



Regular Meeting Agenda July 16, 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
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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
July 16, 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:

PRESENTATIONS:

a. **Certificate of Recognition for 50th Anniversary of Founders Society**

Presenter: Mayor Yamaguchi and City Council

Recipients: Nancy Murray, Judy Dee, and Kim Deweese

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.m.):

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 Regular Meetings of: January 9, 2024 and
January 23, 2024**

Recommended Action: Approve

1.c. **City Fiscal Year 2023-24 Registers for July 16, 2024**

Check Register

Fiscal Impact: \$2,750,946.28

Electronic Disbursement Register

Fiscal Impact: \$2,416,932.93

City Fiscal Year 2024-25 Register for July 16, 2024

Fiscal Impact: \$ 5,053.79

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.d. **Annual Military Equipment Report Per CA Assembly Bill No. 481**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the annual Military Equipment Report per CA Assembly Bill No. 481; and
- 2) Adopt Resolution R-2024-53, A Resolution of the City Council of the City of Placentia, California, renewing its Military Equipment Use Policy and Authorizing the Continuation of Ordinance O-2022-03.

1.e. **Amendment No. 2 to the Maintenance Services Agreement with Team One Management Inc. for Park Restroom Janitorial Services**

Fiscal Impact:

| | | |
|-----------|-----------|------------------------|
| Expense: | \$ 87,297 | Annual Contract Amount |
| Budgeted: | \$ 87,297 | (104055-6130) |

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Maintenance Services Agreement with Team One Management Inc. for park restroom janitorial services for an additional one (1) two-year term contract not-to-exceed a cumulative amount of \$174,594 or \$87,297 per year; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the cumulative contract not-to-exceed amount or \$17,459.40; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Agreement with Brightly Software, Inc. for Asset Management Software System**

Fiscal Impact:

| | |
|----------|--|
| Expense: | Fiscal Year 2024-25 - \$61,234.16 |
| Budget: | \$ 61,234.16 Technology Fund (750000-6366) |

Recommended Action: It is recommended that the City Council:

- 1) Approve a Purchase Order with Brightly Software, Inc. for the Fiscal Year 2024-25 subscription in the amount of \$61,234.16; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Purchase of One (1) New Fleet Vehicle for the Code Enforcement Division**

Fiscal Impact:

| | | |
|-----------|-------------|--|
| Expense: | \$75,236.56 | Total Purchase Price |
| Budgeted: | \$80,000.00 | FY 2024-25 CIP Budget |
| | \$60,000.00 | Measure U (798509-6842) |
| | \$20,000.00 | Equipment Replacement Fund (418509-6842) |

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of one (1) 2024 Ford F-150 Lightning Crew Cab work truck from Ken Grody Ford in the amount of \$75,236.56; and
- 2) Authorize the City Administrator to approve invoice changes up to 10% of the quoted amount; and
- 3) Authorize the City Administrator and/or his designee to issue a purchase order to Ken Grody Ford for this vehicle and execute all necessary documents, in a form approved by the City Attorney.

1.h. **Acceptance of Construction Work and Notice of Completion for the Fiscal Year 2022-23 Street Rehabilitation Project, City Project No. 1301**

Fiscal Impact:

| | | |
|-----------|-----------------------|----------------------------------|
| Expense: | \$5,383,306.25 | Original Construction Contract |
| | \$ 538,330.63 | Approved Change Orders No. 1-2 |
| | <u>\$ 92,845.00</u> | Construction Inspection Services |
| | \$6,014,481.88 | Total Construction Cost |
| Budgeted: | <u>\$6,153,023.73</u> | Total Project Budget |
| | \$3,000,000.00 | FY 2023-24 CIP Budget |
| | \$ 800,000.00 | (799800-6740 JL 791301-6740) |
| | \$ 600,000.00 | FY 2023-24 CIP Budget |
| | \$ 600,000.00 | (179800-6740 JL 171301-6740) |
| | \$ 600,000.00 | FY 2023-24 CIP Budget |
| | \$ 511,949.28 | (189800-6740 JL 181301-6740) |
| | \$ 312,032.42 | FY 2023-24 CIP Budget |
| | \$ 190,578.93 | (609800-6740 JL 601301-6740) |
| | \$ 63,272.00 | FY 2023-24 CIP Budget |
| | \$ 39,418.10 | (601301-6740 JL 601301-6740) |
| | | FY 2023-24 CIP Budget |
| | | (339800-6740 JL 331301-6740) |
| | | FY 2023-24 CIP Budget |
| | | (709800-6740 JL 791301-6740) |
| | | FY 2023-24 CIP Budget |
| | | (501301-6740) |
| | | FY 2023-24 CIP Budget |
| | | (791301-6740 JL 791301-6740) |

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by R. J. Noble Company for construction of the Fiscal Year 2022-23 Street Rehabilitation Project, City Project No. 1301 for a grand total amount of \$5,921,636.88; and
- 2) Approve Resolution No. R-2024-51 A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.i. **Acceptance of Construction Work and Notice of Completion for the La Placita Parkette Improvement Project, City Project No. 7911**

Fiscal Impact:

| | | |
|-----------|------------------|---|
| Expense: | \$ 292,617.30 | Original Construction Contract |
| | <u>\$ 615.52</u> | Change Order No. 1 |
| | \$ 293,232.82 | Total Construction Cost |
| Budgeted: | \$ 726,050.00 | FY 2022-23 & 2023-24 CIP Project Budget |

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by SDC Engineering, Inc. for construction of the La Placita Parkette Improvement Project, City Project No. 7911 for a grand total amount of \$293,232.82; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.j. **Professional Services Agreement with Placeworks, Inc. to Complete the SP-5 Corridor Plan and Specific Plan Update**

Fiscal Impact: Amount Needed For Agreement: \$389,129
Staff Recommended Contingency: +\$10,871
Total Cost of Proposed Agreement: \$400,000
General Plan Update Fee Funds \$400,000
(749504-6017) (3 Years)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Placeworks, Inc. to provide professional services related to the SP-5 Corridor Plan and Specific Plan Update and supporting environmental documentation for an amount not to exceed \$400,000; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.k. **Amendment No. 5 to Professional Services Agreement with Biggs Cardosa & Associates, Inc., for Engineering Design Services for the Golden Avenue Bridge Replacement Project**

Fiscal Impact:
Expense: \$ 155,502.00 Amendment No. 5 to Professional Services Agreement
Available Budget: \$2,415,204.16 Total Available Project Budget
\$2,200,000.00 Federal Earmark (331801-6740)
\$ 215,204.16 General Fund Developer Fee (331801-6740)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 5 to the Professional Services Agreement with Biggs Cardosa & Associates, Inc. to increase the contract amount by an additional \$155,502 for a total contract not-to-exceed amount of \$970,938; and
- 2) Authorize the City Administrator to approve contract amendments up to 10% of the contract amendment amount, or \$15,550.20; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.l. **Professional Services Agreement with Moetivations Inc. for Temporary Dispatcher on Demand Services**

Fiscal Impact:
Expense: \$ 108,204.95 Fiscal Year 2024-25 (101515-5005)

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Moetivations Inc. for Temporary Traveling Dispatcher Services for a period of three months in Fiscal Year 2024-25, with the option to extend for an additional period of nine months at the discretion of the City Council; and
- 2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.m. **Award of Contract to Brightview Landscape Services Inc. For Park Maintenance Services**

Fiscal Impact:
Expense: \$ 381,894.45 Annual Contract Amount (104055-6139)
\$1,145,683.35 Total Amount Fiscal Years 2024-25 to 2026-27

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Brightview Landscape Services Inc. for Park Maintenance Services in an amount not-to-exceed \$381,894.45 per year for an initial three (3) year contract term, with the option to extend for two (2) additional one-year terms; and
- 2) Approve Resolution No. R-2024-52, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in

- compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
- 3) Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed the amount of \$38,189.44 per contract year for unanticipated expenses; and
 - 4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING:

2.a. **Public Hearing on Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2024-25 (*Staff is recommending continuance to July 23, 2024*)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning the Solid Waste Handling Services rate adjustment for Fiscal Year 2024-25; and
- 2) Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
- 3) Continue the public hearing to the City Council meeting of July 23, 2024, at 7:00 p.m. in the Council Chambers.

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
Jeannie Kirwin, wife of Mayor Pro Tem Kevin Kirwin***

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, September 3, 2024 at 5:30 p.m.

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 July 16, 2024 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on July 11, 2024.

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
January 9, 2024
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Kirwin, Yamaguchi

ABSENT: Wanke (Excused)

ORAL COMMUNICATIONS:

Mayor Yamaguchi 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. Mr. McKinnell announced the Closed Session cases and matters.

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 54956.9(d)(1)
CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
People of the State of California v. Herbert Norris Trotter, OCSC Case No. 17NF0497.
2. Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
(1 case)

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

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:04 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Kirwin, Yamaguchi

ABSENT: Wanke (Excused)

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; Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Officer Brittany Oldham

PRESENTATIONS: None

CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen stated that there were two (2) items on the Closed Session agenda, the City Council discussed each of those items, and direction was provided. He noted that there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula welcomed and introduced three (3) new City of Placentia employees.

Information Technology Technician Horje Cheyenne Campo graduated from Palmdale High School and then enlisted in the U.S. Army. He attended California State University Northridge and studied Business Information Systems and previously worked in the Information Technology (IT) departments at Living Spaces and the City of Anaheim.

Information Technology Technician Ryan Plise graduated from the United Education Institute as a Computer Systems Technician and has worked for various companies within the IT field for 10 years, his most recent position in the City of Rosemead.

