	16	2										26	\$ 8,030
Hydrology Study				8	8											16	\$ 5,040
WQMP/LID				8	8	11										27	\$ 8,065
Construction Plan & Details	4	8	52													64	\$ 9,000
Electrical Plan & Details		2	2				24	28	22							78	\$ 14,800
Irrigation Plan & Details		4	38													42	\$ 5,640
Planting Plan & Details		4	24													28	\$ 3,835
Specifications	2	8	4	5	5											24	\$ 5,490
Plan Revisions and Coordination	2	8	12													22	\$ 3,380
Opinion of Probable Construction Cost (65% & 100%)	2	2	8													12	\$ 1,810
Subtotal Hours	20	62	168	45	65	37	24	28	22	8	20	39	-	-	-	538	
Subtotal Dollars	\$ 4,200	\$ 10,850	\$ 21,855	\$ 14,625	\$ 19,825	\$ 10,175	\$ 5,520	\$ 5,040	\$ 3,630	\$ 1,760	\$ 3,200	\$ 3,900	\$ -	\$ -	\$ -		\$ 104,580
Expenses	\$1,470																\$ 1,470
TOTAL	\$38,375			\$44,625			\$14,190			\$8,860			\$0				\$ 106,050
TOTAL HOURS	48	133	251	65	77	51	26	28	22	8	20	39	84	77	54	983	983
TOTAL EXPENSES	\$3,000			\$0			\$0			\$0			\$0				\$ 3,000
TOTAL FEES	\$ 10,080	\$ 23,275	\$ 32,645	\$ 21,125	\$ 23,485	\$ 14,025	\$ 5,980	\$ 5,040	\$ 3,630	\$ 1,760	\$ 3,200	\$ 3,900	\$ 16,800	\$ 12,705	\$ 5,400		\$ 183,050
TOTAL DOLLARS	\$69,000			\$58,635			\$14,650			\$8,860			\$34,905				\$ 186,050

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2024

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

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

PRODUCER License # 0757776 HUB International Insurance Services Inc. PO Box 5345 Riverside, CA 92517	CONTACT NAME: Jennifer Housel PHONE (A/C, No, Ext): (951) 779-8581 FAX (A/C, No): (951) 231-2572 E-MAIL ADDRESS: Cal.CPU@Hubinternational.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Insurance Company of America		31534
INSURER B: Security National Insurance Company (Am Trust)		19879
INSURER C: Continental Casualty Company		20443
INSURER D:		
INSURER E:		
INSURER F:		

INSURED: RHA Landscape Architects-Planners, Inc.
6800 Indiana Ave, Ste 245
Riverside, CA 92506

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		OB3D820387	2/3/2023	2/3/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		OB3D820387	2/3/2023	2/3/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	SWC1449782	8/21/2023	8/21/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab			LAH003011898	8/6/2023	8/6/2024	Each Claim 2,000,000
C	PROF DED: \$15,000			LAH003011898	8/6/2023	8/6/2024	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: City of Placentia Dog Park Design.

City of Placentia, and its elected and appointed boards, officers, officials, agents, employees, and volunteers are Additional Insured with regard to the General Liability and Auto Liability policies, when required by written contract, per the attached endorsement form 391-1006 08/16. Coverage is Primary & Non-Contributory with regard to the General Liability and Auto Liability policies, when required by written contract, per the attached endorsement form 391-1448 08/16. Waiver of Subrogation applies to the Workers Compensation policy, when required by written contract, per the attached endorsement form WC040306 (Ed. 04/84).

CERTIFICATE HOLDER City of Placentia Attn: Madelinne Villapando 401 E. Chapman Placentia, CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY:**

1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured by Contract, Agreement or Permit

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

(2) Premises you own, rent, lease or occupy; or

(3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

(1) Only applies to the extent permitted by law; and

(2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

(3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

(4) Will not be broader than coverage provided to any other insured.

(5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
 - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
 - (3) To any lessor of equipment:
 - (a) After the equipment lease expires; or
 - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
 - (4) To any:
 - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
 - (b) Managers or lessors of premises if:
 - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
 - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
 - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved the rendering of or failure to render any professional services by or for you.
- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance** :

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

e. All other insuring agreements, exclusions, and conditions of the policy apply.

2. Additional Insured - Broad Form Vendors

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured:**

Additional Insured - Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
 - (1) Only applies to the extent permitted by law;
 - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
 - (3) Will not be broader than coverage provided to any other insured; and
 - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
The insurance afforded to the vendor does not apply to:
 - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
 - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
- (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
- (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**
- The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:
1. Required by the contract or agreement described in Paragraph a.; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.
- 3. Alienated Premises**
- SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property,** paragraph (2) is replaced by the following:
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.
- 4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**
- a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**
- Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.
- b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**
1. "Customers goods" means property of your customer on your premises for the purpose of being:
 - a. Worked on; or
 - b. Used in your manufacturing process.
 - c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.
- 5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**
- SECTION II - LIABILITY, C. Who Is An Insured,** paragraph 2.a.(1)(d) does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

6. Personal Injury - Broad Form

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14.** "Personal and advertising injury", paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

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

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

7. Product Recall Expense

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

o. Recall of Products, Work or Impaired Property is replaced by the following:

o. Recall of Products, Work or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**, paragraph 3.b.:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

Product Recall Expense Limits of Insurance

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

g. Product Recall Deductible

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
 - (3) Remuneration paid to your regular "employees" for necessary overtime;
 - (4) Hiring additional persons, other than your regular "employees";
 - (5) Expenses incurred by "employees" including transportation and accommodations;
 - (6) Expenses to rent additional warehouse or storage space;
 - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
 - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.
- 8. Unintentional Failure to Disclose Hazards**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**
Representations
We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.
- 9. Unintentional Failure to Notify**
The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**
Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AVENUES BUSINESSOWNERS DELUXE PLATINUM ARCHITECTS AND ENGINEERS PROGRAM BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
 BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

The following is added to **SECTION I - PROPERTY** :

The limits applicable to the coverages included in this endorsement may either be in addition to or included within the applicable Limit of Insurance. For application of the limits, refer to each coverage within this endorsement. Words or phrases in quotation marks have special meanings. The meaning of words or phrases in quotation marks is explained within the applicable coverage section. The coverages in this endorsement amend the coverage provided under the Businessowners Coverage Form through new coverages and replace coverage grants. These coverages are subject to the provisions applicable to this policy, except where amended within this endorsement.

If any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part of, or if more than one coverage under this endorsement applies, in the event of loss or damage, you may choose only one of these coverages to apply to that loss. The most we will pay in this case is the limit of insurance applying to the coverage you select. Coverages included in this endorsement apply either separately to each described premises or on an occurrence basis. Refer to each coverage within this endorsement for application of coverage.

We provide no coverage for Business Income; Extended Business Income; Extra Expense; or Business Income and Extra Expense from Dependent Properties for any of the Coverages included as part of this endorsement unless specifically stated, and then only to the extent provided for within that Scheduled or Blanket Coverage provision.

I. COVERAGES

Scheduled Coverages	Limit	Page
1. Accounts Receivable On Premises Accounts Receivable Off Premises	\$250,000 \$250,000	3
2. Backup or Overflow of a Sewer, Drain or Sump	Included	3
3. Brands and Labels	Included	3
4. Business Income Billable Hours Option	\$25,000	4
5. Business Income and Extra Expense - Dependent Properties	\$100,000	4
6. Transit Business Income and Extra Expense	\$50,000	5
7. Business Income from Websites	\$50,000 / 7 Days	5
8. Civil Authority	24 hour waiting period	5
9. Computer Equipment Computer Equipment In Transit or Off Premises Computer Equipment - Newly Acquired or Constructed Property	Included \$100,000 \$100,000	6
10. Computer and Funds Transfer Fraud	\$10,000	6
11. Consequential Loss to Stock	Included	6
12. Contract Penalties	\$25,000	6
13. Denial of Access to Premises	30 Days; 72 Hour Waiting Period	6
14. Electronic Vandalism	\$100,000	7
15. Employee Theft Including ERISA Compliance	\$50,000	7

16. Expediting Expenses	\$25,000	7
17. Extended Business Income	90 Days	7
18. Fine Arts (Including Architectural Models)	\$100,000	8
19. Forgery or Alteration	\$50,000	8
20. Hired Auto - Physical Damage	\$50,000	8
21. Identity Theft Expense Reimbursement	\$15,000	9
22. Interruption of Computer Operations On Premises Interruption of Computer Operations Off Premises	\$500,000 \$25,000/\$50,000	10
23. Marring and Scratching	Included	11
24. Money and Securities Inside the Premises Money and Securities Outside the Premises	\$25,000 \$25,000	11
25. Money Orders and Counterfeit Money	\$25,000	11
26. Newly Acquired or Constructed Property -Business Income and Extra Expense	\$500,000	11
27. Ordinance or Law - Demolition Cost Coverage and Increased Cost of Construction	\$25,000	11
28. Ordinance or Law - Increased Period of Restoration	\$50,000	11
29. Ordinance or Law (Tenants Improvement Extension)	\$25,000	12
30. Outdoor Property	\$25,000	12
31. Personal Effects	\$75,000	12
32. Portable Electronic Devices Coverage Worldwide	\$10,000	12
33. Precious Metal Theft Payment Changes	\$25,000	13
34. Preservation of Property - Expense	\$25,000	13
35. Personal Property in Transit	Included	13
36. Sales Representative Samples	\$25,000	13
37. Temporary Relocation of Property	\$50,000	13
38. Tenant Signs	Included	14
39. Utility Services Direct Damage (Including Overhead Transmission Lines) Business Income (Including Overhead Transmission Lines)	\$25,000 \$25,000	14
40. Valuable Papers and Records (Other Than Electronic Data) On Premises Valuable Papers and Records (Other Than Electronic Data) Off Premises	\$100,000 \$100,000	14
41. Worldwide Property Off Premises	\$50,000	14

SECTION II - LIABILITY Changes	Limit	Page
1. Additional Insured by Contract, Agreement or Permit - Amended	Included	15
2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory	Included	15
3. Aggregate Limit of Insurance (Per Project)		16
4. Damage to Premises Rented to You - Revised Limit	\$1,000,000	16
5. Limits of Insurance - Medical Expenses	\$10,000 per person	16
6. Newly Acquired or Formed Organizations	180 Days	17
7. Non-Owned Watercraft	75 Feet	17
8. Who Is An Insured - Unnamed Joint Venture	Included	17

II. DEDUCTIBLES

Deductibles are subject to the provisions applicable to the Businessowners Coverage Form except as provided below. We will not pay for covered loss or damage in any one occurrence unless the amount of loss or damage exceeds the applicable Deductible amount. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

III. COVERED PROPERTY

Scheduled Coverages

1. Accounts Receivable

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable, paragraphs (2) and (3) are replaced by the following:

- (2) We will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises. The most we will pay is \$250,000 for accounts receivable at the described premises, unless a higher Limit of Insurance for accounts receivable is shown in the Additional Property Coverage Schedule.
- (3) We will pay under this Coverage Extension for loss or damage in any one occurrence not at the described premises. The most we will pay is \$250,000 for accounts receivable not at the described premises.

2. Backup or Overflow of a Sewer, Drain or Sump

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Backup or Overflow of a Sewer, Drain or Sump

- (1) We will pay for direct physical loss or damage to Covered Property at the described premises, solely caused by or resulting from water or waterborne material carried or moved by water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment. The term drain includes a roof drain and its related fixtures.
- (2) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, B. Exclusions, g. Water**, paragraph (3) is deleted.
- (3) Payment under this Additional Coverage is included within the applicable Limit of Insurance for Covered Property at a premises described in the Declarations. This Additional Coverage does not increase the Limits of Insurance.
- (4) **Special Sewer Backup Exclusion**
We will not pay for:
 - (a) Loss or damage from water or other materials that back-up or overflow from any sewer or drain, sump, sump pump or related equipment when it is caused by or results from any "flood", regardless of the proximity of the back-up or overflow to the "flood" condition; or
 - (b) Failure to keep a sump pump or its related equipment in proper working condition; or
 - (c) Failure to perform routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

3. Brands and Labels

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Brands and Labels

(1) If Covered Property that has a brand or label is damaged by a Covered Cause of Loss and we elect to take all or any part of the damaged property at an agreed or appraised value, you may extend the insurance that applies to your Business Personal Property to:

(a) Pay expenses you incur to:

- (i) Remove the brand or label and then relabel the damaged property to comply with any applicable law; or
- (ii) Label or stamp the damaged property Salvage, if doing so will not physically damage the property.

(b) Cover any reduction in the salvage value of the damaged property as a result of the removal of the brand or label.

(2) Payment under this Extension is included within the Limit of Insurance applicable to your Business Personal Property.

4. Business Income Billable Hours Option

The following is added to **SECTION I - PROPERTY, A. Coverage, E. Property Loss Conditions, 5. Loss Payment:**

Business Income Billable Hours Option

(1) At your option you may choose to settle a covered Business Income and Extra Expense loss, as described under the Business Income, Extra Expense and Utility Services Additional Coverages, on a billable hours basis. If you choose this settlement method, the billable hours will be verified through review of your historical financial records or based on an average of your billable hourly rate over the past 12 months.

(2) This loss settlement option is only available to you prior to your submission to us of calculations described under **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income.**

(3) If you choose this option, **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income**, paragraph (c) is replaced by the following:

(c) Business Income means the:

- (i) Income that would have been generated from billable hours normally charged by you to your clients for services performed by you or your employees if no physical loss or damage occurred;
- (ii) Other income of your business that would have been incurred if no physical loss or damage occurred;
- (iii) Continuing normal operating expenses incurred, including "payroll expenses". However, if your business is not generating any income because you are primarily in research or development or have not yet brought your product to market, your continuing normal operating expenses, including "payroll expenses" will not be offset by the Net Loss; and
- (iv) "Rental Value".

For manufacturing risks, Net Income includes the net sales value of production.

(4) For any occurrence, the two available methods for adjusting and calculating Business Income and Extra Expense loss may not be combined. When the alternative billable hours approach described above is selected, the maximum coverage under this loss settlement option is \$25,000 on an actual loss sustained basis.

5. Business Income and Extra Expense - Dependent Properties

The heading for **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, m. Business Income from Dependent Properties** is replaced by the following:

m. Business Income and Extra Expense from Dependent Properties

The following is added to **Business Income and Extra Expense from Dependent Properties:**

We will pay the necessary Extra Expense you incur due to direct physical loss of or damage to "dependent property" caused by or resulting from a Covered Cause of Loss.

The definition of Extra Expense for this Additional Coverage is replaced by the following:

Extra Expense means necessary expenses you incur during the "period of restoration" for the "dependent property" that you would not have incurred if there had been no direct physical loss or damage to the premises of any "dependent property" caused by or resulting from a Covered Cause of Loss:

- (1) To avoid or minimize the "suspension" of business and to continue "operations"; or
- (2) To minimize the "suspension" of business if you cannot continue "operations".

We will reduce the amount of your Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.

- (3) Paragraph (2) of this Additional Coverage is replaced by the following:

- (2) The most we will pay under this Additional Coverage is \$100,000 per occurrence, regardless of the number of "dependent properties" affected.