Building Inspector Daniel Zavadil grew up in the City of Placentia and decided on a career path in the construction trades. He obtained his general contractor’s license and then started his own business as a general contractor. Daniel then obtained his residential building inspector certification and became a Federal Emergency Response official.

ORAL COMMUNICATIONS:

Meredith Castillo, Placentia resident shared that his wife had recently passed away and expressed appreciation to the City Council for making Placentia a great place to live.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader reported attendance at the following:

- Navigation Center Meeting
- Meeting regarding proposed Metrolink Station in Placentia
- Santa Fe Merchants Meeting in which the success of Tamale Festival was discussed.

She commented on new businesses going into Old Town and announced the opening of Broken Timbers. She also announced City Hall and City facilities closures in observance of the Martin Luther King Junior Holiday on January 15, 2024.

Councilmember Smith promoted the free e-waste and shredding event at Civic Center Plaza on January 20, 2024 from 8 a.m. to 12 noon. He reported his attendance at the following:

- SCAG Transportation Committee Meeting
- Navigation Center Meeting
- Santa Fe Merchants Meeting
- Funeral Services for Filiberto Lopez Montano, longtime Placentia resident and veteran

Mayor Pro Tem Kirwin echoed Meredith Castillo’s comments about the City. He expressed appreciation to Staff for their responsiveness to community concerns and complaints.

Mayor Yamaguchi welcomed the new IT Staff members and noted that the quickest way to submit a service request is through the iPlacentia app. He reported his Ride Along with the Placentia Police Department and shared comments about the experience. He noted that he plans to bring back the dial your Mayor direct phone line and regular office hours for the public to come in and speak with the Mayor.

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

Motion by Shader, seconded by Smith, and carried a (4-0-1, Wanke absent) vote to approve the Consent Calendar items 1.a. through 1.g., as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
(Approved 4-0-1, as recommended, Wanke absent)

- 1.b. **City Fiscal Year 2023-24 Register for January 9, 2024**
Check Register
Fiscal Impact: \$3,196,138.02
Electronic Disbursement Register
Fiscal Impact: \$2,922,844.54
Recommended Action: It is recommended that the City Council:
 1) Receive and file.
(Received and Filed, as recommended)
- 1.c. **Amendment No. 2 to Maintenance Services Agreement with DFS Flooring for Carpet Cleaning Services**
Fiscal Impact:

| | | |
|----------|----------|--------------------------------------|
| Expense: | \$45,142 | Revised Agreement Amount |
| Budget: | \$ 1,104 | Fiscal Year 2023-24 Operating Budget |

Recommended Action: It is recommended that the City Council:
 1) Approve Amendment No. 2 to the Maintenance Services Agreement with DFS for carpet cleaning services increasing the annual contract not-to-exceed amount by \$19,642 or a revised cumulative contract amount of \$45,142 for the entire contract term; and
 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
(Approved 4-0-1, as recommended, Wanke absent)
- 1.d. **Acceptance of Construction Work and Notice of Completion for the Crowther Avenue Street Resurfacing Project, Project No. 1401**
Fiscal Impact:

| | | |
|-----------|-----------|---|
| Expense: | \$259,865 | Original Construction Contract |
| Budgeted: | \$285,851 | FY 23-24 CIP Budget (719800-6740 JL#24101) |

Recommended Action: It is recommended that the City Council:
 1) Accept the work performed by Mark Company Asphalt and Concrete for improvements of the Crowther Avenue Street Resurfacing Project, City Project No. 1401 for a grand total amount of \$259,865; and
 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
(Approved 4-0-1, as recommended, Wanke absent)
- 1.e. **Acceptance of Construction Work and Notice of Completion for Demolition Work at 207 West Chapman Avenue**
Fiscal Impact:

| | | |
|-----------|----------|---|
| Expense: | \$60,000 | Total Construction Cost Amount |
| Budgeted: | \$66,000 | Affordable Housing Development Impact Fee Fund (682534-6099) |

Recommended Action: It is recommended that the City Council:
 1) Accept the work performed by Unlimited Environmental, Inc., for the asbestos abatement and demolition of 207 Chapman Avenue, for a grand total amount of \$60,000; and
 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.
(Approved 4-0-1, as recommended, Wanke absent)
- 1.f. **Amendment to the City of Placentia Fiscal Year 2023-24 Capital Improvement Program to include Fiscal Year 2023-24 Street Rehabilitation Project**
Fiscal Impact:

| | | |
|-------------------|-----------|--|
| Expense: | \$200,000 | Total Project Design Budget |
| Available Budget: | \$400,000 | Proposed Budget Resolution (609800-6740 J/L 24104-6740) |

Recommended Action: It is recommended that the City Council:

- 1) Approve an amendment to the Fiscal Year 2023-24 Capital Improvement Program to allocate \$200,000 in available SB-1 Gas Tax Funds for engineering design services for the Fiscal Year 2023-24 Roadway Rehabilitation Project; and
- 2) Approve an appropriation adjustment, reallocating \$400,000 in available SB-1 Gas Tax Funds from the Fiscal Year 2022-23 Roadway Rehabilitation project (Project No. 1301) to the Fiscal Year 2023-24 Roadway Rehabilitation Project (Project No. 24104); and
- 3) Adopt Resolution No. R-2024-01, 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 and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Wanke absent)

Successor Agency

- 1.g. **Recognized Obligation Payment Schedule (ROPS 24-25) for July 1, 2024 Through June 30, 2025 and Last and Final Recognized Obligation Payment Schedule for Fiscal Year 2024-25 Through 2032-33**

Fiscal Impact: RPTTF Funded Non-Admin Obligations: \$1,439,670

RPTTF Funded Administrative Overhead: \$ 50,000

Total ROPS 24-25 Expenditure Request: \$1,489,670

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2024-01, a Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, California approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2024 to June 30, 2025 (ROPS 24-25); and
- 2) Approve Resolution RSA-2024-02, a Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, California approving and adopting the Last and Final Recognized Obligation Payment Schedule for the period of July 1, 2024 to June 30, 2033.

(Approved 4-0-1, as recommended, Wanke absent)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

- 3.a. **Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
- 2) Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

(Approved 4-0-1, as recommended, Wanke absent)

The following appointments were discussed and recommended for approval:

- Association of California Cities - OC Shader/Wanke
- Citywide Fiber Optic and Smart City Ad-Hoc Yamaguchi/Shader
- Civic Center Joint Use Committee (Smith/Shader)

- Public Financing Authority of the Enhanced Infrastructure Financing District
(Wanke, Chair/Smith, Authority Member)
- Finance and Investment Committee
Yamaguchi/Kirwin/Larson
(Mayor/Mayor Pro Tem/ City Treasurer)
- Financial Audit Oversight Subcommittee
Kirwin/Smith
- Heritage Committee
Yamaguchi/Kirwin
- Historic Preservation Ad-Hoc
Kirwin/Wanke
- Housing, Community, and Economic Development
Ad Hoc Committee & General Plan Advisory Subcommittee
Wanke/Kirwin
- Independent Cities Association
Wanke/Yamaguchi
- League of California Cities
Yamaguchi/Wanke
- Navigation Center Advisory Board
(Kirwin/Shader)
- County of Orange City Selection Committee
Yamaguchi/Kirwin
(Alternate: any Councilmember can serve in absence of Mayor)
- Old Town Parking Ad-Hoc
Shader/Kirwin
- Orange County Council of Governments
Smith
Chosen as Alternate by Brea's Marty Simonoff
- Orange County Sanitation District
Wanke/Smith
- Orange County Vector Control District - Board of Trustees
Mr. Craig S. Green
- Placentia Community Foundation
Yamaguchi/Smith/Larson
(Mayor/Councilmember/City Treasurer)
- Placentia Disaster Council
Yamaguchi
(Mayor)
- Santa Ana River Flood Protection Agency
Yamaguchi/Kirwin

- Senior/Community Center Blue Ribbon Committee
Smith/Shader (both delegates)
(Craig S. Green, ex officio member)
- Sewer Utility, Recycling and Refuse Committee
Yamaguchi/Shader
- Southern California Association of Governments
Smith/Wanke (alternate)
- Southern California Association of Governments – Annual General Assembly Voting Delegates
Smith/Wanke (alternate)

Motion by Shader, seconded by Kirwin, and carried a (4-0-1, Wanke absent) vote to approve Item 3.a., as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader requested the use of City Council Chambers for an upcoming meeting. She noted that she would like to extend an invitation to the County of Orange Human Relations Commission to hold a meeting in Placentia and have the Placentia Police Department provide information on their work with gangs in Placentia and the Orange County area.

Mayor Yamaguchi commented on the long line for building permits after the Holiday break and requested that Staff research providing limited availability during the two (2) week holiday break. He also noted that the meeting would be adjourned in memory of Manuel Ortega, former Placentia Police Chief; Jane Castillo, loving mother, great community contributor, wife of Meredith Castillo and 52-year resident; and Jeanne Christensen, longest tenured member (1949) of the Placentia Round Table and served as President three (3) times. He asked Councilmember Smith to provide information on an additional individual who is being remembered.

Councilmember Smith expressed his condolences to the family of Former Placentia Police Chief Manuel Ortega and provided comments of his time working with him. He noted that Chief Ortega was a big proponent of Community Oriented Policing and engaged in the community. He also provided comments about Phil Montano, Sr. who was a longtime resident of Placentia and WWII Navy Bronze Star recipient. He added that Mr. Montano was presented with a High School diploma from Valencia High School in 2019, 78 years after his last attendance at the school.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:30 p.m. in memory of Jane Katherine Castillo, wife of Meredith Castillo, Chair of the Veterans Advisory Committee and longtime resident of Placentia, Jeanne Christensen, longtime member of the Placentia Round Table Women’s Club; and Phil Montano, Sr., longtime resident of Placentia and WWII Navy Bronze Star recipient.

Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

**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
January 23, 2024
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

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

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi

ABSENT: None

ORAL COMMUNICATIONS:

Mayor Yamaguchi 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. Mr. McKinnell announced the Closed Session cases and matters.

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 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 recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 7:00 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi

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; Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Firefighter Victor Guerrero

PRESENTATIONS: None

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. Regarding Item No. 2, Potential Initiation of Litigation regarding the Grants Pass, Oregon vs. Gloria Johnson, a motion was made by Councilmember Wanke and seconded by Mayor Pro Tem Kirwin to participate in the appeal being filed in the filing of amicus brief before the Supreme Court. He noted that there was nothing further to report.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula welcomed and introduced three (3) new City of Placentia employees.

Firefighter Victor Guerrero attended Rio Hondo College and earned his associate's degree in fire technology. After this, he attended El Camino College for the Basic Fire Academy. Victor previously worked as a Wildland Firefighter for six fire seasons for the US Forest Service and Orange County. Before coming to Placentia, Victor worked as a Firefighter for the Department of Defense and completed his bachelor's degree in Wildfire Science and the Urban Interface.

Senior Civil Engineer Gabriel Guerrero-Gabany. graduated from Cal Poly Pomona in 2017 with a degree in Civil Engineering. He began his career in the private sector and then moved to the public sector, working for the City of Fontana in Development Services. Most recently, he worked as a Civil Engineer for the City of Santa Ana and managed the design and construction of capital improvement projects.

Senior Economic Development Analyst Kiana Louie. attended California State University, Fullerton, and studied Business Administration. She graduated with high honors from Cal State Fullerton, receiving her Bachelor's and Master of Business Administration degrees. Kiana previously worked for the cities of Montebello and Pico Rivera.

ORAL COMMUNICATIONS:

Gene Hernandez, Director for the Yorba Linda Water District provided an update on the sewer system rehabilitation and replacement project in the City of Placentia.

Dennis Blake, Placentia Business Owner, commented on the delays on the Metrolink station in Old Town Placentia and expressed appreciation to Councilmember Shader for her efforts to continue to apply pressure on BNSF. He added that the train station will be a great benefit to all the new residents in the new apartments on Crowther Avenue as well as college students and merchants. He urged the Council to continue to pursue the construction of the train station.

George Kittridge, professional dog trainer commented on his dog training community events in Tri-City park and expressed support for a dog park in the City of Placentia.

Kenny Binnings, Placentia resident commented on efforts to build the Metrolink station and commented on development projects and improvements in Old Town. He announced two new businesses in Old Town Placentia, La Biblioteca and Broken Timbers Brewing and commented on the ongoing business investment in Old Town. He also announced that a new deli will soon move into Old Town. He expressed concerns about the delays with the train station and urged the Council to continue to pressure BNSF to build the train station.

Liam Stanton, Tony's Deli announced that he is moving his deli from Anaheim to Old Town Placentia and expressed excitement about moving his business to the City of Placentia.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader reported her attendance at the following:

- Orange County Human Relations Meeting
- Orange County Cities Board of Directors meeting
- Martin Luther King, Jr. event at the Nixon Library

She also reported on the kickoff planning event for the Tubman Till Museum in Orange County, which is being spearheaded by an individual in Placentia, and encouraged those who are interested to contact

her for more information. She promoted the Yorba Linda Placentia Active Transportation Plan noting that the deadline to provide public input on pedestrian and bicycle routes along the riverbeds is January 31, 2024.

Councilmember Smith reported his attendance at the following:

- OCCOG Meeting
- Eagle Scout Court of Honor for 11 Eagle Scouts
- City Administrator’s Brown Bag Lunch
- Martin Luther King Event at the Nixon Library

He promoted the Love Placentia Serve day on April 20, 2024 and encouraged all to participate and sign up on the loveplacentia.com website.

Councilmember Wanke reported his attendance at the following:

- Independent Cities Association Board of Directors Meeting
- Orange County Sanitation District Infrastructure and Finance Board meeting
- City of Placentia EIFD Meeting

He promoted the City’s Annual Compost giveaway on February 2, 2024 from 7:30 a.m. – 10:30 a.m.

Mayor Pro Tem Kirwin promoted the Citywide Communication Survey and encouraged individuals to give their input and become involved. He also encouraged individuals to visit the City’s website and YouTube channel to view informative content on the site.

Mayor Yamaguchi reported that he was able to participate in a meeting with the Information Technology Master Plan consultants and share input and receive feedback. He congratulated Broken Timbers on their ribbon cutting and welcomed them to the City. He also reported his attendance at:

- City Administrator’s Brown Bag lunch
- Ride along with the City’s Homeless Liaison Officer with time spent at the Navigation Center

He also commented on several agenda items that were missing supporting documents and requested that all documentation be provided with the full agenda package.

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

Councilmember Shader pulled Item No. 1.f and Mayor Yamaguchi pulled Item No. 1.g, for further discussion. Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve the balance of the Consent Calendar, as recommended.

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

Fiscal Impact: None

Recommended Action: Approve

(Approved 5-0, as recommended)

1.b. **Minutes**

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

Recommended Action: Approve

(Approved 5-0, as recommended)

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

(Received and Filed, as recommended)

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.

(Approved 5-0, as recommended)

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.

(Approved 5-0, as recommended)

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.

(Approved 5-0, as recommended)

Councilmember Shader pulled Item 1.f to confirm that the certificate of insurance had been received from the vendor. Deputy City Clerk Wayman confirmed that it had been received. Motion by Shader, seconded by Wanke, and carried a (5-0) vote to approve Item 1.f, as recommended.

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.

(Approved 5-0, as recommended and amended)

Mayor Yamaguchi pulled Item 1.g to discuss the City's liability under the agreement. City Attorney Bettenhausen noted that language in the contract will be amended to place a cap on the City's liability. He read the amended language into the record as follows, in Section 3B at the very end of the paragraph "In no case shall the City's payment obligation for the purchase price exceed \$761,587. The parties agree that upon close of escrow for the original purchase and the establishment of the final original purchase interest rate, an amendment to this agreement will be prepared to establish a revised not to exceed purchase price based on that final interest rate provided such revised purchase price does not exceed \$761,587." He added that once the interest rate is established, once escrow closes on the property, we anticipate that's going to be lower than what we originally anticipated so that those costs would come down and we'll in turn come back with an amendment that would reduce that number down to whatever it is at that time.

Motion by Yamaguchi, seconded by Shader, and carried a (5-0) vote to approve Item 1.g, as recommended and amended.

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.

(Approved 5-0, as recommended)

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.

(Approved 5-0, as recommended, with appointments to the ad-hoc committee as follows, Councilmembers Shader and Smith, Lilia Queen as member, Patricia Montelongo as alternate member)

City Administrator Arrula introduced Deputy Director of Community Services Veronica Ortiz who gave a brief presentation on the award of a Professional Services Agreement for design services for a proposed dog park and the creation of an ad-hoc committee. He noted that Council had provided direction for this item in the City's Strategic Plan.

Mayor Pro Tem Kirwin commented on the preliminary locations for the park and inquired about the cost for phase 2 of the project. Deputy Director Ortiz responded \$106,000. He confirmed with Ms. Ortiz that \$186,000 for Phase 1 and 2 would be spent before construction even begins on the park.

Councilmember Shader commented that she appreciated Staff's work on reviewing the proposals and selecting an experienced architect.

Deputy Director Ortiz responded that RHA Landscape and Architectural Planners was the most responsive and cost efficient and their references were positive.

Councilmember Shader stated that the ad-hoc committee is a good idea to solicit input from the community. She noted that five (5) locations had been identified as proposed sites and offered to serve on the ad-hoc committee. She noted that one location is in District 5 and suggested that Councilmember Smith might also want to be part of the committee.

Deputy Director Ortiz provided the names of two park commissioners who have expressed interest. Lilia Queen as a member and Patricia Montelongo as an alternate.

Mayor Yamaguchi requested that when the item comes back to the Council he would like the Staff report to address what responsibility the City has legally.

Councilmember Smith noted that one of the proposed locations is in his District and he would be honored to serve on the ad-hoc committee.

Councilmember Wanke inquired about the process if the ad-hoc committee recommends a location that the Council is not in favor of.

Deputy Director Ortiz responded that they would go back to the consultant to consider a different location based on the direction from Council.

Councilmember Wanke expressed concerns about costs and location. He noted that the community of dog owners in the City would appreciate the dog park. He asked that Staff and the committee be cognizant of the Council's input on the site location so that unnecessary funds are not spent if the location is not approved.

City Administrator Arrula noted that the ad-hoc committee falls under Brown Act requirements and will need to follow open meeting requirements. He also noted that the ad-hoc committee will be included in the update to the Committee/Commission manual.

Motion by Shader, seconded by Smith, and carried a (5-0) vote to approve Item 3.a, as recommended and appointing Councilmembers Shader and Smith and Parks Committee member Lilia Queen and Patricia Montelongo (alternate) to the Dog Park ad-hoc committee.

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).

(Approved 5-0, as recommended)

City Administrator Arrula introduced Deputy Director of Administrative Services Jeannette Ortega who gave a brief presentation on the establishment of Community Facilities District No. 2024-01 (Old Town Maintenance Services) 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). Deputy Director Ortega noted that Kristi Smith from Jones Mayer Law (City Attorney's Office) and Andrea Roess of DTA were present to answer any questions.