6. Transit Business Income and Extra Expense

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Transit Business Income and Extra Expense

- (1) We will pay the actual loss of Business Income you sustain and necessary and reasonable Extra Expense you incur caused by direct physical loss of or direct physical damage to Covered Property while "in transit" caused by or resulting from a Covered Cause of Loss.
- (2) **SECTION I - PROPERTY, B. Exclusions**, paragraphs **1.b Earth Movement** and **1.g Water** do not apply to this Additional Coverage:
- (3) The most we will pay for loss in any one occurrence under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

7. Business Income from Websites

- a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Business Income from Websites

- (1) You may extend this insurance to apply to a "suspension" of "operations" caused by direct physical loss or damage to property that you depend on for "web site and communications services" from a Covered Cause of Loss.
- (2) We will not pay for any loss of Business Income you incur during the first 12 hours that immediately follows the time when you first discovered the Covered Cause of Loss. This Waiting Period does not apply to Extra Expense.
- (3) The most we will pay for the actual loss of Business Income and necessary and reasonable Extra Expense in any one occurrence under this Additional Coverage is \$50,000 and only for the 7-day period immediately following the Covered Cause of Loss.
- (4) Coverage does not apply to Websites unless there is a duplicate or back-up copy of your Web Page stored at a location that is at least 1,000 feet away from the premises of the vendor that provides "web site and communications services".
- (5) "Web Site and Communication Services" means:
 - (a) Internet access, e-mail, web hosting, value added network services and application software services at the premises of others; or
 - (b) Network and router infrastructure located more than 1,000 feet from the described premises.
- b. This Additional Coverage is not subject to **SECTION I - PROPERTY, C. Limits of Insurance**.

8. Civil Authority

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, i. Civil Authority, paragraph (2) is replaced by the following:

- (2) Civil Authority Coverage for Business Income will begin 24 hours after the time of the first action of civil authority that prohibits access to the described premises and will end:
 - (a) Four consecutive weeks after the time of that action; or
 - (b) When your Civil Authority Coverage for Business Income ends;

whichever is later.

9. Computer Equipment

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, r. Computer Equipment, paragraph (6) is replaced by the following:

- (6) Regardless of the number of insured locations involved, the most we will pay for loss or damage under this Additional Coverage in any one occurrence is the applicable Limit of Insurance for Covered Property at the premises described in the Declarations. .

The most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence while "in transit" or at a premises other than the described premises is \$100,000.

The most we will pay for loss or damage under this Additional Coverage to property described in paragraphs (1) and (2) above in any one occurrence for property that you newly acquire is \$100,000.

With respect to newly acquired property under this Additional Coverage, coverage will end when any of the following occurs:

- (a) The policy expires;
- (b) 180 days after you acquire the property listed in (1)(a - d);
- (c) You report values to us.

The most we will pay for Extra Expense is \$5,000 or the amount shown in the Additional Property Coverage Schedule in any one occurrence.

This Additional Coverage is not subject to **SECTION I - PROPERTY, C. Limits of Insurance.**

10. Computer and Funds Transfer Fraud

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, hh. Computer and Funds Transfer Fraud, paragraph (3) is replaced by the following:

- (3) The most we will pay per occurrence under this Additional Coverage is \$10,000 unless a higher Limit of Insurance is shown in the Schedule of Amended Limits of Insurance.

11. Consequential Loss to Stock

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Consequential Loss to Stock

- (1) You may extend the insurance that applies to your Business Personal Property to apply to the reduction in value of the remaining parts of "stock" in process of manufacture that are physically undamaged but are unmarketable as a complete product because of direct physical loss or damage from a Covered Cause of Loss to other parts of covered "stock" in process of manufacture at an insured location.
- (2) Should it be determined that such "stock" retains only a salvage value, we retain the option of paying the full value of the "stock" as agreed within this policy, and taking the damaged property for salvage purposes.
- (3) Payment under this Coverage Extension is included within the applicable Limit of Insurance.

12. Contract Penalties

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Contract Penalties

- (1) We will pay for contract penalties you are required to pay due to your failure to provide your product or service according to contract terms because of direct physical loss or damage by a Covered Cause of Loss to Covered Property.
- (2) The most we will pay for all penalties in any one occurrence is \$25,000.
- (3) The amount payable under this Additional Coverage is additional insurance.

13. Denial of Access to Premises

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Denial of Access to Premises

- (1) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur when ingress to or egress from the described premises is prevented, due to direct physical loss of or damage to property that is away from but within 2000 feet of the described premises, caused by or resulting from any Covered Cause of Loss covered under this policy.
- (2) The coverage for Business Income will begin 72 hours after the loss or damage to the premises that causes the denial of access and will apply for

a period of up to 30 consecutive days after coverage begins.

- (3) The coverage for Extra Expense will begin immediately after the loss or damage to the premises that causes the denial of access and will end:

- (a) 30 consecutive days after coverage begins; or
(b) When your Business Income coverage ends;
whichever is earlier.

- (4) The definitions of Business Income and Extra Expense contained in the Business Income Additional Coverage and the Extra Expense Additional Coverage also apply to this Denial of Access to Premises Additional Coverage.

14. Electronic Vandalism

SECTION I - Property, A. Coverage, 5. Additional Coverages, dd. Electronic Vandalism, paragraph (3) is replaced by the following:

- (3) The most we will pay for loss of or damage to computer "hardware" or "software" in any one occurrence under this Additional Coverage is \$5,000. The most we pay for all covered losses to computer "hardware" or "software" under this Additional Coverage during each separate 12-month period of this policy is \$100,000.

The most we will pay under this Additional Coverage for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$100,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

15. Employee Theft Including ERISA Compliance

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, p. Employee Theft Including ERISA, paragraph (6), is replaced by the following:

- (6) The most we will pay for all loss resulting directly from an occurrence is \$50,000. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year.

16. Expediting Expenses

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Expediting Expenses

- (1) When a Covered Cause of Loss occurs to Covered Property, we will pay for the reasonable and necessary additional expenses you incur to:
- (a) Make temporary repairs;
(b) Expedite permanent repair or replacement of damaged property; or
(c) Provide training on replacement machines or equipment.
- (2) The most we will pay for loss under this Additional Coverage in any one occurrence is \$25,000.
- (3) The amount payable under this Additional Coverage is additional insurance.

17. Extended Business Income

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income, (2) Extended Business Income, (a) Extended Business Income - Other Than Rental Value, paragraph (ii) and **(b) Extended Business Income - Rental Value,** paragraph (ii) are replaced by the following:

- (a) **Extended Business Income - Other Than Rental Value**
- (ii) Ends on the earlier of:
- 1) The date you could restore your operations, with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
- 2) 90 consecutive days after the date determined in (2)(a)(i) above.
- (b) **Extended Business Income - Rental Value**
- (ii) Ends on the earlier of:
- 1) The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have

existed if no direct physical loss or damage had occurred; or

- 2) 90 consecutive days after the date determined in (2)(b)(i) above.

18. Fine Arts

- a. **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, x. Fine Arts,** paragraph (3) is replaced by the following:

- (3) The most we will pay for loss under this Additional Coverage is \$100,000 per occurrence regardless of the number of locations or buildings involved.

- b. For the purpose of this Additional Coverage, **SECTION I - PROPERTY, G. Property Definitions, 21. "Fine Arts"** is replaced by the following:

21. "Fine Arts" means architectural models, paintings, etchings, pictures, tapestries, rare art glass, art glass windows, valuable rugs, statuary, sculptures, "antique" furniture, "antique" jewelry, bric-a-brac, porcelains, and similar property of rarity, historical value, or artistic merit.

19. Forgery or Alteration

- SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, k. Forgery or Alteration,** paragraph (5) is replaced by the following:

- (5) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$50,000.

20. Hired Auto - Physical Damage

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Hired Auto - Physical Damage Coverage

- (1) We will pay for loss to an "auto" you or an "employee", at your direction, lease, hire or rent without a driver for a period of 30 days or less for the purpose of conducting customary operations for your business. This does not include any "auto" you lease, hire or rent from any of your "employees" or members of their households.

We will pay for loss to a covered "auto" or its equipment caused by:

- (a) **Comprehensive coverage**

From any cause except:

- (i) The covered "auto's" collision with another object; or

- (ii) The covered "auto's" overturn.

- (b) **Collision coverage**

- (i) The covered "auto's" collision with another object; or

- (ii) The covered "auto's" overturn.

- (2) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, A. Coverage, 2. Property Not Covered,** paragraph a. is replaced by the following:

- a. Aircraft, automobiles, motortrucks and other vehicles subject to motor vehicle registration and:

- (1) Any "auto" as described in paragraph (1) above, while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity;

- (2) Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment;

- (3) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment; or

- (4) Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

- (3) For the purpose of this Additional Coverage only, **SECTION I - PROPERTY, B. Exclusions** does not apply with the exception of the following exclusions:

- (a) **1.d. Nuclear Hazard;**

- (b) **1.f. War and Military Action**

For the purpose of this Additional Coverage only, the following exclusions are added to **SECTION I - PROPERTY, B. Exclusions:**

1. We will not pay for loss to a covered "auto" caused by or resulting from someone causing you to voluntarily part with the "auto" by trick or scheme or under false pretenses; or

2. We will not pay for loss caused by or resulting from wear and tear, freezing; mechanical or electrical breakdown; blowouts, punctures or other road damage to tires.

(4) For the purpose of this Additional Coverage only, the following is added to **SECTION I - PROPERTY, C. Limits of Insurance:**

Hired Auto Physical Damage Limits of Insurance

The most we will pay for loss to any one covered "auto" is the lesser of:

- a. The actual cash value of the damaged or stolen property as of the time of loss;
- b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
- c. \$50,000.

(5) The following is added to **SECTION I - PROPERTY, D. Deductibles,** paragraph 5.:

Hired Auto - Physical Damage

(6) For the purpose of this Additional Coverage only, the following is added to **SECTION I - PROPERTY, G. Property Definitions:**

1. "Auto" means a land motor vehicle, trailer or semitrailer that is subject to motor vehicle registration, or designed for travel on public roads, including any attached machinery or equipment.

The amount payable under this Additional Coverage is additional insurance.

This coverage is excess to any other valid insurance whether collectible or not.

21. Identity Theft Expense Reimbursement

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages:**

Identity Theft Expense

(1) We will pay for "expenses" incurred by an "insured person" as a direct result of any one "Identity Theft" first discovered or learned of by such "insured person" during the policy period.

Any act or series of acts committed by one or more persons, or in which such persons are aiding and abetting others against an "insured person", is considered to be one "identity theft" even if a series of acts

continues into subsequent policy period(s).

(2) With respect to this Additional Coverage:

(a) "Expenses" means:

- (i) Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
- (ii) Costs of certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit agencies;
- (iii) Lost income resulting from:
 - 1) Time taken off work to complete fraud affidavits; or
 - 2) Meeting or talking to law enforcement agencies, credit agencies or legal counsel.

(iv) Loan application fees for reapplying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information;

(v) Reasonable attorney fees to:

- 1) Defend lawsuits brought against an "insured person" by merchants, financial institutions or their collection agencies;
- 2) Remove any criminal or civil judgments wrongly entered against an "insured person"; or
- 3) Challenge the accuracy or completeness of any information in a consumer credit report;

(vi) Charges for long distance telephone calls due to "Identity theft" to:

- 1) Merchants;
- 2) law enforcement agencies;
- 3) Financial institutions or other similar credit grantors; or
- 4) Credit agencies

(vii) Reasonable fees for professional financial advice or professional credit advice.

The most we will pay for "expenses" under paragraph (2) (a) is \$5,000, subject to a maximum of \$200 per day.

- (b) For purposes of this Additional Coverage, "identity theft" means:

The act of knowingly transferring or using, without lawful authority, a means of identification of an "insured person" with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of Federal law or a felony under any applicable state or local law; and

- (c) "Insured person" means:

(i) For sole proprietorships: The individual who is the sole proprietor of the Named Insured shown in the Declarations;

(ii) For partnerships: Any individual that is a partner of the Named Insured shown in the Declarations;

(iii) For corporations or any other type of organization: The Chief Executive Officer, and any individual who has an ownership interest of at least 20% of the Named Insured, shown in the Declarations.

- (3) The following additional exclusions apply to this Additional Coverage:

We will not pay for:

- (a) Expenses incurred due to any fraudulent, dishonest or criminal acts by:

(i) An "insured person";

(ii) Any person aiding or abetting an "insured person"; or

(iii) Any authorized representative of an "insured person";

whether acting alone or in collusion with others; or

- (b) Loss other than "expenses". Account balances which arise out of fraudulent or unauthorized charges would be one example of loss other than "expenses".

- (4) Regardless of the amount of the deductible for Covered Property shown in the Declarations, the most we will deduct from any claim for "expenses" under this Additional Coverage for any one "identity theft" is \$250.

- (5) The most we will pay under this Additional Coverage for all "Expenses" arising out of all "Identity Theft" against an "Insured Person" incurred in any one policy year, regardless of the number of "Identity Thefts" involved, is \$15,000 unless a higher Limit of Insurance is shown in the Declarations.

- (6) In order for coverage to be provided under this Additional coverage, you must send to us, within 60 days after our request, receipts, bills or other records that support your claim for "expenses" under "identity theft" coverage.

22. Interruption of Computer Operations

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, ee. Interruption of Computer Operations, paragraph (3) is replaced by the following:

- (3) The most we will pay under this Additional Coverage - Interruption of Computer Operations for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions or the number of premises, locations or computer systems involved is:

- (a) \$500,000 unless a higher Limit of Insurance is shown in the Declarations. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions in that policy year. A balance remaining at the end of a policy year does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in a subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

- (b) \$25,000 in any one occurrence for interruptions covered under paragraphs (1) and (2) above for loss arising out of a Covered Cause of Loss occurring away from the described premises. This per occurrence limit applies regardless of the number of premises involved.

- (c) \$50,000 for all losses arising out of interruptions covered under paragraphs (1) and (2) that arise out of a Covered Cause of Loss

occurring away from the described premises during each separate 12 month period of this policy.

23. Marring and Scratching

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Marring and Scratching

- (1) You may extend the insurance that applies to Business Personal Property to apply to damage caused directly by sudden and accidental marring and scratching of:
 - (a) Your "stock";
 - (b) Your printing plates; or
 - (c) Property of others that is in your care, custody or control.
- (2) This Coverage Extension does not apply to:
 - (a) Property at other than the described premises; or
 - (b) Personal Property in transit.
- (3) Payment under this Coverage Extension is included within Limit of Insurance applicable to your Business Personal Property.

24. Money and Securities

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, s. Money and Securities, paragraph (5) is replaced by the following:

- (5) The most we will pay for loss in any one occurrence is:
 - (a) \$25,000 or the amount shown in the Additional Property Coverage Schedule Inside the Premises for "money" and "securities" while:
 - (i) In or on the described premises; or
 - (ii) Within a bank or savings institution in the coverage territory; and
 - (b) \$25,000 or the amount shown in the Additional Property Coverage Schedule Outside the Premises for "money" and "securities" while at any other location listed in (1) above and while in the coverage territory.

25. Money Orders and Counterfeit Money

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, j. Money Orders

and Counterfeit Money, paragraph (3) is replaced by the following:

- (3) The most we will pay for any loss under this Additional Coverage is \$25,000.

26. Newly Acquired or Constructed Property - Business Income and Extra Expense

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraph (3) is replaced by the following:

(3) Business Income and Extra Expense

You may extend the insurance that applies to Business Income and Extra Expense to apply to property at any location you acquire. The most we will pay for loss or damage under this Extension is \$500,000 at each premises.

27. Ordinance or Law - Demolition Cost and Increased Cost of Construction

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, l. Ordinance or Law, (5) Loss Payment, paragraph (d) is replaced by the following:

- (d) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction for each building described in the Declarations is \$25,000 or the amount shown in the Additional Property Schedule. If a damaged building(s) is covered under a Blanket Limit of Insurance and the Blanket Limit of Insurance applies to more than one building or item of property, then the most we will under this Additional Coverage, for each building, is \$25,000, or the amount shown in the Additional Property Coverage Schedule.

28. Ordinance or Law - Increased Period of Restoration

a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, l. Ordinance or Law,** paragraph (4) Coverage:

If a Covered Cause of Loss occurs to property at the premises described in the Declarations, coverage is extended to include the amount of actual and necessary loss you sustain during the increased period of "suspension" of "operations" caused by or resulting from the enforcement of any ordinance or law that:

- (a) Regulates the construction or repair of any property;

(b) Requires the tearing down of parts of any property not damaged by a Covered Cause of Loss; and

(c) Is in force at the time of loss.

However, coverage is not extended under this endorsement to include loss caused by or resulting from the enforcement of any ordinance or law which requires:

(d) The demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungi", wet or dry rot or bacteria; or

(e) Any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

b. The following is added to **SECTION I - PROPERTY, A. Coverage 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment**, paragraph (c):

The most we will pay for loss under Increased Period of Restoration in any one occurrence is \$50,000 for each described building shown in the Declarations or the amount shown in the Additional Property Coverage Schedule. If a damaged building(s) is covered on a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay for Increased Period of Restoration for each described building in any one occurrence is \$50,000.

29. Ordinance or Law (Tenant's Improvement Extension)

a. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law**, paragraph (4) Coverage:

Coverage provided under paragraphs (a), (b) and (c) above applies to tenant's improvements and betterments but only if a Limit of Insurance is shown in the Declarations for Business Personal Property. Business Personal Property must be insured on a replacement cost basis.

This extension is provisional and excess to any other valid insurance for tenant's improvements and betterments whether collectible or not.

b. The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, I. Ordinance or Law, (5) Loss Payment**, paragraph (c):

Regardless of the number of locations insured or buildings involved, the most we will pay for any loss to tenant's improvements and betterments under this Additional Coverage in any one occurrence is \$25,000.

30. Outdoor Property

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property, paragraph (3) is replaced by the following:

(3) Regardless of the number of described premises involved, the most we will pay for loss or damage under this Extension, including debris removal expense, is \$25,000, but not more than \$1,000 for any one tree, shrub or plant.

31. Personal Effects

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects, paragraph (3) is replaced by the following:

(3) The most we will pay for loss or damage under this Extension is \$75,000 at each described premises.

32. Portable Electronic Devices Coverage Worldwide

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Portable Electronic Devices Coverage Worldwide

(1) We will pay for loss or damage caused by or resulting from a Covered Cause of Loss to portable electronic devices while anywhere in the world, including while "in transit".

(2) For the purpose of this Additional Coverage, the following is added to **SECTION I - PROPERTY, G. Property Definitions**:

Portable electronic devices includes laptops, tablets, e-readers, smartphones or other lightweight, hand-held or wearable devices capable of storing, retrieving and processing data.

(3) This coverage is provided when the property is owned by you or owned by others when in your or your "employees'" care, custody or control, subject to **SECTION I - PROPERTY, E.**

Property Loss Conditions, 5. Loss Payment, paragraph d.(3)(b).

- (4) We will not pay for loss or damage to portable electronic devices when caused by, resulting from, or arising out of "theft" or unexplained loss when the property is checked baggage with a carrier for transit.
- (5) The provisions for a Business Income loss will be governed by the terms of **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, f. Business Income** except:

- (a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph (1)(a); and
- (b) The following are not included under this Additional Coverage:
 - (i) Continuing normal operating expenses incurred, including "payroll expense";
 - (ii) Extended Business Income.

- (6) The provisions for Extra Expense loss will be governed by the terms of **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, g. Extra Expense** except:

- (a) There is no requirement that a loss occur within 1,000 feet or at the described premises as stated in paragraph g.(1) and g.(2).

- (7) **Limitations**, item b. does not apply to this Additional Coverage.

- (8) **SECTION I - PROPERTY, B. Exclusions, 5. Business Income and Extra Expense Exclusions**, paragraph (4) does not apply to this Additional Coverage.

- (9) Regardless of the number of lost or damaged portable electronic devices, the most we will pay per occurrence including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$10,000.

- (10) The amount payable under this Additional Coverage is additional insurance.

33. Precious Metal Theft Payment Changes

SECTION I - PROPERTY, A. Coverage, 4. Limitations, paragraph c. is replaced by the following:

- c. For loss or damage by "theft", the following types of property are covered only up to the limits shown:

- (1) \$10,000 for furs, fur garments and garments trimmed with fur.
- (2) \$10,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones. This limit does not apply to jewelry and watches worth \$250 or less per item.
- (3) \$25,000 for bullion, gold, silver, platinum and other precious alloys or metals.

34. Preservation of Property - Expense

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Preservation of Property - Expense

- (1) If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay your expenses to move or store the Covered Property.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$25,000.

This Additional Coverage is an additional amount of insurance.

35. Personal Property in Transit

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, i. Personal Property in Transit, paragraph (5) is replaced by the following:

- (5) Payment under this Coverage Extension is included within the Limit of Insurance applicable to your Business Personal Property

36. Sales Representative Samples

SECTION I - PROPERTY, 5. Additional Coverages, y. Sales Representative Samples, paragraph (3) is replaced by the following:

- (3) The most we will pay for any loss or damage under this Additional Coverage is \$25,000.

37. Temporary Relocation of Property

The following is added to **SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages**:

Temporary Relocation of Property

- (1) We will pay for loss of or damage to Covered Property from a Covered Cause of Loss while it is away from the described premises, if it is being stored temporarily at a location you do not own, lease or operate while the described premises is being renovated or remodeled.
- (2) This coverage applies for 90 days after the property is first moved, but does not extend past the date on which this policy expires.
- (3) The most we will pay under this Additional Coverage is \$50,000.
- (4) The amount payable under this Additional Coverage is additional insurance.

38. Tenant Signs

SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, t. Tenant Signs, paragraph (4) is replaced by the following:

- (4) The most we will pay for loss or damage in any one occurrence is the Limit of Insurance for Business Personal Property shown in the Declarations.

39. Utility Services (Including Overhead Transmission Lines)

a. SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraphs (1) and (2) are replaced by the following:

- (1) We will pay for loss of or damage to Covered Property caused by an interruption in service to the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3) below.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

- (2) We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur caused by the interruption of service at the described premises. The interruption must result from direct physical loss or damage by a Covered Cause of Loss to property not on the described premises that provides the services shown in paragraph (3)

below.

We will only pay for loss you sustain after the first 24 hours following the direct physical loss or damage to the property described above.

The most we will pay for loss in any one occurrence under this Additional Coverage is \$25,000 at each described premises or the Limit of Insurance shown in the Additional Property Coverage Schedule.

b. SECTION I - PROPERTY, A. Coverage, 5. Additional Coverages, bb. Utility Services, paragraph (4) is deleted.

40. Valuable Papers and Records (Other Than Electronic Data)

SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers and Records (Other Than Electronic Data), paragraphs (2) and (3) are replaced by the following:

- (2) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$100,000.
- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence not at the described premises is \$100,000.

41. Worldwide Property Off Premises

The following is added to **SECTION I - PROPERTY, A. Coverage, 6. Coverage Extensions:**

Worldwide Property Off-Premises

- (1) You may extend the insurance that applies to your Business Personal Property and Personal Property of Others to apply to that property while it is temporarily outside the coverage territory if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) Temporarily on display or exhibit at any fair, trade show or exhibition;
 - (c) Samples of your "stock" in trade in the custody of your sales representatives; or
 - (d) While "in transit" between the described premises and a location described in (a), (b) or (c) above.
- (2) The most we will pay for loss or damage under this Extension is \$50,000.

- (3) This Extension provides an additional amount of insurance.

SECTION II - LIABILITY

Paragraphs 2. through 8. amend coverage provided under **SECTION II - LIABILITY**.

1. Additional Insured by Contract, Agreement or Permit - Amended

For purposes of the coverage provided by this endorsement, Coverage 1. **Additional Insured by Contract, Agreement or Permit**, subparagraph c. (5) of the **Businessowners Liability Special Broadening Endorsement** is replaced by the following:

This provision does not apply to:

- (5) All professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work. Construction includes, but is not limited to, the plan, conception, design, build, construct, assembly, development, safety, erection, formation, reconstruct, rehabilitation, repair, or any improvement made to real property. Construction also includes the hiring, supervision or management of any of these activities. However, this exclusion does not apply to liability arising out of an insured's presence at a jobsite that was not caused by professional activities listed in the above paragraph.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and advertising injury" involved professional liability as an architect or engineer arising out of any construction agreement or activities under which any insured or anyone acting on any insured's behalf provides or provided service, advice, expertise or work.

2. Additional Insured by Contract, Agreement or Permit - Primary and Non-contributory

- a. The following is added to **SECTION III - COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I - PROPERTY AND SECTION II - LIABILITY)**, paragraph H. **Other insurance**:

Additional Insured - Primary and

Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II - LIABILITY, C. Who is an Insured**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under **SECTION II - LIABILITY** of this Coverage Part, our obligations are limited as follows:

(1) Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (a) For the sole negligence of the Additional Insured;
- (b) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (c) When b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

(2) Excess Insurance

- (a) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (iii) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional with permission of the owner; or

- (iv) If the loss arises out of the maintenance or use of aircraft,

"autos" or watercraft to the extent not subject to Exclusion g. of **SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage.**

- (v) That is insurance available to you for your participation in any past or present "unnamed joint venture".
- (vi) That is any insurance you may have that provides coverage for your professional services.
- (b) When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (c) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (i) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (ii) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

(3) Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

- b. For the purposes of coverage provided under this endorsement, the following definition is added to **SECTION II -**

LIABILITY, F. Liability and Medical Expense Definitions:

- 1. "Unnamed joint venture" means any joint venture in which you are a member or partner where:
 - a. Each and every one of your co-ventures in that joint venture is a hair salon.
 - b. That joint venture is not.

3. Aggregate Limit of Insurance (Per Project)

- a. For purposes of the coverage provided by this endorsement, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits:**

The General Aggregate Limit under **D. Liability and Medical Expenses Limits of Insurance** applies separately to each of "your projects" or each location listed in the Declarations.

- b. For purposes of the coverage provided by this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions:**

- 1. "Your project" means:
 - a. Any premises, site or location at, on, or in which "your work" is not yet completed; and
 - b. Does not include any location listed in the Declarations.

4. Damage to Premises Rented To You - Revised Limit

SECTION II - LIABILITY, D. Liability And Medical Expenses Limits of Insurance, paragraph 4. is replaced by the following:

- 4. The most we will pay under Business Liability Coverage f or damages because of "property damage" to any one premises, while rented to you or while temporarily occupied by you with permission of the owner will be the greater of:
 - a. \$1,000,000; or
 - b. The Limit of Insurance f or Damage to Premises Rented To You shown in the Declarations.

5. Limits of Insurance - Medical Expenses

For purposes of the coverage provided by this endorsement, **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance**, paragraph 3. is replaced by the following:

- 3. Subject to the Liability and Medical Expenses Limits Limit, the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is \$10,000 or the Medical Expenses limit shown in the Declarations, whichever is greater.

6. Newly Acquired or Formed Organizations

SECTION II - LIABILITY, C. Who is An Insured, paragraph 3. a. is replaced by the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

7. Nonowned Watercraft

SECTION II - LIABILITY, B. Exclusions, 1. Applicable to Business Liability Coverage, g. Aircraft, Auto or Watercraft, (2) Aircraft (Other Than Unmanned Aircraft), paragraph (b) is replaced by the following:

- (b) A watercraft you do not own that is:
 - (i) Less than 75 feet long; and
 - (ii) Not being used to carry persons or property for a charge.

8. Who is an Insured - Unnamed Joint Venture

- a. For purposes of the coverage provided by this endorsement, the final paragraph of **SECTION II - LIABILITY, C. Who Is An Insured** is replaced by the following:

Unnamed Joint Venture

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to you, for your participation in any past or present "unnamed joint venture", or if that person or organization is

otherwise an additional insured under **Additional Insureds - Unnamed Joint Venture** below.

- b. For purposes of the coverage provided by this endorsement, the following is added to **SECTION II - LIABILITY, C. Who is an Insured**:

Additional Insureds - Unnamed Joint Venture:

You, as an insured for your participation in any past or present "unnamed joint venture". However, you are not an insured if the "unnamed joint venture" has:

- (1) Direct employees; or
- (2) Owns, rents, or leases any real or personal property.

No other member or partner, or their spouses, of any past or present "unnamed joint venture" is an insured.

- c. For purposes of the coverage provided by this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability And Medical Expenses Definitions**:

1. "Unnamed joint venture" means any joint venture in which you are a member or partner where:

- a. Each and every one of your co-ventures in that joint venture is an architectural, engineering or surveying firm; and
- b. That joint venture is not named in the Declarations.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract.

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

Endorsement Effective	8/21/2023	Policy No.	SWC1449782	Endorsement No.	0
Insured	RHA Landscape Architects-Planners, Inc.			Premium \$	
Insurance Company	Security National Insurance Company				

Countersigned by _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JANUARY 23, 2024

SUBJECT: **ADOPT RESOLUTION OF INTENTION TO ESTABLISH CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-01 (OLD TOWN PUBLIC INFRASTRUCTURE) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX THEREIN TO FINANCE CERTAIN SERVICES AND RESOLUTION OF INTENTION TO ALLOW FOR FUTURE ANNEXATION OF TERRITORY TO CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-01 (OLD TOWN MAINTENANCE SERVICES)**

FISCAL
IMPACT: PROJECTED ANNUAL EXPENSE: \$187,400
PROJECTED ANNUAL REVENUE: \$187,400

SUMMARY:

On July 11, 2017, the Placentia City Council approved the adoption of the Old Town Revitalization Plan. The Old Town Revitalization Plan includes a comprehensive Streetscape Master Plan. Streetscapes are the common connectors between plazas, spaces, parking, and buildings. During public review of the Old Town revitalization project, the public requested a consistent aesthetic that would include curb appeal, earth tones, welcome signs, and streetlights with hanging plants and other amenities such as bike racks, benches, and planters. Street art and public plazas were also desired. Staff coordinated the creation of a Streetscape Master Plan for the Old Town area, emphasizing these components. The Streetscape Master Plan dictates the specific amenities for the Old Town area, so that these elements will be consistent throughout and give the area a sense of place and a feeling of cohesiveness. These include widened sidewalks, landscape enhancements, new trees, bike racks, lighting, trash receptacles, bollards and seating.

In 2020, the City, in partnership with the County of Orange, established an Enhanced Infrastructure Financing District (EIFD). The purpose of the EIFD is to create a funding mechanism that can facilitate the construction of the Streetscape Master Plan in Old Town Placentia.

The recommended actions will initiate the formation of a Mello-Roos Community Facilities District ("CFD") for the purposes of partially funding the maintenance of the Streetscape Master Plan and will set the time and place of the required public hearing. The recommended actions will also establish a proposed annexation area which will allow for future parcels to be annexed into the CFD. The initial CFD will encompass the Orange County Assessor's Parcels identified as 339-052-27 (2 Guys, LLC, a California Limited Liability Company), at 132 South Bradford Avenue with property owners Walt Lynch and Kenneth Binnings. The future annexation area will encompass

3.b.
Jan 23, 2024

the entirety of the boundaries of Old Town Placentia as established by the Old Town Revitalization Plan.

RECOMMENDATION:

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

1. Accept the Petition from the developer initiating the formation of a Mello-Roos Community Facilities District (Exhibit A); and
2. Adopt a Resolution of Intention R-2024-04 to establish the proposed City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) (“CFD No. 2024-01”) and to authorize the levy of special tax therein to finance certain services (Exhibit B); and
3. Adopt a Resolution of Intention R-2024-05 to allow for the future annexation of territory to Community Facilities District No. 2024-01 and to establish the future annexation area (Exhibit C).