Councilmember Shader commented that she has been attending Old Town Merchants Meetings for many years and noted that this is a great idea initiated by landowners. She congratulated them for taking this big step forward.

Mayor Pro Tem Kirwin inquired about transfers of ownership and the \$25,000 improvement threshold for property tax reassessment and what would trigger becoming part of the District.

Deputy Director Ortega explained that \$25,000 of improvements to the property would trigger a reassessment and annexation into the District.

Mayor Yamaguchi thanked business owners for participating and working to make the community even more beautiful.

Motion by Yamaguchi, seconded by Wanke, and carried a (5-0) vote to approve Item 3.b, as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader requested that as part of the Committee/Commission Manual update that the Smart Cities Committee be renamed to the Technology and Innovation Committee.

City Administrator Arrula noted that the new name would be included in the list of committees in the manual when it is brought back before Council.

Mayor Yamaguchi requested information on response times to the farthest City District from the City's fire stations.

Chief Dobine stated that the information has been compiled and he will provide the information.

Mayor Yamaguchi noted that the meeting would be adjourned in memory of Richard "Rick" Smith and asked Councilmember Smith to share comments.

Councilmember Smith expressed deep condolences to the Smith family and shared comments about Mr. Smith's engagement in the community, and as a member of the Kiwanis and Rotary Clubs. He also noted that Mr. Smith was a Marine and Navy veteran.

Mayor Yamaguchi expressed appreciation to the Council for agreeing to hold study sessions at 4:30 p.m. He noted that his goal is to finish meetings earlier to allow Staff and Council to get home to their families earlier.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:05 p.m. in memory of Richard "Rick" Smith to a regular City Council meeting on Tuesday, February 6, 2024 at 5:30 p.m.

Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/
Agency Secretary

City of Placentia
 Check Register
 For 07/16/2024

FY 2023-24

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|------|----------------|-------------|---------------------|----------|--------|----------|------|---------|------------|
|------|----------------|-------------|---------------------|----------|--------|----------|------|---------|------------|

Grand Total: 2,752,066.43

Check Totals by ID

| | |
|----|--------------|
| AP | 2,752,066.43 |
| EP | 0.00 |
| IP | 0.00 |
| OP | 0.00 |

Void Total: 1,120.15
 Check Total: 2,750,946.28

| Fund Name | Check Totals by Fund |
|------------------------------------|----------------------|
| 101-General Fund (0010) | 1,528,589.16 |
| 117-Measure U Fund (0079) | 1,075,470.58 |
| 205-State Gas Tax (0017) | 9,141.60 |
| 208-Scssr Agncy Ret Oblg (0054) | 0.41 |
| 225-Asset Seizure (0021) | 649.74 |
| 246-TOD Traffic Impact Fees (0070) | 60,170.07 |
| 248-TOD Strscape Impct Fee (0072) | 795.07 |
| 249-TOD District CFD (0080) | 133.55 |
| 265-Landscape Maintenance (0029) | 23,914.56 |
| 270-CDBG Fund (0030) | 5,100.00 |
| 275-Sewer Maintenance (0048) | 1,005.28 |
| 280-Misc Grants Fund (0050) | 600.00 |
| 401-City Capital Projects (0033) | 39,495.20 |
| 501-Refuse Administration (0037) | 5,242.76 |
| 601-Employee Health & Wlfre (0039) | 439.30 |
| 701-Special Deposits (0044) | 199.00 |
| Check Total: | 2,750,946.28 |

1.c.
July 16, 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 07/10/2024

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|---------------------|--------------------------------|----------------------------|--|----------|-----------------|----------|------|----------|------------|
| RV | SOUTHERN CALIFORNIA V005697 | MAY NEWSPAPER PUBLICATIONS | 101002-6225 Advertising/Promotional | AP070124 | 625.62 | 591779 | | 00131581 | 07/03/2024 |
| RV | SOUTHERN CALIFORNIA V005697 | MAY NEWSPAPER PUBLICATIONS | 860000-6226 Public Notice | AP070124 | 494.53 | 591779 | | 00131581 | 07/03/2024 |
| Check Total: | | | | | 1,120.15 | | | | |
| Type Total: | | | | | 1,120.15 | | | | |
| Void Total: | | | | | 1,120.15 | | | | |

City of Placentia
Check Register
For 07/10/2024

| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|---------------------|------------------------------------|-------------------------------|---|----------|-----------------|---------------|--------|----------|------------|
| MW OH | ALL CITY MANAGEMENT V000005 | 5/26-6/8 CROSSING GUARD SVS | 103047-6290 Dept. Contract Services | AP062424 | 3,924.18 | 94094 | P12977 | 00131456 | 06/27/2024 |
| Check Total: | | | | | 3,924.18 | | | | |
| MW OH | AMAZON CAPITAL SERVICES V012336 | TABLE UMBRELLAS - ARROYO PARK | 04071-6301 Special Department Expenses | AP062424 | 1,090.05 | 1696-17X1- | | 00131457 | 06/27/2024 |
| MW OH | AMAZON CAPITAL SERVICES V012336 | SW MAINTENANCE SUPPLIES | 103658-6301 Special Department Expenses | AP062424 | 50.99 | 17W6-H7P3- | | 00131457 | 06/27/2024 |
| MW OH | AMAZON CAPITAL SERVICES V012336 | SW MAINTENANCE SUPPLIES | 103650-6315 Office Supplies | AP062424 | 27.69 | 17W6-H7P3- | | 00131457 | 06/27/2024 |
| MW OH | AMAZON CAPITAL SERVICES V012336 | SW MAINTENANCE SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 16.63 | 17W6-H7P3- | | 00131457 | 06/27/2024 |
| MW OH | AMAZON CAPITAL SERVICES V012336 | SW MAINTENANCE SUPPLIES | 103654-6130 Repair & Maint/Facilities | AP062424 | 24.92 | 17W6-H7P3- | | 00131457 | 06/27/2024 |
| MW OH | AMAZON CAPITAL SERVICES V012336 | SUMMER DAY CAMP SUPPLIES | 104071-6301 Special Department Expenses | AP062424 | 29.31 | 1PDP-NYJ9- | | 00131457 | 06/27/2024 |
| MW OH | AMAZON CAPITAL SERVICES V012336 | SR CENTER SUPPLIES | 104079-6301 Special Department Expenses | AP062424 | 677.23 | 1WWW-JQRV- | | 00131457 | 06/27/2024 |
| Check Total: | | | | | 1,916.82 | | | | |
| MW OH | ANAHEIM FULLERTON V006631 | GOLF CART TRANSPORTATION | 104078-6099 Professional Services | AP062424 | 125.00 | 23-1005-33013 | | 00131458 | 06/27/2024 |
| MW OH | ANAHEIM FULLERTON V006631 | GOLF CART TRANSPORTATION | 104078-6099 Professional Services | AP062424 | 125.00 | 23-1012-33237 | | 00131458 | 06/27/2024 |
| Check Total: | | | | | 250.00 | | | | |
| MW OH | APPLE INCORPORATED V010155 | APPLE PRODUCTS | 799800-6364 Computer Hardware | AP062424 | 839.16 | MA83657410 | P13367 | 00131459 | 06/27/2024 |
| MW OH | APPLE INCORPORATED V010155 | APPLE PRODUCTS | 799800-6364 Computer Hardware | AP062424 | 1,167.83 | MA83677923 | P13367 | 00131459 | 06/27/2024 |
| MW OH | APPLE INCORPORATED | APPLE PRODUCTS | 799800-6364 | AP062424 | 1,605.91 | MA83847135 | P13367 | 00131459 | 06/27/2024 |

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| | V010155 | | Computer Hardware | | | | | | |
| MW OH | APPLE INCORPORATED V010155 | APPLE PRODUCTS | 799800-6364 Computer Hardware | AP062424 | 1,684.41 | MA84474613 | P13367 | 00131459 | 06/27/2024 |
| MW OH | APPLE INCORPORATED V010155 | APPLE PRODUCTS | 799800-6364 Computer Hardware | AP062424 | 1,307.91 | MA84678631 | P13367 | 00131459 | 06/27/2024 |
| | | | | Check Total: | 6,605.22 | | | | |
| MW OH | AVENU INSIGHTS & V012574 | 9/20-8/23 UUT AUDIT | 102020-6099 Professional Services | AP062424 | 1,194.00 | INV06-018874 | | 00131460 | 06/27/2024 |
| | | | | Check Total: | 1,194.00 | | | | |
| MW OH | BUCKNAM INFRASTRUCTURE V012179 | PR STREET SIGNS REPLACEMENT | 109800-6740 / 24104-6740 Infrastructure - Streets | AP062424 | 739.00 | 382-03.05 | P13323 | 00131461 | 06/27/2024 |
| | | | | Check Total: | 739.00 | | | | |
| MW OH | CALMAT CO. V010007 | PAVING MATERIALS | 103652-6132 Repair & Maintenance/Streets | AP062424 | 472.07 | 74027350 | P13098 | 00131462 | 06/27/2024 |
| | | | | Check Total: | 472.07 | | | | |
| MW OH | CICCS/EAP V012670 | JUN -CICCS TRUST EAP | 395083-5199 Other Employee Benefits | AP062424 | 439.30 | 2024-6 | | 00131463 | 06/27/2024 |
| | | | | Check Total: | 439.30 | | | | |
| MW OH | COMLOCK V003166 | DOOR REPAIRS - MATERIALS | 103654-6130 Repair & Maint/Facilities | AP062424 | 421.39 | 850038 | | 00131464 | 06/27/2024 |
| MW OH | COMLOCK V003166 | DOOR REPAIRS - MATERIALS | 103654-6130 Repair & Maint/Facilities | AP062424 | 433.89 | 850049 | | 00131464 | 06/27/2024 |
| MW OH | COMLOCK V003166 | DOOR REPAIRS - MATERIALS | 103654-6130 Repair & Maint/Facilities | AP062424 | 121.86 | 850067 | | 00131464 | 06/27/2024 |
| | | | | Check Total: | 977.14 | | | | |
| MW OH | CONTRERAS, JOSHUA V011352 | PD UNIFORM REIMBURSEMENT | 103047-6360 Uniforms | AP062424 | 125.00 | 062024 | | 00131465 | 06/27/2024 |

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| | | | | Check Total: | 125.00 | | | | |
| MW OH | COSTAR REALTY V012340 | JUN REAL ESTATE ONLINE DATA | 109595-6999 Other Expenditure | AP062424 | 567.00 | 120879304 | P13206 | 00131466 | 06/27/2024 |
| | | | | Check Total: | 567.00 | | | | |
| MW OH | COUNTY OF ORANGE V005595 | INSPECTIONS/REINSPECTIONS FEES | 103658-6301 Special Department Expenses | AP062424 | 532.00 | IN129658 | | 00131467 | 06/27/2024 |
| | | | | Check Total: | 532.00 | | | | |
| MW OH | COUNTY OF ORANGE V008881 | RADIO REPAIRS | 103041-6137 Repair Maint/Equipment | AP062424 | 139.00 | STTM002217 | | 00131468 | 06/27/2024 |
| MW OH | COUNTY OF ORANGE V008881 | JUN AFIS SERVICES | 103040-6290 Dept. Contract Services | AP062424 | 1,858.00 | SH 68660 | P12980 | 00131468 | 06/27/2024 |
| | | | | Check Total: | 1,997.00 | | | | |
| MW OH | CSUF EXTENSION AND V012864 | TRAINING REG - C. ALVARENGA | 101512-6250 Staff Training | AP062424 | 370.00 | 20240002 | | 00131469 | 06/27/2024 |
| | | | | Check Total: | 370.00 | | | | |
| MW OH | DELL MARKETING L.P. V000301 | LAPTOP REPL- SR FIRE ANALYST | 799800-6364 / 241502-6364 Computer Hardware | AP062424 | 1,468.60 | 10749108949 | | 00131470 | 06/27/2024 |
| MW OH | DELL MARKETING L.P. V000301 | LAPTOP REPL -HEATH SVS MANAGER | 799800-6364 / 241502-6364 Computer Hardware | AP062424 | 1,468.60 | 10749108973 | | 00131470 | 06/27/2024 |
| | | | | Check Total: | 2,937.20 | | | | |
| MW OH | DENNIS GRUBB & V012137 | 6/1-15 - FIRE PLAN CHECK | 103066-6290 Dept. Contract Services | AP062424 | 640.00 | 002-30753 | P13314 | 00131471 | 06/27/2024 |
| | | | | Check Total: | 640.00 | | | | |
| MW OH | DIAZ, ALEXANDER V010598 | LET'S DANCE - DJ SERVICE | 104071-6299 Other Purchased Services | AP062424 | 200.00 | 110 | | 00131472 | 06/27/2024 |
| | | | | Check Total: | 200.00 | | | | |
| MW OH | DUNN-EDWARDS CORP | PAINT | 103654-6301 | AP062424 | 88.09 | 2058A14157 | | 00131473 | 06/27/2024 |

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| | V000307 | | Special Department Expenses | | | | | | |
| | | | | Check Total: | 88.09 | | | | |
| MW OH | ENTENMANN-ROVIN CO V000342 | PD BADGE | 103040-6299 Other Purchased Services | AP062424 | 159.67 | 0181688-IN | | 00131474 | 06/27/2024 |
| MW OH | ENTENMANN-ROVIN CO V000342 | PD BADGES | 103040-6299 Other Purchased Services | AP062424 | 1,638.72 | 0181791-IN | | 00131474 | 06/27/2024 |
| | | | | Check Total: | 1,798.39 | | | | |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 16.29 | 102-211411 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 123.92 | 102-211428 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 59.18 | 102-211497 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 31.99 | 102-211509 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 133.85 | 102-211564 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 30.28 | 102-211834 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 25.64 | 102-211868 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 18.09 | 102-212238 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 63.25 | 102-212381 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 36.90 | 102-212490 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS | PARTS & SUPPLIES | 103658-6134 | AP062424 | 38.87 | 102-212674 | P13045 | 00131475 | 06/27/2024 |

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| | V010842 | | Vehicle Repair & Maintenance | | | | | | |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 64.60 | 102-212772 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 44.46 | 102-212800 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 15.73 | 102-212853 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 18.72 | 102-213002 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 100.21 | 12-5938812 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 37.50 | 12-5940952 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 27.69 | 12-5963204 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 45.04 | 12-5963655 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 89.81 | 12-5963695 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 4.85 | 12-5979202 | P13045 | 00131475 | 06/27/2024 |
| MW OH | FACTORY MOTOR PARTS V010842 | PARTS & SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 300.91 | 12-5983058 | P13045 | 00131475 | 06/27/2024 |
| Check Total: | | | | | 1,327.78 | | | | |
| MW OH | FAIRWAY FORD V000376 | VEHICLE - PARTS | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 92.13 | 288570 | | 00131476 | 06/27/2024 |
| MW OH | FAIRWAY FORD V000376 | PD VEHICLE REPAIRS | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 259.35 | C20139 | | 00131476 | 06/27/2024 |

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| | | | | Check Total: | 351.48 | | | | |
| MW OH | FIS V008518 | APR CREDIT CARD TRANS FEES | 102020-6025 Third Party Administration | AP062424 | 137.56 | 34739585 | | 00131477 | 06/27/2024 |
| | | | | Check Total: | 137.56 | | | | |
| MW OH | FM THOMAS AIR V010634 | HVAC SVS - CITY HALL/PD | 103654-6290 Dept. Contract Services | AP062424 | 1,197.75 | 46722 | P13157 | 00131478 | 06/27/2024 |
| | | | | Check Total: | 1,197.75 | | | | |
| MW OH | FRANCHISE TAX BOARD V000404 | FTB PE 6/8 PD 6/14 | 0010-2196 Garnishments W/H | AP062424 | 7.73 | PR000404 | | 00131479 | 06/27/2024 |
| | | | | Check Total: | 7.73 | | | | |
| MW OH | GOLDEN STATE WATER V000928 | MAY-JUN ELECTRIC CHARGES | 109595-6335 Water | AP062424 | 6,003.98 | 062024 | | 00131480 | 06/27/2024 |
| MW OH | GOLDEN STATE WATER V000928 | MAY-JUN WATER CHARGES | 296561-6335 Water | AP062424 | 18,020.88 | 062024 | | 00131480 | 06/27/2024 |
| | | | | Check Total: | 24,024.86 | | | | |
| MW OH | H&S ENERGY LLC V010680 | MAY - CAR WASH SVS | 103658-6142 Vehicle Detailing | AP062424 | 572.00 | 061024 | P13187 | 00131481 | 06/27/2024 |
| | | | | Check Total: | 572.00 | | | | |
| MW OH | HR GREEN PACIFIC INC V010735 | MAY - ENG & LANDSCAPE DESIGN | 109202-6770 / 229999-6770 Infrastructure - Major Studies | AP062424 | 4,644.00 | 175520 | P13078 | 00131482 | 06/27/2024 |
| MW OH | HR GREEN PACIFIC INC V010735 | MAY - ENG & LANDSCAPE DESIGN | 799202-6770 / 229999-6770 Infrastructure - Major Studies | AP062424 | 4,644.00 | 175520 | P13078 | 00131482 | 06/27/2024 |
| | | | | Check Total: | 9,288.00 | | | | |
| MW OH | ICMA V000512 | MEMBERSHIP RENEWAL - D. ARRULA | 101511-6255 Dues & Memberships | AP062424 | 1,200.00 | 061924 | | 00131483 | 06/27/2024 |
| | | | | Check Total: | 1,200.00 | | | | |
| MW OH | INTEGRITY LANDSCAPE ANIM | MAY - LANDSCAPE SERVIC | 101206-2046 / 101206-2046 | AP062424 | -11,324.16 | 1583 | | 00131484 | 06/27/2024 |