STRATEGIC PLAN STATEMENT:

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

Promote Community and Economic Development, as Objective Number 3.7 to continue to establish Old Town Historic District/Business Improvement District. This agenda item will specifically result in the funding mechanism needed to preserve and maintain the future reconstruction of the public infrastructure in Old Town Placentia.

DISCUSSION:

The Mello-Roos Community Facilities Act of 1982 (“Act”) provides for the establishment of a community facilities district to finance infrastructure, development impact fees, and public services. The Act specifically provides for approval of the special tax by vote of the landowners pursuant to § 53326(b) of the California Government Code. Further, the Act specifically provides for the initiation of the establishment of community facilities districts upon receipt by the City of a petition requesting the institution of proceedings by the owners of not less than 10% of the area of land proposed to be included within the district.

Section 53326 (b) provides that, if there are less than twelve (12) registered voters currently within the boundaries of the proposed district, the vote to form the district and levy a special tax shall be by the landowners of property in the proposed district, and each landowner shall have one (1) vote for each acre or portion of an acre of land owned within the proposed district.

On July 11, 2017, the Placentia City Council approved the adoption of the Old Town Revitalization Plan. The Old Town Revitalization Plan includes a comprehensive Streetscape Master Plan. The Streetscape Master Plan dictates the specific amenities for the Old Town area, so that these

elements will be consistent throughout and give the area a sense of place and a feeling of cohesiveness. These include widened sidewalks, landscape enhancements, new trees, bike racks, lighting, trash receptacles, bollards and seating.

In 2020, the City, in partnership with the County of Orange, established an Enhanced Infrastructure Financing District (EIFD). The purpose of the EIFD is to create a funding mechanism that can facilitate the construction of the Streetscape Master Plan in Old Town Placentia.

The City has discussed the formation of the CFD with property owners in Old Town Placentia, including Walt Lynch and Kenneth Binnings. City Staff discussed the need to create a funding mechanism for the maintenance of the Streetscape Master Plan. Mr. Lynch and Mr. Binnings agreed to be the catalyst for the formation of a new CFD, which will set forth the maintenance costs related to the Streetscape Master Plan and which will be payable by property owners in Old Town through the CFD.

The establishment of Goals and Policies for the use of Community Facilities Districts is required by the Mello-Roos Act and was necessary before the City Council could initiate proceedings to establish a new CFD. The Goals and Policies, approved November 5, 2013, provide general guidance and conditions for the conduct by the City of proceedings for forming CFD's.

The required petition requesting the City Council begin proceedings for the formation of the CFD has been executed by Mr. Walt Lynch and Mr. Kenneth Binnings, owners of 132 South Bradford Avenue, and has been included as Exhibit A.

Approval of the Resolution of Intention to establish the proposed City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) constitutes the next step in the formation process and essentially declares the City's intention to form the district, approves the boundary of the CFD, calls for the preparation of the CFD Report, and sets the time and place of the required Public Hearing.

The proposed tax to be levied is based upon a Rate and Method of Apportionment analysis that was prepared by David Taussig and Associates. The analysis indicates that the tax rate needed to maintain the Old Town public infrastructure improvements is \$0.0765 per land area square footage for properties that are undergoing rehabilitation/remodeling per year. Since the area is completely built out and is historic in nature, it is anticipated that most properties in Old Town will be rehabilitated/remodeled vs. new construction/development.

Approval of the Resolution of Intention to allow for future annexation of territory to City of Placentia Community Facilities District No. 2024-01 gives the City the ability to annex future development projects into CFD No. 2024-01 in a streamlined process to help offset the costs of providing public safety services to those newly developed areas. Approval will allow an expedited annexation process for future projects and will only require a petition from the property owners within the area to be annexed and a public hearing to count the votes and annex the project into the pre-established district.

FISCAL IMPACT:

For the CFD tax to be applied to a parcel, either rehabilitation/remodel must be completed or a building permit for the rehabilitation needs to be issued by the City by June 1st of the preceding fiscal year.

Prepared by:

Reviewed and approved:



Jeannette Ortega
Deputy Director of Administrative Services



Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Property Owner Petition
2. Property Owner Petition Requesting and Consenting to Assessment
3. Resolution No. R-2024-04 - Annexation of Territory to CFD 2024-01
4. Resolution No. R-2024-05 - Resolution of Intention to establish Future Annexation Area

CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-01 (Old Town Maintenance Services)

PETITION

**To Create a Community Facilities District
and Related Matters**

To: THE HONORABLE CITY COUNCIL
ATTN: ROBERT S. MCKINNELL, CITY CLERK
401 E. CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870

Members of the City Council:

This is a petition to create a Community Facilities District and related matters under the Mello-Roos Community Facilities Act of 1982, Sections 53311 and following of the California Government Code (the "Act") and it states as follows:

1. Petitioner. This Petition is submitted by the person (the "Petitioner") (whether one or more) identified below as or for the record owner(s) of the parcels of land identified below (the "Property"). The undersigned warrants to the City that the Petitioner is such owner, or is a legally authorized representative of such owner(s), and that such ownership constitutes ownership of more than 10% of the property described in Exhibit A attached hereto and more particularly described in Section 3 herein.

2. Proceedings Requested. This Petition asks that the City Council undertake proceedings under the Act to create a community facilities district to be designated "City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) (the "District") to levy special taxes in the District.

3. Boundaries. This Petition asks that the territory to be included in the boundaries of the District consist of that shown on a map of the proposed boundaries of the District filed with the City Clerk of the City and which map is attached hereto as Exhibit A and hereby made a part of this Petition and which map includes the Property located in Orange County.

4. Purpose. This Petition asks that the District be created, the special taxes be levied to finance all or a part of the public services (the "Services") shown in Exhibit B attached hereto and made a part hereof.

5. Special Taxes. The Petitioner agrees that it has reviewed and preliminarily approves the Rate and Method of Apportionment of Special Taxes (the "RMA") attached hereto as Exhibit C and made a part hereof, which RMA is proposed to be used by the City for the levy of Special Taxes in the District to pay for the Services, subject to the completion of all proceedings by the City under the Act.

6. Election. The Petitioner asks that the special election to be held under the Act to authorize the special taxes and to establish any appropriations limits for the District be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on the District under the Act or as soon thereafter as possible.

7. Waivers. To expedite the completion of the proceedings for the District, the Petitioner waives all notices of hearing and all published notices regarding the establishment of the District, notices of election, applicable waiting periods under the Act for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by the Petitioner that all such notices are for the benefit of the Petitioner and may be waived. The Petitioner agrees to timely complete and return a consent and waiver to be provided to Petitioner by the City in order to expedite such proceedings. The Petitioner further hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and no step or action in any proceeding relative to the CFD or the special election therein shall be invalidated or affected by any such irregularity, error, mistake or departure.

8. Authority Warranted. The Petitioner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and other actions mandated by the City for the formation of the District shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by the Petitioner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, the Petitioner agrees, at its expense, to supply to the City, current title evidence so that the City may supply any notice and ballot required under the Act for the establishment of the District.

9. Due-Diligence and Disclosures. The Petitioner agrees to cooperate with the City, its attorneys and consultants, and provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

10. Agreements. The Petitioner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions under this Petition, including any amount of cash deposit required to pay for the City's costs in establishing the District. By executing this Petition, the Petitioner agrees to all of the above.

The Petitioner (record owner) is:

2 GUYS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

The undersigned is the owner of the following parcel identified below by their legal description or by the Assessor's Parcel Number assigned to them by the Orange County Assessor:

Landowner Petition
CFD No. 2024-01

132 South Bradford Avenue
Placentia, CA 92870
APN: 339-052-27

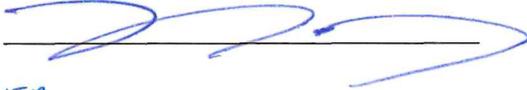
By: 2 Guys, LLC, a California Limited Liability Company

By: WALT LYNCH

Signature: 

Its: OWNER

By: KENNETH BINNINGS

Signature: 

Its: OWNER

The address of the above, receiving any notice and ballot is: 132 South Bradford Avenue, Placentia, CA 92870 Attention: Walt Lynch and Kenneth Binnings

EXHIBIT A

**Map of Proposed Boundaries of City of Placentia
Community Facilities District No. 2024-01
(Old Town Maintenance Services)**

**PROPOSED BOUNDARIES OF
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA**

Assessor Parcels in the City of Placentia
Community Facilities District No. 2023-1 (Old Town Maintenance Services):

339-052-14	339-355-08	339-365-04	339-392-04
339-052-15	339-355-09	339-365-05	339-392-05
339-052-16	339-355-10	339-365-06	339-392-06
339-052-17	339-355-11	339-365-07	339-392-07
339-052-18	339-355-12	339-365-08	339-392-08
339-052-19	339-355-13	339-365-09	339-392-09
339-052-20	339-355-14	339-365-10	339-392-10
339-052-21	339-355-15	339-365-11	339-392-11
339-052-22	339-355-16	339-365-12	339-392-12
339-052-23	339-355-17	339-365-13	339-392-13
339-052-24	339-355-18	339-365-14	339-392-14
339-052-25	339-355-19	339-365-15	339-392-15
339-052-26	339-355-20	339-365-16	339-392-16
339-052-27	339-355-21	339-365-17	339-392-17
339-052-28	339-362-05	339-365-18	339-392-18
339-061-01	339-362-06	339-365-19	339-392-19
339-061-02	339-363-09	339-365-20	339-392-20
339-061-03	339-363-10	339-365-21	339-392-21
339-061-04	339-363-11	339-365-22	339-392-22
339-061-05	339-363-12	339-391-01	339-393-01
339-061-06	339-363-13	339-391-02	339-393-02
339-061-07	339-363-14	339-391-03	339-393-03
339-061-08	339-363-15	339-391-04	339-393-04
339-061-09	339-363-16	339-391-05	339-393-05
339-061-10	339-363-17	339-391-06	339-393-06
339-061-11	339-363-18	339-391-07	339-393-07
339-061-12	339-363-19	339-391-08	339-393-08
339-061-13	339-363-20	339-391-09	339-393-09
339-061-14	339-364-10	339-391-10	339-393-10
339-061-15	339-364-11	339-391-11	339-393-11
339-061-16	339-364-12	339-391-12	339-393-12
339-061-17	339-364-13	339-391-13	339-394-01
339-355-02	339-364-14	339-391-14	339-394-02
339-355-03	339-364-15	339-391-15	339-394-03
339-355-04	339-364-16	339-391-16	339-394-04
339-355-05	339-365-01	339-392-01	339-394-05
339-355-06	339-365-02	339-392-02	339-394-06
339-355-07	339-365-03	339-392-03	339-394-07

Assessor Parcels in the City of Placentia
Community Facilities District No. 2023-1
(Old Town Maintenance Services):
339-052-27

(1) Filed in the office of the City Clerk of the City of Placentia the _____ day of _____, 2024.

City Clerk,
City of Placentia

(2) I hereby certify that the within map showing the proposed boundaries of City of Placentia Community Facilities District No. 2023-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California, was approved by the City Council of the City of Placentia at a regular meeting hereof, held on the _____ day of _____, 2024, by its Resolution No. _____.

City Clerk,
City of Placentia

(3) Filed this _____ day of _____, 2024, at the hour of _____ o'clock _____ m, in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ and as Instrument No. _____.

Recorder in the County of Orange, State of California, at the request of the City of Placentia.

Hugh Nguyen
Clerk-Recorder, County of Orange

By _____
Deputy Recorder

Fee _____

Exempt Recording Requested, per CA Government Code §27383

Prepared by DTA

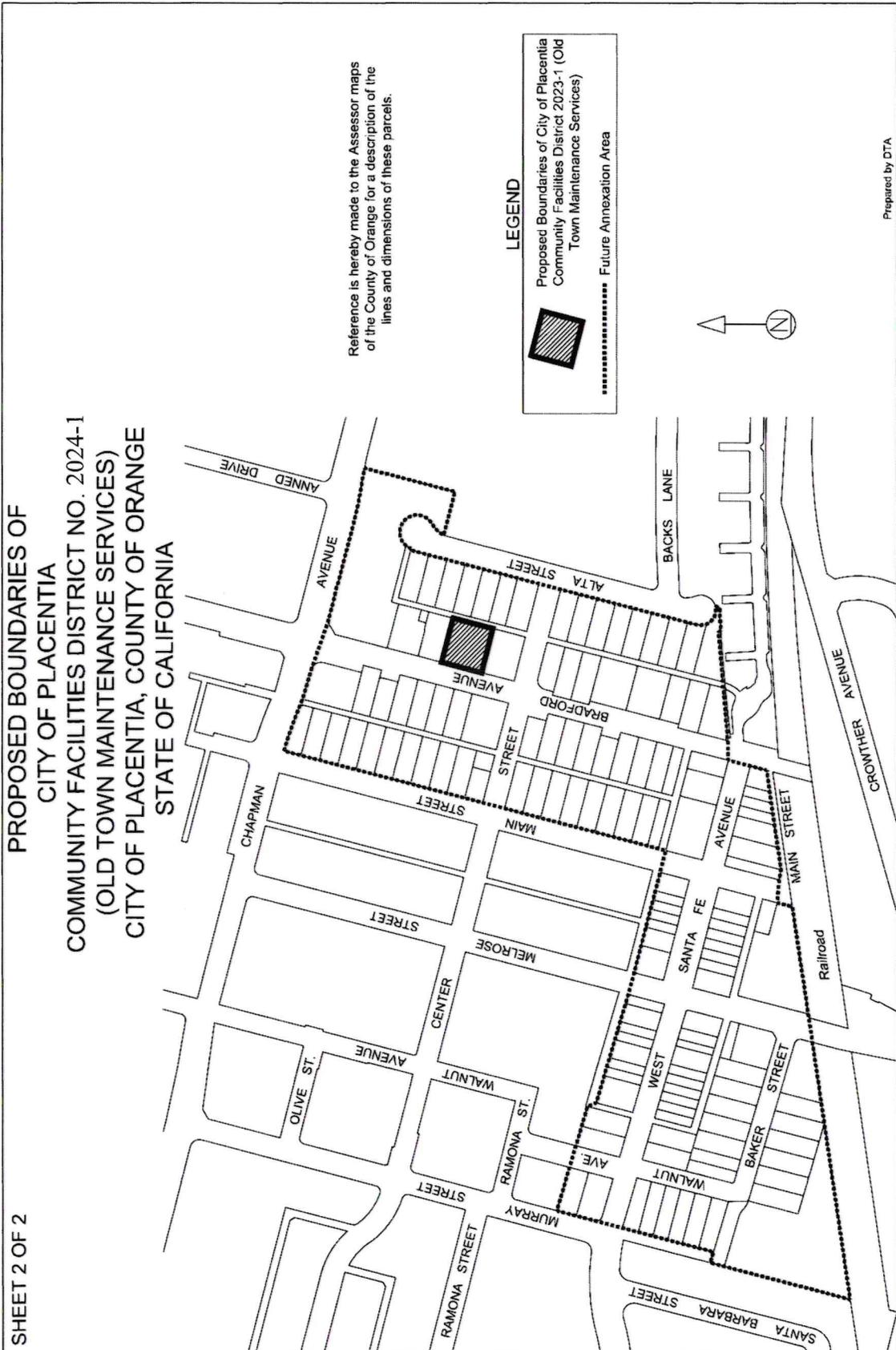


EXHIBIT B

DESCRIPTION OF SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2024-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (and may include reserves for replacement) in public street rights-of-way, utility repairs, public infrastructure/fixtures, street maintenance, signage, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use within the boundaries of CFD No. 2024-1. These services include the following:

- a) Maintenance and lighting of parkways, streets, roads, public parking lots and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to streetlights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; and
- b) Maintenance (including irrigation and replacement) of landscaping vegetation and trees situated on or adjacent to parkways, streets, roads, public parking lots and open space. Maintenance and repair of irrigation facilities; planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation; and
- c) Maintenance and replacement of public signage and wayfinding signage, directional signage; and
- d) Graffiti removal from and maintenance and repair of public structures situated on parkways, streets, roads, public parking lots and open space; and
- e) Furnishing, maintenance, repair or replacement of equipment, apparatuses, fixtures or facilities situated in areas within the boundaries of CFD No. 2024-1; and
- f) Maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts and similar facilities. Maintenance services may include, but are not limited to, the repair, removal or replacement of all or part of any of the water quality improvements within the public right-of-way; clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance; and
- g) Public street sweeping and refuse services on the segments of the arterials within the boundaries of CFD No. 2024-1.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment. The above services shall be limited to those provided within the boundaries of CFD No. 2024-1 or for the benefit of the properties within the boundaries of CFD No. 2024-1, as the boundary is expanded from time to time

Landowner Petition
CFD No. 2024-01

by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2024-1. This includes paying the salaries and benefits of personnel necessary or convenient to provide the services; payment of insurance costs and other related expenses; and the provision of reserves for repairs, replacements, and for the future provision of services. It is expected that the services will be provided by the District, either with its own employees or by contract with third parties, or any combination thereof.