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| | V012789 | | Retentions Payable | | | | | | |
| MW OH | INTEGRITY LANDSCAPE ANIMAY - LANDSCAPE SERVICE V012789 | | 101206-6730 / 101206-6730 Improvements Othr Thn Bldgs | AP062424 | 226,483.11 | 1583 | P13344 | 00131484 | 06/27/2024 |
| | | | | Check Total: | 215,158.95 | | | | |
| MW OH | JACOB GREEN & ASSOCIATES FACILIATOR 2024 CITY COUNCIL V012276 | | 101001-6001 Management Consulting Services | AP062424 | 11,440.00 | 2628 | P13432 | 00131485 | 06/27/2024 |
| | | | | Check Total: | 11,440.00 | | | | |
| MW OH | JOHN L HUNTER & V009056 | NOV - NPDES CONSULTING SVS | 103593-6099 Professional Services | AP062424 | 6,067.67 | PLA1MS412311 | P13125 | 00131486 | 06/27/2024 |
| MW OH | JOHN L HUNTER & V009056 | DEC- NPDES CONSULTING SVS | 103593-6099 Professional Services | AP062424 | 2,405.00 | PLA1MS412312 | P13125 | 00131486 | 06/27/2024 |
| | | | | Check Total: | 8,472.67 | | | | |
| MW OH | KOSMONT TRANSACTIONS MAY PORTFOLIO MGMT SVS V011935 | | 102020-6099 Professional Services | AP062424 | 2,461.29 | 2307.6-011 | P13139 | 00131487 | 06/27/2024 |
| | | | | Check Total: | 2,461.29 | | | | |
| MW OH | LEHR AUTO V009930 | OUTFIT 2023 DODGE DURANGO | 109800-6842 / 24801-6842 Vehicles | AP062424 | 22,737.21 | SI104043 | P13425 | 00131488 | 06/27/2024 |
| | | | | Check Total: | 22,737.21 | | | | |
| MW OH | LEMUS, SELENA V010756 | PD TRAINING MEALS, MILEAGE | 213041-6250 Staff Training | AP062424 | 68.19 | SLEMUS61524 | | 00131489 | 06/27/2024 |
| | | | | Check Total: | 68.19 | | | | |
| MW OH | LN CURTIS & SONS V011267 | PD UNIFORMS - SERVIN | 103041-6360 Uniforms | AP062424 | 449.54 | INV833609 | P13313 | 00131490 | 06/27/2024 |
| | | | | Check Total: | 449.54 | | | | |
| MW OH | LONG BEACH BMW V011294 | PD MOTORCYCLE REPAIR | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 945.44 | 49885 | | 00131491 | 06/27/2024 |
| | | | | Check Total: | 945.44 | | | | |

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| MW OH | LYNCH EMS V011542 | JUN EMT SERVICE | 101516-6290 Dept. Contract Services | AP062424 | 88,784.06 | 24-14511 | P12935 | 00131492 | 06/27/2024 |
| | | | | | Check Total: | 88,784.06 | | | |
| MW OH | MAKO OVERHEAD DOOR V011736 | PD - SLIDE GATE REPAIR | 103654-6130 Repair & Maint/Facilities | AP062424 | 396.00 | 38400 | | 00131493 | 06/27/2024 |
| | | | | | Check Total: | 396.00 | | | |
| MW OH | MARIPOSA LANDSCAPES INC V000647 | MAY MEDIANS & PKWY MAINT SVS | 103655-6115 Landscaping | AP062424 | 2,795.92 | 107940 | P13264 | 00131494 | 06/27/2024 |
| MW OH | MARIPOSA LANDSCAPES INC V000647 | MAY LIBRARY MAINTENANCE SVS | 103655-6115 / 21008-6115 Landscaping | AP062424 | 1,519.81 | 107940 | P13264 | 00131494 | 06/27/2024 |
| MW OH | MARIPOSA LANDSCAPES INC V000647 | MAY CALTRANS SLOPE ON 57 FWY | 103655-6115 / 243601-6115 Landscaping | AP062424 | 133.55 | 107940 | P13264 | 00131494 | 06/27/2024 |
| MW OH | MARIPOSA LANDSCAPES INC V000647 | MAY MEDIANS & PKWY MAINT SVS | 173555-6115 Landscaping | AP062424 | 9,141.60 | 107940 | P13264 | 00131494 | 06/27/2024 |
| MW OH | MARIPOSA LANDSCAPES INC V000647 | MAY LMD MAINTENANCE SVS | 296561-6115 Landscaping | AP062424 | 5,736.44 | 107940 | P13264 | 00131494 | 06/27/2024 |
| MW OH | MARIPOSA LANDSCAPES INC V000647 | MAY CROWTHER MEDIAN & PKWY | 800000-6115 Landscaping | AP062424 | 133.55 | 107940 | P13264 | 00131494 | 06/27/2024 |
| | | | | | Check Total: | 19,460.87 | | | |
| MW OH | MARLOW INNOVATIONS INC V011989 | AFR ENGINE SOFTWARE SUBSCR | 103041-6136 Software Maintenance | AP062424 | 4,995.00 | 10478 | | 00131495 | 06/27/2024 |
| | | | | | Check Total: | 4,995.00 | | | |
| MW OH | MARTIN, ARMANDO V011735 | MAY DEAD ANIMAL REMOVAL SVS | 103045-6280 Animal Control Services | AP062424 | 600.00 | 0002602 | P13131 | 00131496 | 06/27/2024 |
| | | | | | Check Total: | 600.00 | | | |
| MW OH | MC FADDEN-DALE V000635 | PW FLEET SUPPLIES | 103658-6301 Special Department Expenses | AP062424 | 8.14 | 547642/5 | | 00131497 | 06/27/2024 |
| MW OH | MC FADDEN-DALE | PW FLEET SUPPLIES | 103658-6301 | AP062424 | 49.24 | 547706/5 | | 00131497 | 06/27/2024 |

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| | V000635 | | Special Department Expenses | | | | | | |
| | | | | Check Total: | 57.38 | | | | |
| MW OH | MOTOROLA SOLUTIONS V010749 | 800 MHZ UPGRADE 1-FY 24/25 | 105525-6905 Principal/Bonds/COP's/Leases | AP062424 | 41,867.53 | 32660 | | 00131498 | 06/27/2024 |
| | | | | Check Total: | 41,867.53 | | | | |
| MW OH | NAPA AUTO PARTS V012662 | VEHICLE MAINT SUPPLIES | 103658-6134 Vehicle Repair & Maintenance | AP062424 | 394.38 | 877201 | | 00131499 | 06/27/2024 |
| | | | | Check Total: | 394.38 | | | | |
| MW OH | NICHOLS, JOHN WILLIAM V012866 | WK11 -OLD TOWN LIVE! PERFORMER | 01511-6301 / 243401-6301 Special Department Expenses | AP062424 | 300.00 | 343 | | 00131500 | 06/27/2024 |
| | | | | Check Total: | 300.00 | | | | |
| MW OH | OCHS V011990 | FY24/25 MEMBERSHIP RENEWAL | 0044-2065 Historical Committee | AP062424 | 50.00 | 061924 | | 00131501 | 06/27/2024 |
| | | | | Check Total: | 50.00 | | | | |
| MW OH | ORANGE COUNTY V000699 | OCEA PE 6/8 PD 6/14 | 0010-2176 PCEA/OCEA Assoc Dues | AP062424 | 548.89 | PR2401011 | | 00131502 | 06/27/2024 |
| MW OH | ORANGE COUNTY V000699 | OCEA PE 6/8 PD 6/14 | 0029-2176 PCEA/OCEA Assoc Dues | AP062424 | 8.37 | PR2401011 | | 00131502 | 06/27/2024 |
| MW OH | ORANGE COUNTY V000699 | OCEA PE 6/8 PD 6/14 | 0037-2176 PCEA/OCEA Assoc Dues | AP062424 | 2.12 | PR2401011 | | 00131502 | 06/27/2024 |
| MW OH | ORANGE COUNTY V000699 | OCEA PE 6/8 PD 6/14 | 0048-2176 PCEA/OCEA Assoc Dues | AP062424 | 15.24 | PR2401011 | | 00131502 | 06/27/2024 |
| MW OH | ORANGE COUNTY V000699 | OCEA PE 6/8 PD 6/14 | 0054-2176 PCEA/OCEA Assoc Dues | AP062424 | 0.38 | PR2401011 | | 00131502 | 06/27/2024 |
| | | | | Check Total: | 575.00 | | | | |
| MW OH | PCEA C/O NORTH ORANGE V000679 | OCEA PE 6/8 PD 6/14 | 0010-2176 PCEA/OCEA Assoc Dues | AP062424 | 47.41 | PR241012 | | 00131503 | 06/27/2024 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | OCEA PE 6/8 PD 6/14 | 0029-2176 | AP062424 | 0.72 | PR241012 | | 00131503 | 06/27/2024 |

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| | V000679 | | PCEA/OCEA Assoc Dues | | | | | | |
| MW OH | PCEA C/O NORTH ORANGE V000679 | PCEA PE 6/8 PD 6/14 | 0037-2176 PCEA/OCEA Assoc Dues | AP062424 | 0.19 | PR241012 | | 00131503 | 06/27/2024 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | PCEA PE 6/8 PD 6/14 | 0048-2176 PCEA/OCEA Assoc Dues | AP062424 | 1.33 | PR241012 | | 00131503 | 06/27/2024 |
| MW OH | PCEA C/O NORTH ORANGE V000679 | PCEA PE 6/8 PD 6/14 | 0054-2176 PCEA/OCEA Assoc Dues | AP062424 | 0.03 | PR241012 | | 00131503 | 06/27/2024 |
| Check Total: | | | | | 49.68 | | | | |
| MW OH | PCN3 INC V012642 | MAY CONSTRUCTION SVS | 109800-6850 / 105213-6850 Building & Facilities | AP062424 | 829,017.50 | 11 | P13086 | 00131504 | 06/27/2024 |
| Check Total: | | | | | 829,017.50 | | | | |
| MW OH | QUADIENT FINANCE USA IN V011439 | ADD POSTAGE TO MAILING | 109595-6325 Postage | AP062424 | 3,304.72 | 6/17/2024 | | 00131505 | 06/27/2024 |
| Check Total: | | | | | 3,304.72 | | | | |
| MW OH | RIO HONDO COLLEGE V002275 | PD - USE OF FORCE - REG | 213041-6250 Staff Training | AP062424 | 50.00 | RIOHONDO6202 | | 00131506 | 06/27/2024 |
| Check Total: | | | | | 50.00 | | | | |
| MW OH | RIVERSIDE COUNTY V008065 | PD - USE OF FORCE - REG | 213041-6250 Staff Training | AP062424 | 151.00 | RCSD062024 | | 00131507 | 06/27/2024 |
| Check Total: | | | | | 151.00 | | | | |
| MW OH | ROTH STAFFING COMPANIES V012845 | 5/5 TEMP LABOR -HR DEPARTMENT | 101512-5010 Salaries/Temporary Employees | AP062424 | 787.20 | 16154758 | P13430 | 00131508 | 06/27/2024 |
| MW OH | ROTH STAFFING COMPANIES V012845 | 5/12 TEMP LABOR- HR DEPARTMENT | 101512-5010 Salaries/Temporary Employees | AP062424 | 3,493.20 | 16157339 | P13430 | 00131508 | 06/27/2024 |
| MW OH | ROTH STAFFING COMPANIES V012845 | 5/26 TEMP LABOR -HR DEPARTMENT | 101512-5010 Salaries/Temporary Employees | AP062424 | 4,132.80 | 16162423 | P13430 | 00131508 | 06/27/2024 |
| MW OH | ROTH STAFFING COMPANIES V012845 | 5/2 TEMP LABOR -HR DEPARTMENT | 101512-5010 Salaries/Temporary Employees | AP062424 | 3,099.60 | 16164952 | P13430 | 00131508 | 06/27/2024 |

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| MW OH | SANTA ANA (CENTRAL) CIVIL V012818 | 30-2011-00456217-CL-UD-NJC | 0010-2196 Garnishments W/H | AP062424 | 393.46 | PR2401012 | | 00131509 | 06/27/2024 |
| | | | | Check Total: | 393.46 | | | | |
| MW OH | SC FUELS V012766 | 5/16-31 FUEL | 103658-6345 Gasoline & Diesel Fuel | AP062424 | 13,060.54 | 0891711 | P13320 | 00131510 | 06/27/2024 |
| MW OH | SC FUELS V012766 | 6/1-15 FUEL | 103658-6345 Gasoline & Diesel Fuel | AP062424 | 12,258.18 | 0897455 | P13320 | 00131510 | 06/27/2024 |
| | | | | Check Total: | 25,318.72 | | | | |
| MW OH | SHELLITO, GIANNA V012194 | PD TRAINING MEALS, MILEAGE | 213041-6250 Staff Training | AP062424 | 84.55 | SHELLITO62024 | | 00131511 | 06/27/2024 |
| | | | | Check Total: | 84.55 | | | | |
| MW OH | SO CAL LAND MAINTENANCE V011102 | JUNE 2024 PARK LANDSCAPE | 104076-6139 Repair/Maint - Parks & Fields | AP062424 | 30,000.00 | 11172 | P13428 | 00131512 | 06/27/2024 |
| MW OH | SO CAL LAND MAINTENANCE V011102 | MAY 2024 PARK LANDSCAPE | 104076-6139 Repair/Maint - Parks & Fields | AP062424 | 30,000.00 | 11149 | P13433 | 00131512 | 06/27/2024 |
| MW OH | SO CAL LAND MAINTENANCE V011102 | MAY 2024 EXTRA SERVICES | 104076-6139 Repair/Maint - Parks & Fields | AP062424 | 5,331.94 | 11161 | P13433 | 00131512 | 06/27/2024 |
| | | | | Check Total: | 65,331.94 | | | | |
| MW OH | SOUTHERN CALIFORNIA V000910 | MAY ELECTRICAL CHARGES | 109595-6330 Electricity | AP062424 | 17,528.82 | 061324 | | 00131513 | 06/27/2024 |
| MW OH | SOUTHERN CALIFORNIA V000910 | MAY ELECTRICAL CHARGES | 296561-6330 Electricity | AP062424 | 148.15 | 061324 | | 00131513 | 06/27/2024 |
| MW OH | SOUTHERN CALIFORNIA V000910 | MAY - ELECTRIC CHARGES | 109595-6330 Electricity | AP062424 | 3,565.94 | 0613242 | | 00131513 | 06/27/2024 |
| MW OH | SOUTHERN CALIFORNIA V000910 | MAY-JUN ELECTRIC CHARGES | 109595-6330 Electricity | AP062424 | 6,874.62 | 062024 | | 00131513 | 06/27/2024 |
| MW OH | SOUTHERN CALIFORNIA | MAY-JUN ELECTRIC CHARGES | 109595-6330 / 21009-6330 | AP062424 | 31.54 | 062024 | | 00131513 | 06/27/2024 |

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| | V000910 | | Electricity | | | | | | |
| MW OH | SOUTHERN CALIFORNIA V000910 | MAY-JUN ELECTRIC CHARGES | 109595-6330 / 21011-6330 Electricity | AP062424 | 162.62 | 062024 | | 00131513 | 06/27/2024 |
| | | | | Check Total: | 28,311.69 | | | | |
| MW OH | STERICYCLE V000905 | PD-PSB SHREDDING SVS | 105213-6850 Building & Facilities | AP062424 | 472.15 | 8007303901 | | 00131514 | 06/27/2024 |
| | | | | Check Total: | 472.15 | | | | |
| MW OH | STERICYCLE INC V012074 | APR PAPER SHREDDING SVS | 374386-6299 Other Purchased Services | AP062424 | 1,789.07 | 80007077093 | P13129 | 00131515 | 06/27/2024 |
| MW OH | STERICYCLE INC V012074 | PAPER SHREDDING SVS | 374386-6299 Other Purchased Services | AP062424 | 1,760.98 | 8006466141 | P13129 | 00131515 | 06/27/2024 |
| MW OH | STERICYCLE INC V012074 | MAY PAPER SHREDDING SVS | 374386-6299 Other Purchased Services | AP062424 | 1,690.40 | 8007303900 | P13129 | 00131515 | 06/27/2024 |
| | | | | Check Total: | 5,240.45 | | | | |
| MW OH | SUNG, AUSTIN V010909 | REFUND - CLASS CANCELLED | 104071-4346 Festival Revenue | AP062424 | 305.00 | 2004037-002 | | 00131516 | 06/27/2024 |
| MW OH | SUNG, AUSTIN V010909 | REFUND - CLASS CANCELLED | 104071-4346 Festival Revenue | AP062424 | 305.00 | 2004038-002 | | 00131516 | 06/27/2024 |
| | | | | Check Total: | 610.00 | | | | |
| MW OH | TEAM ONE MANAGEMENT V010070 | CLEANING OF PUBLIC SAFETY | 105213-6850 / 105213-6850 Building & Facilities | AP062424 | 2,620.00 | 96-X | P13429 | 00131517 | 06/27/2024 |
| | | | | Check Total: | 2,620.00 | | | | |
| MW OH | THE BEE MAN V000117 | BEE REMOVAL - 638 BAKER | 103654-6301 Special Department Expenses | AP062424 | 245.00 | 127716 | | 00131518 | 06/27/2024 |
| MW OH | THE BEE MAN V000117 | BEE REMOVAL -CS COMPLEX | 104076-6139 Repair/Maint - Parks & Fields | AP062424 | 294.00 | 129679 | | 00131518 | 06/27/2024 |
| | | | | Check Total: | 539.00 | | | | |
| MW OH | THINKSUPPLIES.COM | PAPER | 109595-6315 | AP062424 | 217.46 | 70573 | | 00131519 | 06/27/2024 |

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| | V007047 | | Office Supplies | | | | | | |
| | | | | Check Total: | 217.46 | | | | |
| MW OH | TRAFFIC MANAGEMENT V008463 | ROADMAX PAINT | 103652-6301 Special Department Expenses | AP062424 | 571.08 | 06-108001 | | 00131520 | 06/27/2024 |
| | | | | Check Total: | 571.08 | | | | |
| MW OH | TRILLIUM CNG (1720) V007952 | MAY - CNG FUEL | 103658-6345 Gasoline & Diesel Fuel | AP062424 | 70.32 | 24756418 | | 00131521 | 06/27/2024 |
| | | | | Check Total: | 70.32 | | | | |
| MW OH | TURNOUT MAINTENANCE V011543 | TURNOUTS | 103066-6361 Personal Protection Equipment | AP062424 | 149.00 | 28465 | | 00131522 | 06/27/2024 |
| | | | | Check Total: | 149.00 | | | | |
| MW OH | UNA ESTRELLA EN EL V012865 | REFUND - OVERPMT BUSINESS LIC | 100000-4101 Business License Fees | AP062424 | 72.00 | 060624 | | 00131523 | 06/27/2024 |
| | | | | Check Total: | 72.00 | | | | |
| MW OH | UNDERGROUND SERVICE V010637 | MAY CA STATE FEE REG COST | 484356-6301 Special Department Expenses | AP062424 | 80.14 | 23-2425903 | | 00131524 | 06/27/2024 |
| MW OH | UNDERGROUND SERVICE V010637 | MAY DIG ALERT SVS | 484356-6301 Special Department Expenses | AP062424 | 136.00 | 520240534 | | 00131524 | 06/27/2024 |
| | | | | Check Total: | 216.14 | | | | |
| MW OH | UNITED RENTALS NORTH V001082 | STUMP GRINDER RENTAL | 103652-6170 Equipment & Tool Rental | AP062424 | 208.54 | 234642937-001 | | 00131525 | 06/27/2024 |
| MW OH | UNITED RENTALS NORTH V001082 | PARTS | 103652-6170 Equipment & Tool Rental | AP062424 | 22.47 | 234659440-001 | | 00131525 | 06/27/2024 |
| MW OH | UNITED RENTALS NORTH V001082 | CONCRETE MIXER RENTAL | 103652-6170 Equipment & Tool Rental | AP062424 | 288.94 | 234666139-001 | | 00131525 | 06/27/2024 |
| | | | | Check Total: | 519.95 | | | | |
| MW OH | US BANK PARS #6746022400 | PARS PT EE/ER PE6/8 PD6/14 | 0010-2126 | AP062424 | 1,759.56 | PR2401012 | | 00131526 | 06/27/2024 |