EXHIBIT C

Rate and Method of Apportionment

**RATE AND METHOD OF APPORTIONMENT FOR
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)**

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in City of Placentia Community Facilities District No. 2024-1 ("CFD No. 2024-1") and collected each Fiscal Year commencing in Fiscal Year 2023-2024, in an amount determined by the City Council of the City of Placentia through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2024-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2024-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2024-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2024-1 for any other administrative purposes of CFD No. 2024-1.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

"CFD No. 2024-1" means the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services).

"City" means the City of Placentia.

"Consumer Price Index" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the Los Angeles-Long Beach-Anaheim region, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

"Council" means the City Council of the City.

"County" means the County of Orange, California.

"Developed Property" means, for each Fiscal Year, all Taxable Property, excluding Existing Building/Structure Property, for which a building permit was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year for construction of a new building/structure.

"Existing Building/Structure Property" means, for each Fiscal Year, all Taxable Property, for which a building or structure existed on such property prior to March 1, 2023.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Hotel/Motel Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit has been issued for building a non-residential structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers. Such related facilities may include, but are not limited to, on-site restaurants, retail establishments, conference rooms/areas, etc.

"Hotel/Motel Rooms" means, for each Assessor's Parcel of Hotel/Motel Property, the number of hotel/motel rooms available for rent for the purpose of overnight lodging, as indicated on the building permit issued by the City. If such room data is not included on

the building permit for an Assessor's Parcel of Hotel/Motel Property, then the CFD Administrator shall rely on the site plan or other reasonable data sources as determined by the CFD Administrator.

"Industrial Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: manufacturing, procession, fabricating, assembly, refining, repairing, packaging, or treatment of goods, material or produce; research and development; and/or warehousing and wholesale distribution of goods, material, or produce.

"Maximum Special Tax" means the Maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2024-1.

"Multi-Family Residential Property" means any Assessor's Parcel of Residential Property for which one or more building permits have been issued for attached residential units, all of which are made available for rental, but not purchase, by the general public.

"Non-Residential Floor Area" means, for Non-Residential Property, the total square footage of enclosed area within the perimeter of a non-residential structure located on such property, not including any space devoted to vehicle parking, walkway, overhang, patio, and areas incident thereto for which a building permit for new construction was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel, or if square footage is not available from this source, as otherwise determined by the CFD Administrator.

"Non-Residential Property" means, for each Fiscal Year, all Developed Property for which a building permit(s) was issued for the construction of a new building/structure with a non-residential use.

"Non-Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property not considered (i) Hotel/Motel Property, (ii) Industrial Property, (iii) Retail Commercial Property, or (iv) Office Property.

"Office Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: general, professional, and/or medical office space.

"Parcel Square Foot" or "Parcel Square Footage" means the land area, or Acreage multiplied by 43,560, of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if

the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Parking Lot Property" means, for each Fiscal Year, any Assessor's Parcel that is not Public Property and for which a building permit has been issued for the construction of, or on which is located a garage, parking lot, or parking structure, as of March 1 of the prior Fiscal Year, and on which is located no other Developed Property, as determined by the CFD Administrator.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2024-1 that was owned by a property owner association, including any master or sub-association, as of March 1 of the prior Fiscal Year.

"Proportionately" means, for Developed Property, Rehab/Remodel Property, and Parking Lot Property that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Developed Property, Rehab/Remodel Property, and Parking Lot Property.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 2024-1 that is (i) used for rights-of-way or any other purpose and is owned by or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency as of March 1 of the prior Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement as of March 1 of the prior Fiscal Year, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"Rehab/Remodel Property" means all Assessor's Parcels of Existing Building/Structure Property for which a building permit with a construction valuation greater than \$25,000, as determined by the CFD Administrator, was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year to rehabilitate or remodel Existing Building/Structure Property.

"Residential Property" means all Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property for which the building permit was issued for a retail sales tax generating use or which is being used primarily for a retail sales tax generating use, as determined by the CFD Administrator, and not considered (i) Hotel/Motel Property, (ii) Industrial Property, or (iii) Office Property.

"Single Family Residential Property" means any Assessor's Parcel of Residential Property not considered Multi-Family Residential Property.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year to: (i) pay directly for annual maintenance services that are authorized to be financed by CFD No. 2024-1; (ii) pay Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2024-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, Taxable Property Owner Association Property or Taxable Public Property.

"Welfare Exemption" means, for each Fiscal Year, any Assessor's Parcel that is used exclusively for charitable, hospital, or religious purposes and that has a property tax welfare exemption as indicated in the County's assessor's roll finalized as of the last preceding January 1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2024-1 shall be classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

Developed Property shall be further classified as Residential Property or Non-Residential Property. For Residential Property, the Special Tax will be based on the number of dwelling units as indicated on the building permit. For Non-Residential Property, the Special Tax will be based on the Non-Residential Floor Area or number of Hotel/Motel Rooms. For Rehab/Remodel Property and Parking Lot Property, the Special Tax will be based on the Parcel Square Footage.

C. MAXIMUM SPECIAL TAX

1. Developed Property, Rehab/Remodel Property, and Parking Lot Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2023-2024 for each Land Use Class is shown below in Table 1.

TABLE 1
Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property
For Fiscal Year 2023-2024

Land Use Class	Description	Maximum Special Tax
1	Single Family Residential Property	\$318.00 per dwelling unit
2	Multi-Family Residential Property	\$293.00 per dwelling unit
3	Non-Retail Commercial Property	\$0.2996 per square foot of Non-Residential Floor Area
4	Retail Commercial Property	\$0.2074 per square foot of Non-Residential Floor Area
5	Office Property	\$0.2996 per square foot of Non-Residential Floor Area
6	Industrial Property	\$0.2996 per square foot of Non-Residential Floor Area
7	Hotel/Motel Property	\$230.00 per Hotel/Motel Room
8	Rehab/Remodel Property	\$0.0765 per Parcel Square Foot
9	Parking Lot Property	\$0.0665 per Parcel Square Foot

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2024, the Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property shall be increased based on the percentage change in the Consumer Price

Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

c. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax for such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property and Existing Building/Structure Property

The Special Tax shall not be levied on Undeveloped Property and Existing Building/Structure Property not classified as Rehab/Remodel Property or Parking Lot Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2023-2024 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement for Services. The Special Tax shall be levied each Fiscal Year as follows:

The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property, Rehab/Remodel Property, and Parking Lot Property at up to 100% of the Maximum Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on Public Property, Property Owner Association Property, or any Assessor's Parcel that has a Welfare Exemption. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, or have a Welfare Exemption, its tax-exempt status will, without the necessity of any action by the Council, terminate.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS/INTERPRETATION

Any landowner or resident may file a written appeal of the Special Tax levied on his/her

property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the Council, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2024-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for Services.

**PETITION REQUESTING ANNEXATION INTO
CITY OF PLACENTIA ASSESSMENT DISTRICT
AND CONSENTING TO ASSESSMENT**

The undersigned hereby declare(s) as follows:

1. He is the owner of the properties identified at the end of the petition (the "Properties") or are authorized to submit this document on behalf of the owner of the Properties.
2. No other persons or entities are required to execute this petition for it to be an effective petition with respect to the Properties.
3. He requests that the Properties be annexed to the Community Facilities District No. 2024-01 (Old Town Maintenance Services) of the City of Placentia ("Community Facilities District No. 2024-01" or "District").
4. Pursuant to Section 22608 of the Streets and Highways Code, he waives any requirement for resolutions, report, notices of hearing, and right of majority protest with respect to the requested annexations.
5. He understand that, upon annexation, the Properties will be subject to annual assessments in connection with the District. These assessments will be collected annually on the County property tax bill and are in addition to the general property tax and any other taxes, fees or assessments to which the Properties are subject. He consents to the assessments.
6. With respect to the imposition of the assessments, he waives his or her rights, if any, to notice, protest, hearing, and assessment ballot proceeding pursuant to Article XIII D, Section 4 of the California Constitution, Sections 53750 et seq. of the Government Code, or any other applicable law. He specifically states that an assessment ballot proceeding were conducted in connection with the assessment against the Properties, he would not cast a ballot in opposition to the assessment.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Printed Name of Property Owner: WALT LYNETT

Signature:  Date: 1-9-2024

Printed Name of Property Owner: KENNY BINNINGS

Signature:  Date: 1-9-2024

Description of the Properties
Legal Description

Real property in the City of Placentia, County of Orange, State of California, described as follows:

132 South Bradford Avenue, Placentia, CA

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 2002-183, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON A MAP FILED IN BOOK 343, PAGES 48 AND 49 OF PARCEL MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 339-052-27

ATTACHMENT "A"

Vicinity Map Depicting Properties to be Annexed into Assessment District

SHEET 1 OF 2

PROPOSED BOUNDARIES OF CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (OLD TOWN MAINTENANCE SERVICE) CITY OF PLACENTIA, COUNTY OF ORANGE STATE OF CALIFORNIA

<p>Assessor Parcels in the City of Placentia Community Facilities District No. 2023-1 (Old Town Maintenance Services):</p> <p>339-052-14 339-052-15 339-052-16 339-052-17 339-052-18 339-052-19 339-052-20 339-052-21 339-052-24 339-052-26 339-052-27 339-052-28 339-052-29 339-061-01 339-061-02 339-061-03 339-061-04 339-061-05 339-061-06 339-061-07 339-061-08 339-061-09 339-061-10 339-061-11 339-061-12 339-061-13 339-061-14 339-061-15 339-061-16 339-061-17 339-355-02 339-355-03 339-355-04 339-355-05 339-355-06 339-355-07</p>	<p>Assessor Parcels in the Future Annexation Area of City of Placentia Community Facilities District No. 2023-1 (Old Town Maintenance Services):</p> <p>339-355-08 339-355-09 339-355-10 339-355-11 339-355-12 339-355-13 339-355-14 339-355-15 339-355-16 339-355-17 339-355-18 339-355-19 339-355-20 339-355-22 339-362-05 339-362-06 339-363-09 339-363-10 339-363-11 339-363-12 339-363-13 339-363-16 339-363-17 339-363-18 339-363-19 339-363-29 339-364-10 339-364-11 339-364-12 339-364-13 339-364-14 339-364-15 339-364-16 339-365-01 339-365-02 339-365-03</p>	<p>339-365-04 339-365-05 339-365-06 339-365-07 339-365-08 339-365-09 339-365-10 339-365-16 339-365-17 339-365-18 339-365-19 339-365-20 339-365-21 339-365-22 339-365-23 339-365-25 339-365-26 339-365-27 339-391-01 339-391-02 339-391-03 339-391-04 339-391-05 339-391-06 339-391-09 339-391-10 339-391-11 339-391-12 339-391-13 339-391-14 339-391-15 339-391-16 339-392-01 339-392-02 339-392-03</p>
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(1) Filed in the office of the City Clerk of the City of Placentia the _____ day of _____, 2024.

City Clerk,
City of Placentia

(2) I hereby certify that the within map showing the proposed boundaries of City of Placentia Community Facilities District No. 2023-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California, was approved by the City Council of the City of Placentia at a regular meeting thereof, held on the _____ day of _____, 2024, by its Resolution No. _____.

City Clerk,
City of Placentia

(3) Filed this _____ day of _____, 2024, at the hour of _____ o'clock _____ m, in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ and as Instrument No. _____, in the office of the County Recorder in the County of Orange, State of California, at the request of the City of Placentia.

Hugh Nguyen
Clerk-Recorder, County of Orange

By _____
Deputy Recorder

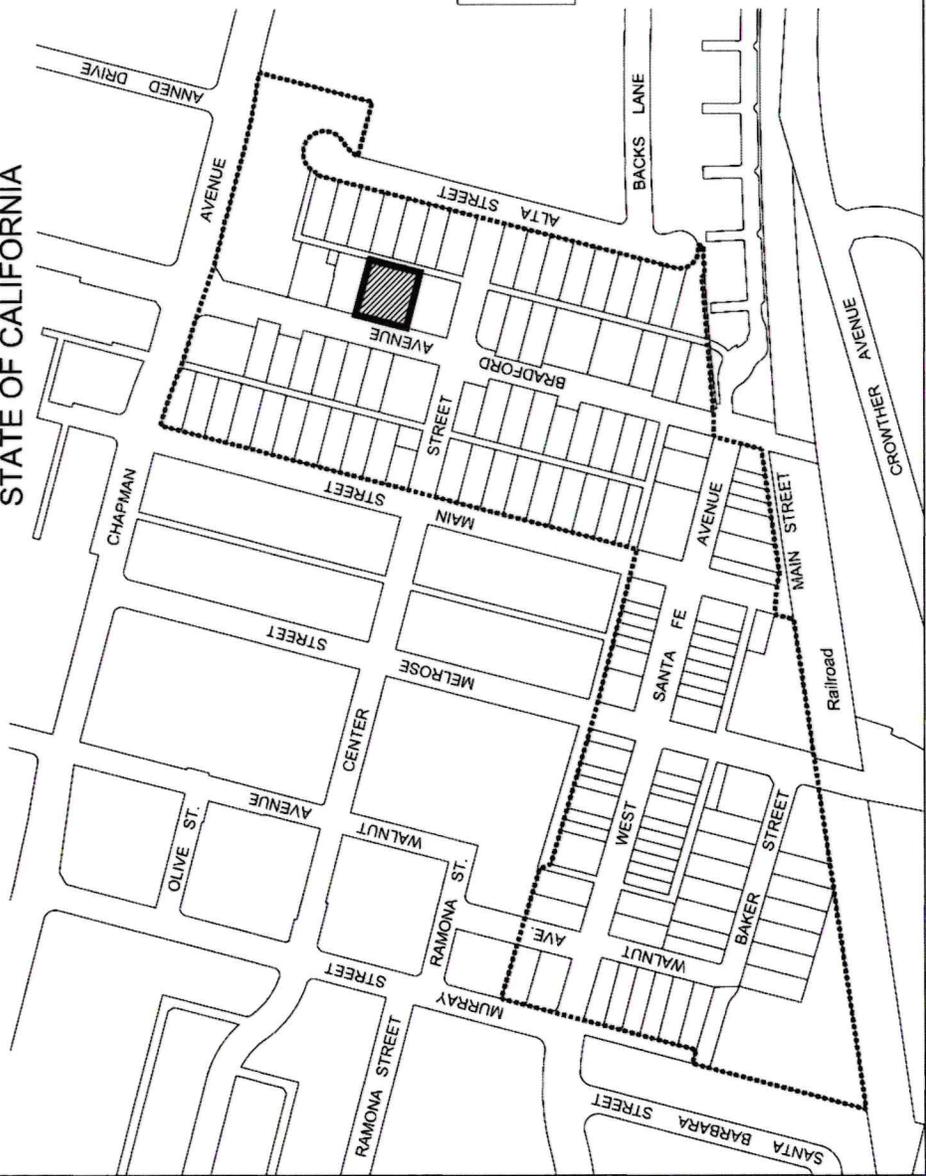
Fee _____

Exempt Recording Requested, per CA Government Code §27383

Prepared by DTA

**PROPOSED BOUNDARIES OF
 CITY OF PLACENTIA
 COMMUNITY FACILITIES DISTRICT NO. 2024-1
 (OLD TOWN MAINTENANCE SERVICE),
 CITY OF PLACENTIA, COUNTY OF ORANGE
 STATE OF CALIFORNIA**

SHEET 2 OF 2



Reference is hereby made to the Assessor maps of the County of Orange for a description of the lines and dimensions of these parcels.

LEGEND

- Proposed Boundaries of City of Placentia Community Facilities District 2023-1 (Old Town Maintenance Services)
- Future Annexation Area



Prepared by DTA

RESOLUTION NO. R-2024-04

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2024-01 (OLD TOWN MAINTENANCE SERVICES) OF THE CITY OF PLACENTIA AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN COMMUNITY FACILITIES DISTRICT NO. 2024-01 (OLD TOWN MAINTENANCE SERVICES) OF THE CITY OF PLACENTIA

A. Recitals.

(i). The City Council (“Council”) of the City of Placentia (“City”) has received a petition (“Petition”) requesting the institution of proceedings for the formation of a community facilities district pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with § 53311 of the California Government (“Act”).

(ii). The Council has determined that the Petition complies with the requirements of California Government Code § 53318 and now intends to form Community Facilities District No. 2024-01 of the City of Placentia.

(iii). The Council desires to adopt this resolution of intention as provided in § 53321 of the Act to establish a community facilities district consisting of the territory described in Exhibit “A” hereto and incorporated herein by this reference, which the Council hereby determines shall be known as “Community Facilities District No. 2024-01 (Old Town Maintenance Services) of the City of Placentia” (“Community Facilities District No. 2024-01” or “District”) pursuant to the Act to finance (1) the public services described in Exhibit “B” hereto and incorporated herein by this reference (“Services”); and (2) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (“Incidental Expenses”).

(iv). It is the intention of the Council to consider financing the Services and the Incidental Expenses through the formation of Community Facilities District No. 2024-01 and the levy of a special tax therein to pay for the Services and the Incidental Expenses, provided that the special tax levies are approved at an election to be held within the District.

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. A Community Facilities District is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the community facilities district shall be as described in Exhibit "A" hereto, which boundaries shall, upon recordation of the boundary map for the District, include the entirety of any parcel subject to taxation by the District. The proposed boundaries of the District are depicted on the map of the proposed Community Facilities District No. 2024-01 which is on file in the office of the City Clerk entitled "Proposed Boundaries, Community Facilities District No. 2024-01 of the City of Placentia" which map indicates by a boundary line the extent of the territory included in the proposed community facilities district and shall govern for all details as to the extent of Community Facilities District No. 2024-01. On the original and one (1) copy of the map of said Community Facilities District No. 2024-01 on file in the City Clerk's office, the City Clerk shall endorse the certificate evidencing the date and adoption of this resolution. The City Clerk shall file the original of such map in his office and, within fifteen (15) days after the adoption of this Resolution, and shall file a copy of such map so endorsed in the records of the County Recorder, County of Orange, State of California, all as required by § 3111 of the California Streets and Highways Code.

3. The name of the proposed City of Placentia Community Facilities District shall be "Community Facilities District No. 2024-01 (Old Town Maintenance Services) of the City of Placentia."

4. The Services proposed to be provided and financed by Community Facilities District No. 2024-01 are described on Exhibit "B" attached hereto. The cost of providing the Services includes "Incidental Expenses," which include expenses to be incurred in connection with the determination of the amount of the levy of the special tax, the collection of the special tax including the expenses of collecting delinquencies, the payment of salaries and benefits of any City employee whose duties are directly related to the administration of the District, and costs otherwise incurred in order to carry out the authorized purposes of the District. The Council hereby finds and determines that the description of the Services herein is sufficiently informative to allow taxpayers within the proposed District to understand what the funds may be used to finance. The City Council hereby finds that the proposed Services are necessary to meet increased demands placed upon the City as a result of development occurring in Community Facilities District No. 2024-01.

5. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with procedures contained in the Act a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit "C" attached hereto and incorporated herein by this reference. Exhibit "C" allows each landowner within the District to estimate the maximum amount that may be levied against each parcel. In the first year in which such special tax is levied, the levy shall include an amount sufficient to repay the District all amounts, if any, transferred to the District pursuant to § 53314 of the Act and interest thereon.

6. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed the greater of five percent (5%) or the annual percentage increase, if any, of the All Urban Consumers Consumer Price Index (“CPI”). The annual CPI used shall be for the area of Los Angeles – Long Beach – Anaheim, CA as determined by the Bureau of Labor Statistics for the twelve (12) months ending the preceding December 31 to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied for a period not to exceed fifty (50) years commencing with Fiscal Year 2023-24, as further described in Exhibit “C” hereto; and (iii) under no circumstances will such special tax be increased as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent (10%).

7. The special tax within the proposed District is based on the expected demand that each parcel of real property within the proposed District will place on the Services and on the benefit that each parcel derives from the Services. The City Council hereby determines that the proposed Services are necessary to meet the increased demand placed upon the City as a result of the revitalization of public infrastructure proposed for inclusion in the District. The City Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “C” for the District to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to § 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2024-01 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “C”, the City Council shall, on behalf of Community Facilities District No. 2024-01, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “C,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described in § 5, above. The obligation to pay special taxes may be prepaid as set forth in Exhibit “C.”

8. A public hearing (the “Hearing”) on the establishment of Community Facilities District No. 2024-01, the proposed rate and method of apportionment of the special tax and the Incidental Expenses shall be held on March 5, 2024, at 7:00 o’clock p.m., or as soon thereafter as the matter may be heard, at the chambers of the City Council of the City of Placentia, 401 E. Chapman Avenue, Placentia, California 92870-6101. Should the City Council determine to form the District, a special election will be held within the District to authorize the levy of the special tax in accordance with the procedures contained in California Government Code § 53326. If held, the proposed voting procedure at the elections will be a landowner vote with each landowner who is the owner of record of land within the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the District. Ballots for the special elections may be distributed by mail or by personal service.

9. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

10. Each City officer who is or will be responsible for providing one or more of the proposed types of Services to be financed by Community Facilities District No. 2024-01, if it is established, hereby is directed to study the proposed community facilities district and, at or before the time of the above-mentioned Hearing, file a report ("Report") with the City Council, which is to be made a part of the record of the Hearing, containing a brief description of the Services that will in his or her opinion be required to adequately meet the needs of Community Facilities District No. 2024-01 and an estimate of the cost of providing those Services, including an estimate of the fair and reasonable cost of any Incidental Expenses to be incurred.

11. The City may accept advances of funds or work-in-kind from any sources, including, but not limited to, private persons or private entities, for any authorized purpose, including, but not limited to, paying the cost incurred in creating Community Facilities District No. 2024-01. The District may enter into an agreement with the person or entity advancing the funds or work-in-kind, to repay all or a portion of the funds advanced, or to reimburse the person or entity for the value, or cost, whichever is less, of the work-in-kind, as determined by the City Council, with or without interest.

12. The City Clerk is hereby directed to publish a notice ("Notice") of the Hearing pursuant to California Government Code § 6061 in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution, state the time and place of the Hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in § 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

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

APPROVED and ADOPTED this 23rd day of January, 2024.

JEREMY YAMAGUCHI, MAYOR

ATTEST:

ROBERT S. MCKINNELL, CITY CLERK

EXHIBIT A

**Map of Proposed Boundaries of City of Placentia
Community Facilities District No. 2024-01
(Old Town Maintenance Services)**

SHEET 1 OF 2

**PROPOSED BOUNDARIES OF
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA**

(1) Filed in the office of the City Clerk of the City of Placentia the ____ day of _____, 2024.

Assessor Parcels in the Future Annexation Area of City of Placentia
Community Facilities District No. 2023-1 (Old Town Maintenance Services):

- 339-052-14
- 339-052-15
- 339-052-16
- 339-052-17
- 339-052-18
- 339-052-19
- 339-052-20
- 339-052-21
- 339-052-22
- 339-052-26
- 339-052-27
- 339-052-28
- 339-052-29
- 339-061-01
- 339-061-02
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- 339-355-02
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- 339-363-09
- 339-363-10
- 339-363-11
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- 339-365-25
- 339-365-28
- 339-365-29
- 339-391-01
- 339-391-02
- 339-391-03
- 339-391-04
- 339-391-05
- 339-391-06
- 339-391-09
- 339-391-10
- 339-391-11
- 339-391-12
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- 339-391-15
- 339-391-16
- 339-392-01
- 339-392-02
- 339-392-03
- 339-392-04
- 339-392-05
- 339-392-06
- 339-392-07
- 339-392-08
- 339-392-09
- 339-392-10
- 339-392-11
- 339-392-12
- 339-392-13
- 339-392-14
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- 339-392-20
- 339-392-21
- 339-392-22
- 339-393-01
- 339-393-02
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- 339-393-06
- 339-393-07
- 339-393-08
- 339-393-09
- 339-393-10
- 339-394-01
- 339-394-02
- 339-394-03
- 339-394-04
- 339-394-05
- 339-394-06
- 339-394-07

City Clerk,
City of Placentia

(2) I hereby certify that the within map showing the proposed boundaries of City of Placentia Community Facilities District No. 2023-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California, was approved by the City Council of the City of Placentia at a regular meeting hereof, held on the ____ day of _____, 2024, by its Resolution No. _____.

City Clerk,
City of Placentia

(3) Filed this ____ day of _____, 2024, at the hour of _____ o'clock ____ m, in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ and as Instrument No. _____.

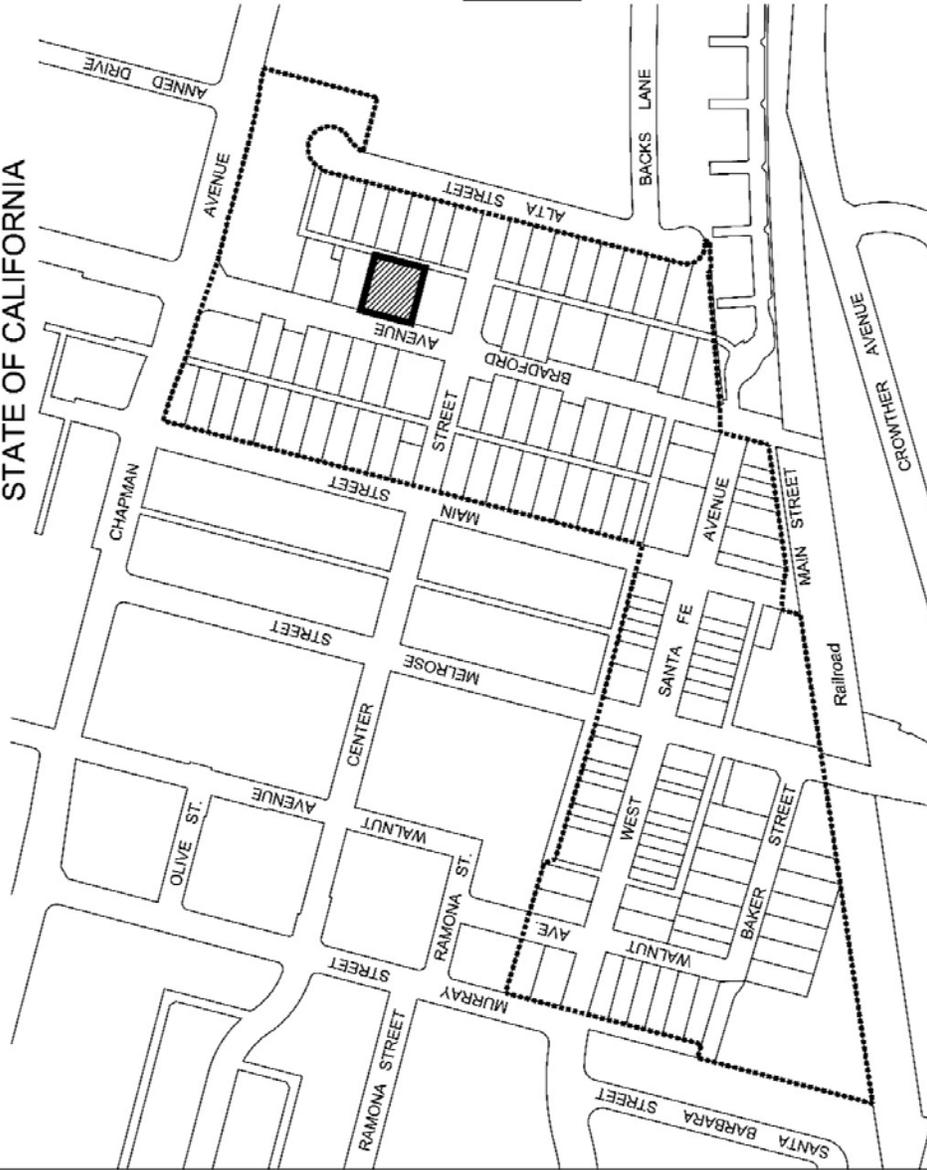
Recorder in the County of Orange, State of California, at the request of the City of Placentia.

Hugh Nguyen
Clerk-Recorder, County of Orange

By _____
Deputy Recorder

Fee _____
Exempt Recording Requested, per CA Government Code §27383

PROPOSED BOUNDARIES OF
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA



Reference is hereby made to the Assessor maps of the County of Orange for a description of the lines and dimensions of these parcels.

LEGEND

- Proposed Boundaries of City of Placentia Community Facilities District 2023-1 (Old Town Maintenance Services)
- Future Annexation Area

EXHIBIT B

DESCRIPTION OF SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2024-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (and may include reserves for replacement) in public street rights-of-way, utility repairs, public infrastructure/fixtures, street maintenance, signage, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use within the boundaries of CFD No. 2024-1. These services include the following:

- a) Maintenance and lighting of parkways, streets, roads, public parking lots and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to streetlights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; and
- b) Maintenance (including irrigation and replacement) of landscaping vegetation and trees situated on or adjacent to parkways, streets, roads, public parking lots and open space. Maintenance and repair of irrigation facilities; planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation; and
- c) Maintenance and replacement of public signage and wayfinding signage, directional signage; and
- d) Graffiti removal from and maintenance and repair of public structures situated on parkways, streets, roads, public parking lots and open space; and
- e) Furnishing, maintenance, repair or replacement of equipment, apparatuses, fixtures or facilities situated in areas within the boundaries of CFD No. 2024-1; and
- f) Maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts and similar facilities. Maintenance services may include, but are not limited to, the repair, removal or replacement of all or part of any of the water quality improvements within the public right-of-way; clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance; and
- g) Public street sweeping and refuse services on the segments of the arterials within the boundaries of CFD No. 2024-1.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment. The above services shall be limited to those provided within the boundaries of CFD No. 2024-1 or for the benefit of the properties within the boundaries of CFD No. 2024-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2024-1. This includes paying the salaries and benefits of personnel necessary or convenient to provide the services; payment of insurance costs and other

related expenses; and the provision of reserves for repairs, replacements, and for the future provision of services. It is expected that the services will be provided by the District, either with its own employees or by contract with third parties, or any combination thereof.

EXHIBIT C

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT FOR CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (OLD TOWN MAINTENANCE SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in City of Placentia Community Facilities District No. 2024-1 ("CFD No. 2024-1") and collected each Fiscal Year commencing in Fiscal Year 2023-2024, in an amount determined by the City Council of the City of Placentia through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2024-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2024-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2024-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2024-1 for any other administrative purposes of CFD No. 2024-1.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

"**CFD No. 2024-1**" means the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services).

"**City**" means the City of Placentia.

"**Consumer Price Index**" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the Los Angeles-Long Beach-Anaheim region, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

"**Council**" means the City Council of the City.

"**County**" means the County of Orange, California.

"**Developed Property**" means, for each Fiscal Year, all Taxable Property, excluding Existing Building/Structure Property, for which a building permit was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year for construction of a new building/structure.

"**Existing Building/Structure Property**" means, for each Fiscal Year, all Taxable Property, for which a building or structure existed on such property prior to March 1, 2023.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Hotel/Motel Property**" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit has been issued for building a non-residential structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers. Such related facilities may include, but are not limited to, on-site restaurants, retail establishments, conference rooms/areas, etc.

"**Hotel/Motel Rooms**" means, for each Assessor's Parcel of Hotel/Motel Property, the number of hotel/motel rooms available for rent for the purpose of overnight lodging, as indicated on the building permit issued by the City. If such room data is not included on the building permit for an Assessor's Parcel of Hotel/Motel Property, then the CFD Administrator shall rely on the site plan or other reasonable data sources as determined by the CFD Administrator.

"**Industrial Property**" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: manufacturing, procession, fabricating, assembly, refining, repairing, packaging, or treatment of goods, material or produce; research and development; and/or warehousing and wholesale distribution of goods, material, or produce.

"**Maximum Special Tax**" means the Maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2024-1.

"Multi-Family Residential Property" means any Assessor's Parcel of Residential Property for which one or more building permits have been issued for attached residential units, all of which are made available for rental, but not purchase, by the general public.

"Non-Residential Floor Area" means, for Non-Residential Property, the total square footage of enclosed area within the perimeter of a non-residential structure located on such property, not including any space devoted to vehicle parking, walkway, overhang, patio, and areas incident thereto for which a building permit for new construction was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel, or if square footage is not available from this source, as otherwise determined by the CFD Administrator.

"Non-Residential Property" means, for each Fiscal Year, all Developed Property for which a building permit(s) was issued for the construction of a new building/structure with a non-residential use.

"Non-Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property not considered (i) Hotel/Motel Property, (ii) Industrial Property, (iii) Retail Commercial Property, or (iv) Office Property.

"Office Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: general, professional, and/or medical office space.

"Parcel Square Foot" or "Parcel Square Footage" means the land area, or Acreage multiplied by 43,560, of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Parking Lot Property" means, for each Fiscal Year, Assessor's Parcels 339-394-06 and 339-394-07 as designated on the Assessor's Parcel Map at the time of formation of CFD No. 3-1 and any other Assessor's Parcel that is not Public Property and for which a building permit has been issued for the construction of, or on which is located a garage, parking lot, or parking structure, as of March 1 of the prior Fiscal Year, and on which is located no other Developed Property, as determined by the CFD Administrator.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2024-1 that was owned by a property owner association, including any master or sub-association, as of March 1 of the prior Fiscal Year.

"Proportionately" means, for Developed Property, Rehab/Remodel Property, and Parking Lot Property that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Developed Property, Rehab/Remodel Property, and Parking Lot Property.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 2024-1 that is (i) used for rights-of-way or any other purpose and is owned by or irrevocably

offered for dedication to the federal government, the State of California, the County, the City or any other public agency as of March 1 of the prior Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the easement as of March 1 of the prior Fiscal Year, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"Rehab/Remodel Property" means all Assessor's Parcels of Existing Building/Structure Property for which a building permit with a construction valuation greater than \$25,000, as determined by the CFD Administrator, was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year to rehabilitate or remodel Existing Building/Structure Property.

"Residential Property" means all Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property for which the building permit was issued for a retail sales tax generating use or which is being used primarily for a retail sales tax generating use, as determined by the CFD Administrator, and not considered (i) Hotel/Motel Property, (ii) Industrial Property, or (iii) Office Property.

"Single Family Residential Property" means any Assessor's Parcel of Residential Property not considered Multi-Family Residential Property.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year to: (i) pay directly for annual maintenance services that are authorized to be financed by CFD No. 2024-1; (ii) pay Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2024-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, Taxable Property Owner Association Property or Taxable Public Property.

"Welfare Exemption" means, for each Fiscal Year, any Assessor's Parcel that is used exclusively for charitable, hospital, or religious purposes and that has a property tax welfare exemption as indicated in the County's assessor's roll finalized as of the last preceding January 1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2024-1 shall be classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, or Undeveloped Property and shall be

subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

Developed Property shall be further classified as Residential Property or Non-Residential Property. For Residential Property, the Special Tax will be based on the number of dwelling units as indicated on the building permit. For Non-Residential Property, the Special Tax will be based on the Non-Residential Floor Area or number of Hotel/Motel Rooms. For Rehab/Remodel Property and Parking Lot Property, the Special Tax will be based on the Parcel Square Footage.

C. MAXIMUM SPECIAL TAX

1. Developed Property, Rehab/Remodel Property, and Parking Lot Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2023-2024 for each Land Use Class is shown below in Table 1.

TABLE 1
Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property
For Fiscal Year 2023-2024

Land Use Class	Description	Maximum Special Tax
1	Single Family Residential Property	\$318.00 per dwelling unit
2	Multi-Family Residential Property	\$293.00 per dwelling unit
3	Non-Retail Commercial Property	\$0.2996 per square foot of Non-Residential Floor Area
4	Retail Commercial Property	\$0.2074 per square foot of Non-Residential Floor Area
5	Office Property	\$0.2996 per square foot of Non-Residential Floor Area
6	Industrial Property	\$0.2996 per square foot of Non-Residential Floor Area
7	Hotel/Motel Property	\$230.00 per Hotel/Motel Room
8	Rehab/Remodel Property	\$0.0765 per Parcel Square Foot
9	Parking Lot Property	\$0.0665 per Parcel Square Foot

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2024, the Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property shall be increased based on the percentage change in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

c. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax for such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property and Existing Building/Structure Property

The Special Tax shall not be levied on Undeveloped Property and Existing Building/Structure Property not classified as Rehab/Remodel Property or Parking Lot Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2023-2024 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement for Services. The Special Tax shall be levied each Fiscal Year as follows:

The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property, Rehab/Remodel Property, and Parking Lot Property at up to 100% of the Maximum Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on Public Property, Property Owner Association Property, or any Assessor's Parcel that has a Welfare Exemption. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, or have a Welfare Exemption, its tax-exempt status will, without the necessity of any action by the Council, terminate.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS/INTERPRETATION

Any landowner or resident may file a written appeal of the Special Tax levied on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes.

During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the Council, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2024-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for Services.

RESOLUTION NO. R-2024-05

**RESOLUTION OF INTENTION OF THE CITY COUNCIL OF
THE CITY OF PLACENTIA TO ALLOW FOR FUTURE
ANNEXATION OF TERRITORY TO THE CITY OF
PLACENTIA COMMUNITY FACILITIES DISTRICT NO.
2024-01 (OLD TOWN MAINTENANCE SERVICES)**

A. Recitals.

(i) The City Council ("Council") of the City of Placentia, California, ("City"), desires to provide for the authorization to annex territory in the future to a community facilities district proposed to be established pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part I, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof. The community facilities district has been designated as City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) ("Community Facilities District No. 2024-01" or "District");

(ii). The City Council has determined it to be within the public interest and convenience to establish a procedure to allow and provide for future annexations to the District and further to specify the amount of special taxes that would be levied and set forth the terms and conditions for certification of any annexation in the future;

(iii). The territory proposed to be annexed in the future shall be known as "City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) (Future Annexation Area)" (the "Future Annexation Area"), and a map showing the territory proposed to be annexed in the future will be submitted and approved as part of these proceedings and a copy thereof shall be kept on file with the transcript of these proceedings.

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. These proceedings for future annexation of territory to the District are authorized and initiated by this legislative body pursuant to the authorization of California Government Code § 53339.2.
3. This City Council hereby determines that the public convenience and necessity requires and this City Council further declares its intention to provide for the establishment of a procedure to allow and authorize territory to be annexed in the future

to Community Facilities District No. 2024-01 in order to finance the costs and expenses for the authorized Old Town Maintenance Services.

4. A future annexation area is proposed to be established under the terms of the Act. It is further proposed that the boundaries of the future annexation area shall be as described on the map designated as "Map of Proposed Boundaries of City of Placentia Future Annexation Area of Community Facilities District No. 2024-01 (Old Town Maintenance Services)" and attached hereto as Exhibit "A" and incorporated herein by this reference. A copy of said map shall be kept on file in the Office of the City Clerk and shall remain open for public inspection.

5. The name of the District is City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services)," and the designation for the Future Annexation Area shall be "City of Placentia Community Facilities District No. 2024-01 (Old Town Maintenance Services) (Future Annexation Area)".

6. The Services proposed to be provided and financed by Community Facilities District No. 2024-01 are described on Exhibit "B" attached hereto. The services are in addition to those provided in or required for the territory within Community Facilities District No. 2024-01 and will not be replacing services already available.

The same types of services, which are authorized to be financed by Community Facilities District No. 2024-01 are the types of services to be provided in the Future Annexation Area. If and to the extent possible such services shall be provided in common within Community Facilities District No. 2024-01 and the Future Annexation Area.

7. Except where funds are otherwise available, it is the intention of the City Council to levy annually in accordance with procedures contained in the Act a special tax within the boundaries of the Future Annexation Area, secured by recordation of a continuing lien against all nonexempt real property in such Future Annexation Area, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the boundaries of the Future Annexation Area is described in detail in Exhibit "C" attached hereto and incorporated herein by this reference. Exhibit "C" allows each landowner within the proposed Future Annexation Area to estimate the maximum amount that may be levied against each parcel. In the first year in which such special tax is levied, the levy shall include an amount sufficient to repay the District all amounts, if any, transferred to the District pursuant to § 53314 of the Act and interest thereon.

The special tax proposed to be levied within the Future Annexation Area for services to be supplied within the Future Annexation Area shall be equal to the special tax levied to pay for the same services in Community Facilities District No. 2024-01, except that a higher or lower special tax may be levied within the Future Annexation Area to the extent that the actual cost of providing the services in the Future Annexation Area is higher or lower than the cost of providing those services in Community Facilities

District No. 2024 -01. Notwithstanding the foregoing, the special tax may not be levied at a rate which is higher than the maximum special tax authorized to be levied II pursuant to the RMA.

The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. Any special taxes that may not be collected on the County tax roll shall be collected through a direct billing procedure by the Treasurer.

The maximum special tax rate in Community Facilities District No. 2024-01 shall not be increased as a result of the annexation of the Future Annexation Area to Community Facilities District No. 2024-01.

8. Annexation of territory in the future shall be effective upon the unanimous approval of such annexation by the owner or owners of any such parcel at the time the parcel is annexed and the vote by the qualified electors of such territory to authorize the levy of special taxes within such territory pursuant to the applicable Rate and Method, and no further public hearings or additional proceedings will be required to accomplish such annexation.

9. Notice is given that on the 5th day of March, 2024, at the hour of 7:00 P.M., in the regular meeting place of the City Council, being the Council Chambers, located at 401 E. Chapman, Ave., Placentia, CA 92870, a public hearing will be held where this City Council will consider the authorization for the annexation of certain territory in the future to CFD No. 2024-01, the proposed rate and method of apportionment of the special taxes proposed to be levied within the future annexation area and all other matters as set forth in this resolution of intention.

At such public hearing, the testimony of all interested persons for or against the annexation of the future annexation area or the levying of the special taxes within the future annexation area will be heard and considered. Any protests may be made orally or in writing. However, any protests pertaining to the regularity or sufficiency of the proceedings shall be in writing and shall clearly set forth the irregularities or defects to which objection is made. All written protests shall be filed with the City Clerk on or before the time fixed for the public hearing. Written protest may be withdrawn at any time before the conclusion of the public hearing.

10. Notice of the time and place of the public hearing shall be given by the City Clerk by causing the publication of a Notice of Public Hearing in the legally designated newspaper of general circulation, such publication to be pursuant to Section 6061 of the Government Code, with such publication to be completed at least seven (7) days prior to the date set for the public hearing.

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

APPROVED and ADOPTED this 23rd day of January, 2024.

JEREMY YAMAGUCHI, MAYOR

ATTEST:

ROBERT S. MCKINNELL, CITY CLERK

I, ROBERT S. MCKINNELL, CITY CLERK of the CITY OF PLACENTIA DO HEREBY CERTIFY that the foregoing Resolution No. was adopted at a regular meeting of the City Council held on the 23rd day of January, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ROBERT S. MCKINNELL, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN,
CITY ATTORNEY

EXHIBIT A

**Map of Proposed Boundaries of City of Placentia
Community Facilities District No. 2024-01
(Old Town Maintenance Services)**

**PROPOSED BOUNDARIES OF
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA**

SHEET 1 OF 2

Assessor Parcels in the City of Placentia
Community Facilities District No. 2023-1
(Old Town Maintenance Services):

339-052-14
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Assessor Parcels in the Future Annexation Area of City of Placentia
Community Facilities District No. 2023-1 (Old Town Maintenance Services):

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I hereby certify that the within map showing the proposed boundaries of City of Placentia Community Facilities District No. 2023-1 (Old Town Maintenance Services), City of Placentia, County of Orange, State of California, was approved by the City Council of the City of Placentia at a regular meeting hereof, held on the _____ day of _____, 2024, by its Resolution No. _____.

City Clerk,
City of Placentia

Filed this _____ day of _____, 2024, at the hour of _____ o'clock _____ m. in Book _____ of Maps of Assessment and Community Facilities Districts at Page _____ and as Instrument No. _____, in the office of the County Recorder in the County of Orange, State of California, at the request of the City of Placentia.

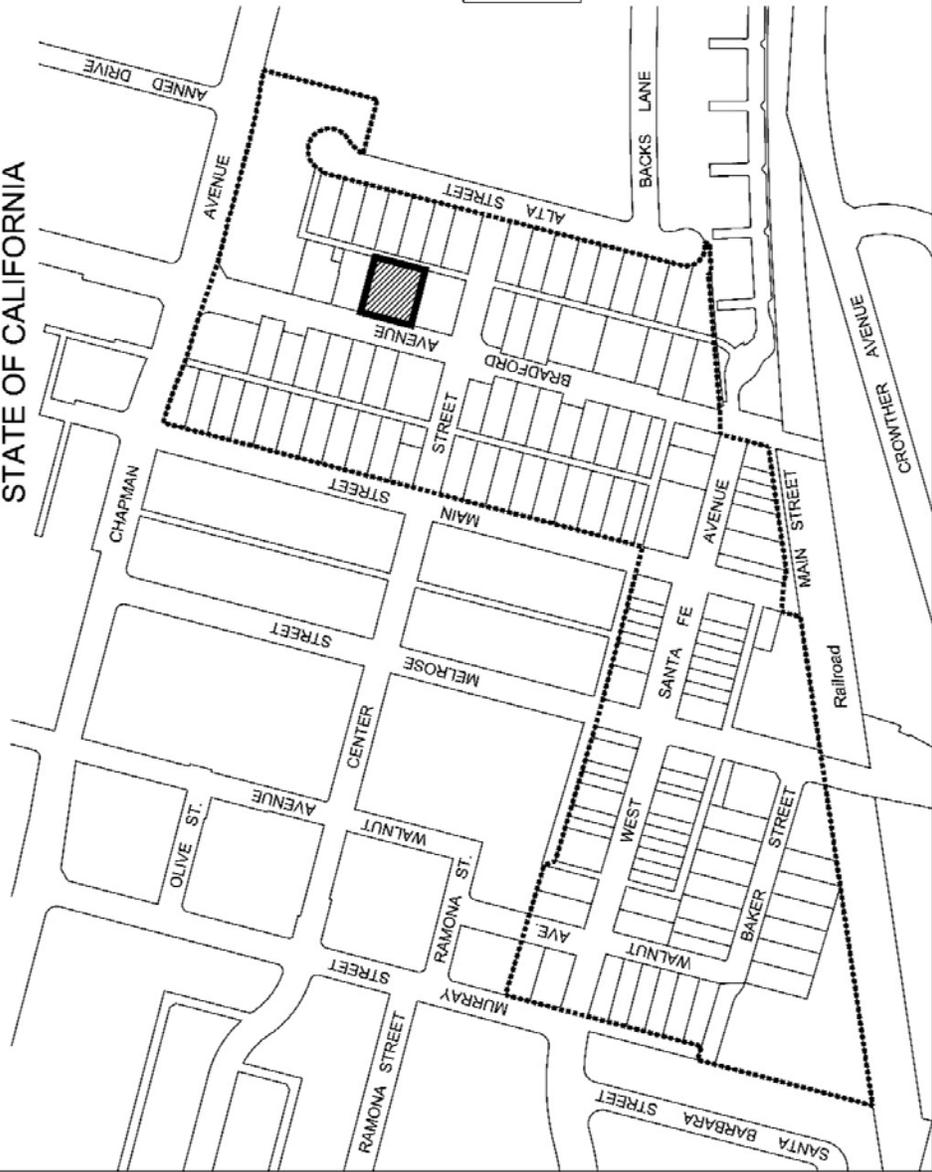
Hugh Nguyen
Clerk-Recorder, County of Orange

By _____
Deputy Recorder

Fee _____
Exempt Recording Requested, per CA Government Code §27383

Prepared by DTA

PROPOSED BOUNDARIES OF
CITY OF PLACENTIA
COMMUNITY FACILITIES DISTRICT NO. 2024-1
(OLD TOWN MAINTENANCE SERVICES)
CITY OF PLACENTIA, COUNTY OF ORANGE
STATE OF CALIFORNIA



Reference is hereby made to the Assessor maps of the County of Orange for a description of the lines and dimensions of these parcels.

LEGEND

- Proposed Boundaries of City of Placentia Community Facilities District 2023-1 (Old Town Maintenance Services)
- Future Annexation Area



EXHIBIT B

DESCRIPTION OF SERVICES

The services which may be funded with proceeds of the special tax of CFD No. 2024-1, as provided by Section 53313 of the Act, will include all costs attributable to maintaining, servicing, cleaning, repairing and/or replacing landscaped areas (and may include reserves for replacement) in public street rights-of-way, utility repairs, public infrastructure/fixtures, street maintenance, signage, public landscaping, public open spaces and other similar landscaped areas officially dedicated for public use within the boundaries of CFD No. 2024-1. These services include the following:

- a) Maintenance and lighting of parkways, streets, roads, public parking lots and open space, which maintenance and lighting services may include, without limitation, furnishing of electrical power to streetlights; repair and replacement of damaged or inoperative light bulbs, fixtures and standards; and
- b) Maintenance (including irrigation and replacement) of landscaping vegetation and trees situated on or adjacent to parkways, streets, roads, public parking lots and open space. Maintenance and repair of irrigation facilities; planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation; and
- c) Maintenance and replacement of public signage and wayfinding signage, directional signage; and
- d) Graffiti removal from and maintenance and repair of public structures situated on parkways, streets, roads, public parking lots and open space; and
- e) Furnishing, maintenance, repair or replacement of equipment, apparatuses, fixtures or facilities situated in areas within the boundaries of CFD No. 2024-1; and
- f) Maintenance and operation of water quality improvements which include storm drainage and flood protection facilities, including, without limitation, drainage inlets, catch basin inserts and similar facilities. Maintenance services may include, but are not limited to, the repair, removal or replacement of all or part of any of the water quality improvements within the public right-of-way; clearing of inlets and outlets; erosion repairs; and cleanup to improvements, and other items necessary for the maintenance; and
- g) Public street sweeping and refuse services on the segments of the arterials within the boundaries of CFD No. 2024-1.

In addition to payment of the cost and expense of the forgoing services, proceeds of the special tax may be expended to pay "Administrative Expenses," as said term is defined in the Rate and Method of Apportionment. The above services shall be limited to those provided within the boundaries of CFD No. 2024-1 or for the benefit of the properties within the boundaries of CFD No. 2024-1, as the boundary is expanded from time to time by anticipated annexations, and said services may be financed by proceeds of the special tax of CFD No. 2024-1. This includes paying the salaries and benefits of personnel necessary or convenient to provide the services; payment of insurance costs and other

related expenses; and the provision of reserves for repairs, replacements, and for the future provision of services. It is expected that the services will be provided by the District, either with its own employees or by contract with third parties, or any combination thereof.

EXHIBIT C

Rate and Method of Apportionment

RATE AND METHOD OF APPORTIONMENT FOR CITY OF PLACENTIA COMMUNITY FACILITIES DISTRICT NO. 2024-1 (OLD TOWN MAINTENANCE SERVICES)

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in City of Placentia Community Facilities District No. 2024-1 ("CFD No. 2024-1") and collected each Fiscal Year commencing in Fiscal Year 2023-2024, in an amount determined by the City Council of the City of Placentia through the application of the Rate and Method of Apportionment as described below. All of the real property in CFD No. 2024-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 2024-1: the costs of computing the Special Taxes and preparing the annual Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the County or otherwise); the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs of the City, CFD No. 2024-1 or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2024-1 for any other administrative purposes of CFD No. 2024-1.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's parcel number.

"CFD Administrator" means an official of the City, or designee thereof, responsible for determining and providing for the levy and collection of the Special Tax.

"**CFD No. 2024-1**" means the City of Placentia Community Facilities District No. 2024-1 (Old Town Maintenance Services).

"**City**" means the City of Placentia.

"**Consumer Price Index**" means, for each Fiscal Year, the Consumer Price Index published by the U.S. Bureau of Labor Statistics for All Urban Consumers in the Los Angeles-Long Beach-Anaheim region, measured as of the month of December in the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Consumer Price Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region.

"**Council**" means the City Council of the City.

"**County**" means the County of Orange, California.

"**Developed Property**" means, for each Fiscal Year, all Taxable Property, excluding Existing Building/Structure Property, for which a building permit was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year for construction of a new building/structure.

"**Existing Building/Structure Property**" means, for each Fiscal Year, all Taxable Property, for which a building or structure existed on such property prior to March 1, 2023.

"**Fiscal Year**" means the period starting July 1 and ending on the following June 30.

"**Hotel/Motel Property**" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit has been issued for building a non-residential structure that constitutes a place of lodging providing sleeping accommodations and related facilities for travelers. Such related facilities may include, but are not limited to, on-site restaurants, retail establishments, conference rooms/areas, etc.

"**Hotel/Motel Rooms**" means, for each Assessor's Parcel of Hotel/Motel Property, the number of hotel/motel rooms available for rent for the purpose of overnight lodging, as indicated on the building permit issued by the City. If such room data is not included on the building permit for an Assessor's Parcel of Hotel/Motel Property, then the CFD Administrator shall rely on the site plan or other reasonable data sources as determined by the CFD Administrator.

"**Industrial Property**" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: manufacturing, procession, fabricating, assembly, refining, repairing, packaging, or treatment of goods, material or produce; research and development; and/or warehousing and wholesale distribution of goods, material, or produce.

"**Maximum Special Tax**" means the Maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor's Parcel of Taxable Property within CFD No. 2024-1.

"Multi-Family Residential Property" means any Assessor's Parcel of Residential Property for which one or more building permits have been issued for attached residential units, all of which are made available for rental, but not purchase, by the general public.

"Non-Residential Floor Area" means, for Non-Residential Property, the total square footage of enclosed area within the perimeter of a non-residential structure located on such property, not including any space devoted to vehicle parking, walkway, overhang, patio, and areas incident thereto for which a building permit for new construction was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year. The determination of Non-Residential Floor Area shall be made by reference to the building permit(s) issued for such Assessor's Parcel, or if square footage is not available from this source, as otherwise determined by the CFD Administrator.

"Non-Residential Property" means, for each Fiscal Year, all Developed Property for which a building permit(s) was issued for the construction of a new building/structure with a non-residential use.

"Non-Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property not considered (i) Hotel/Motel Property, (ii) Industrial Property, (iii) Retail Commercial Property, or (iv) Office Property.

"Office Property" means, for each Fiscal Year, all Assessor's Parcels of Non-Residential Property for which a building permit(s) was issued for construction of a non-residential structure(s) which is primarily used for: general, professional, and/or medical office space.

"Parcel Square Foot" or "Parcel Square Footage" means the land area, or Acreage multiplied by 43,560, of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map.

"Parking Lot Property" means, for each Fiscal Year, any Assessor's Parcel that is not Public Property and for which a building permit has been issued for the construction of, or on which is located a garage, parking lot, or parking structure, as of March 1 of the prior Fiscal Year, and on which is located no other Developed Property, as determined by the CFD Administrator.

"Property Owner Association Property" means, for each Fiscal Year, any Assessor's Parcel within the boundaries of CFD No. 2024-1 that was owned by a property owner association, including any master or sub-association, as of March 1 of the prior Fiscal Year.

"Proportionately" means, for Developed Property, Rehab/Remodel Property, and Parking Lot Property that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Developed Property, Rehab/Remodel Property, and Parking Lot Property.

"Public Property" means, for each Fiscal Year, any property within the boundaries of CFD No. 2024-1 that is (i) used for rights-of-way or any other purpose and is owned by or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency as of March 1 of the prior Fiscal Year or (ii) encumbered by an unmanned utility easement making impractical its utilization for other than the purpose set forth in the

easement as of March 1 of the prior Fiscal Year, provided however that any property leased by a public agency to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"Rehab/Remodel Property" means all Assessor's Parcels of Existing Building/Structure Property for which a building permit with a construction valuation greater than \$25,000, as determined by the CFD Administrator, was issued after March 1, 2023 and prior to March 1 of the previous Fiscal Year to rehabilitate or remodel Existing Building/Structure Property.

"Residential Property" means all Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

"Retail Commercial Property" means all Assessor's Parcels of Non-Residential Property for which the building permit was issued for a retail sales tax generating use or which is being used primarily for a retail sales tax generating use, as determined by the CFD Administrator, and not considered (i) Hotel/Motel Property, (ii) Industrial Property, or (iii) Office Property.

"Single Family Residential Property" means any Assessor's Parcel of Residential Property not considered Multi-Family Residential Property.

"Special Tax" means the special tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to fund the Special Tax Requirement for Services.

"Special Tax Requirement for Services" means that amount required in any Fiscal Year to: (i) pay directly for annual maintenance services that are authorized to be financed by CFD No. 2024-1; (ii) pay Administrative Expenses; less (iii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator.

"State" means the State of California.

"Taxable Property" means all of the Assessor's Parcels within the boundaries of CFD No. 2024-1 which are not exempt from the Special Tax pursuant to law or Section E below.

"Undeveloped Property" means, for each Fiscal Year, all Taxable Property not classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, Taxable Property Owner Association Property or Taxable Public Property.

"Welfare Exemption" means, for each Fiscal Year, any Assessor's Parcel that is used exclusively for charitable, hospital, or religious purposes and that has a property tax welfare exemption as indicated in the County's assessor's roll finalized as of the last preceding January 1.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, all Taxable Property within CFD No. 2024-1 shall be classified as Developed Property, Rehab/Remodel Property, Parking Lot Property, or Undeveloped Property and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below.

Developed Property shall be further classified as Residential Property or Non-Residential Property. For Residential Property, the Special Tax will be based on the number of dwelling units as indicated on the building permit. For Non-Residential Property, the Special Tax will be based on the Non-Residential Floor Area or number of Hotel/Motel Rooms. For Rehab/Remodel Property and Parking Lot Property, the Special Tax will be based on the Parcel Square Footage.

C. MAXIMUM SPECIAL TAX

1. Developed Property, Rehab/Remodel Property, and Parking Lot Property

a. Maximum Special Tax

The Maximum Special Tax for Fiscal Year 2023-2024 for each Land Use Class is shown below in Table 1.

TABLE 1
Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property
For Fiscal Year 2023-2024

Land Use Class	Description	Maximum Special Tax
1	Single Family Residential Property	\$318.00 per dwelling unit
2	Multi-Family Residential Property	\$293.00 per dwelling unit
3	Non-Retail Commercial Property	\$0.2996 per square foot of Non-Residential Floor Area
4	Retail Commercial Property	\$0.2074 per square foot of Non-Residential Floor Area
5	Office Property	\$0.2996 per square foot of Non-Residential Floor Area
6	Industrial Property	\$0.2996 per square foot of Non-Residential Floor Area
7	Hotel/Motel Property	\$230.00 per Hotel/Motel Room
8	Rehab/Remodel Property	\$0.0765 per Parcel Square Foot
9	Parking Lot Property	\$0.0665 per Parcel Square Foot

b. Increase in the Maximum Special Tax

On each July 1, commencing on July 1, 2024, the Maximum Special Tax for Developed Property, Rehab/Remodel Property, and Parking Lot Property shall be increased based on the percentage change in the Consumer Price Index with a maximum annual increase of six percent (6%) and a minimum annual increase of two percent (2%) per Fiscal Year.

c. Multiple Land Use Classes

In some instances, an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax for such Assessor's Parcel shall be the sum of the Maximum Special Tax for all Land Use Classes located on that Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Undeveloped Property and Existing Building/Structure Property

The Special Tax shall not be levied on Undeveloped Property and Existing Building/Structure Property not classified as Rehab/Remodel Property or Parking Lot Property.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2023-2024 and for each following Fiscal Year, the Council shall determine the Special Tax Requirement for Services and shall levy the Special Tax until the total Special Tax levy equals the Special Tax Requirement for Services. The Special Tax shall be levied each Fiscal Year as follows:

The Special Tax shall be levied Proportionately on each Assessor's Parcel of Developed Property, Rehab/Remodel Property, and Parking Lot Property at up to 100% of the Maximum Special Tax.

E. EXEMPTIONS

No Special Tax shall be levied on Public Property, Property Owner Association Property, or any Assessor's Parcel that has a Welfare Exemption. However, should an Assessor's Parcel no longer be classified as Public Property, Property Owner Association Property, or have a Welfare Exemption, its tax-exempt status will, without the necessity of any action by the Council, terminate.

F. PREPAYMENT OF SPECIAL TAX

Prepayment of the Special Tax is not authorized.

G. APPEALS/INTERPRETATION

Any landowner or resident may file a written appeal of the Special Tax levied on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the

appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall eliminate or reduce the Special Tax on the appellant's property and/or provide a refund to the appellant. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the Council by filing a written notice of appeal with the Council, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for the appellant's disagreement with the CFD Administrator's determination. The CFD Administrator may charge the appellant a reasonable fee for processing the appeal.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

H. MANNER OF COLLECTION

The Special Tax will be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 2024-1 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for Services.