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| | V008781 | | Employee PARS/ARS W/H | | | | | | |
| MW OH | US BANK PARS #6746022400 V008781 | PARS PT EE/ER PE6/8 PD6/ | 0010-2131 Employer PARS/ARS Payable | AP062424 | 1,759.56 | PR2401012 | | 00131526 | 06/27/2024 |
| | | | | Check Total: | 3,519.12 | | | | |
| MW OH | WORXTIME LLC V010256 | ACA MANDATE REPORTING FEES | 101512-6001 Management Consulting Services | AP062424 | 4,466.99 | 2057321444 | | 00131527 | 06/27/2024 |
| | | | | Check Total: | 4,466.99 | | | | |
| MW OH | YORBA LINDA WATER V001148 | MAY WATER CHARGES | 109595-6335 Water | AP062424 | 254.27 | 062024 | | 00131528 | 06/27/2024 |
| | | | | Check Total: | 254.27 | | | | |
| MW OH | AIRGAP LABS LLC V012533 | 6/24-25 FORTINET FIREWALL | 101523-6136 Software Maintenance | AP070124 | 1,399.45 | 212889 | | 00131529 | 07/03/2024 |
| | | | | Check Total: | 1,399.45 | | | | |
| MW OH | ALLIANCE BUSINESS V011660 | JUN FD FIBER INTERNET | 109595-6215 Telephone/Internet | AP070124 | 1,427.35 | 3359078 | | 00131530 | 07/03/2024 |
| | | | | Check Total: | 1,427.35 | | | | |
| MW OH | AMAZON CAPITAL SERVICES V012336 | OFFICE SUPPLIES | 103550-6315 Office Supplies | AP070124 | 30.62 | 1P4T-KX1N- | | 00131531 | 07/03/2024 |
| | | | | Check Total: | 30.62 | | | | |
| MW OH | ARAMARK REFRESHMENT V000081 | 143 S BRADFORD-COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 57.77 | 104829989 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 401 E CHAPMAN -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 19.02 | 105505144 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 401 E CHAPMAN -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 282.56 | 105836125 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 110 S BRADFORD -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 122.65 | 105837012 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT | 120 S BRADFORD -COFFEE/WATER | 109595-6301 | AP070124 | 113.33 | 105837013 | | 00131532 | 07/03/2024 |

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| | V000081 | | Special Department Expenses | | | | | | |
| MW OH | ARAMARK REFRESHMENT V000081 | 1530 VALENCIA -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 340.71 | 105837014 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 401 E CHAPMAN-COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 837.98 | 105837015 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 401 E CHAPMAN -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 182.29 | 105837016 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 2999 E LA JOLLA-COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 888.74 | 105837212 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 401 E CHAPMAN-COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 194.88 | 105838226 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 143 S BRADFORD -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 78.75 | 8311038 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 401 E CHAPMAN -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 383.25 | 9305661 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 900 S MELROSE -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 78.75 | 9311019 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 143 S BRADFORD -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 78.75 | 9311028 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 1530 VALENCIA -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 78.75 | 9311045 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 2999 E LA JOLLA-COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 78.75 | 9311055 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 120 S BRADFORD -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 73.50 | 9311205 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 1701 ATWOOD AVE - COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 42.00 | 9311244 | | 00131532 | 07/03/2024 |
| MW OH | ARAMARK REFRESHMENT V000081 | 201 S BRADFORD -COFFEE/WATER | 109595-6301 Special Department Expenses | AP070124 | 42.00 | 9311245 | | 00131532 | 07/03/2024 |

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| | | | | Check Total: | 3,974.43 | | | | |
| MW OH | AT & T V008736 | 5/27-6/26 POWELL BLDG DSL INT | 109595-6215 Telephone/Internet | AP070124 | 95.59 | 24- JUNE | | 00131533 | 07/03/2024 |
| MW OH | AT & T V008736 | 6/9-7/8 FD2 INTERNET | 109595-6215 Telephone/Internet | AP070124 | 95.59 | FD STA 2 JUN | | 00131533 | 07/03/2024 |
| MW OH | AT & T V008736 | 6/1-30 GOMEZ INTERNET SVS | 109595-6215 Telephone/Internet | AP070124 | 63.49 | GOMEZ JUNE | | 00131533 | 07/03/2024 |
| MW OH | AT & T V008736 | 6/2-7/1 CH FIBER LINE | 109595-6215 Telephone/Internet | AP070124 | 348.99 | JUNE 24 | | 00131533 | 07/03/2024 |
| MW OH | AT & T V008736 | 6/13-7/12 KOCH PARK INTERNET | 109595-6215 Telephone/Internet | AP070124 | 63.49 | KP JUNE 24 | | 00131533 | 07/03/2024 |
| | | | | Check Total: | 667.15 | | | | |
| MW OH | AT&T MOBILITY V011025 | 5/11-6/10 PW PHONE SERVICES | 109595-6215 Telephone/Internet | AP070124 | 1,504.00 | 23313451 | | 00131534 | 07/03/2024 |
| MW OH | AT&T MOBILITY V011025 | 5/11-6/10 PW OUTST PHONE SVS | 109595-6215 Telephone/Internet | AP070124 | 40.24 | 23313451 | | 00131534 | 07/03/2024 |
| MW OH | AT&T MOBILITY V011025 | 5/11-6/10 CS PHONE SVS | 109595-6215 Telephone/Internet | AP070124 | 400.72 | 23313451 | | 00131534 | 07/03/2024 |
| MW OH | AT&T MOBILITY V011025 | 5/11-6/10 ADMIN PHONE SVS | 109595-6215 Telephone/Internet | AP070124 | 120.72 | 23313451 | | 00131534 | 07/03/2024 |
| MW OH | AT&T MOBILITY V011025 | 5/14-6/13 PD FIRSTNET SVS | 109595-6215 Telephone/Internet | AP070124 | 4,544.29 | 23320478 | | 00131534 | 07/03/2024 |
| MW OH | AT&T MOBILITY V011025 | 5/14-6/13 FD FIRSTNET SVS | 109595-6215 Telephone/Internet | AP070124 | 420.24 | 23320478 | | 00131534 | 07/03/2024 |
| MW OH | AT&T MOBILITY V011025 | 5/8-6/7 CS CELL PHONE CHARGES | 109595-6215 Telephone/Internet | AP070124 | 571.08 | X06/15/2024 | | 00131534 | 07/03/2024 |
| | | | | Check Total: | 7,601.29 | | | | |
| MW OH | B & M LAWN & GARDEN | LANDSCAPE EQUIPMENT/SUPPLIES | 103655-6301 | AP070124 | 279.28 | 640099 | | 00131535 | 07/03/2024 |

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| | V000127 | | Special Department Expenses | | | | | | |
| | | | | Check Total: | 279.28 | | | | |
| MW OH | CALMAT CO. V010007 | PAVING MATERIALS | 103652-6132 Repair & Maintenance/Streets | AP070124 | 767.32 | 74039565 | P13098 | 00131536 | 07/03/2024 |
| MW OH | CALMAT CO. V010007 | PAVING MATERIALS | 103652-6132 Repair & Maintenance/Streets | AP070124 | 584.49 | 74042086 | P13098 | 00131536 | 07/03/2024 |
| | | | | Check Total: | 1,351.81 | | | | |
| MW OH | CANON FINANCIAL SERVICES V008979 | 5/1-6/30 CONTRACT SVS | 109595-6175 Office Equipment Rental | AP070124 | 123.97 | 33057942 | | 00131537 | 07/03/2024 |
| | | | | Check Total: | 123.97 | | | | |
| MW OH | CASTRO, ADAM V012250 | TOOLS REIMBURSEMENT | 103658-6350 Small Tools/Equipment | AP070124 | 500.00 | 062424 | | 00131538 | 07/03/2024 |
| | | | | Check Total: | 500.00 | | | | |
| MW OH | CCP INDUSTRIES INC V010526 | PW MAINTENANCE SUPPLIES | 103654-6301 Special Department Expenses | AP070124 | 160.48 | IN05042372 | | 00131539 | 07/03/2024 |
| | | | | Check Total: | 160.48 | | | | |
| MW OH | CHARTER COMMUNICATIONS V004450 | 5/22-6/21 PUBL SAFETY/EOC INT | 109595-6215 Telephone/Internet | AP070124 | 767.39 | 0034466052624 | | 00131540 | 07/03/2024 |
| MW OH | CHARTER COMMUNICATIONS V004450 | 5/25-6/24 CH FIBER INTERNET | 109595-6215 Telephone/Internet | AP070124 | 1,171.53 | 0347700052524 | | 00131540 | 07/03/2024 |
| MW OH | CHARTER COMMUNICATIONS V004450 | 5/25-6/24 WHITTEN CTR INTERNET | 109595-6215 Telephone/Internet | AP070124 | 607.06 | 0347726052524 | | 00131540 | 07/03/2024 |
| MW OH | CHARTER COMMUNICATIONS V004450 | 5/25-6/26 PW YARD INTERNET | 109595-6215 Telephone/Internet | AP070124 | 607.06 | 0347858052624 | | 00131540 | 07/03/2024 |
| MW OH | CHARTER COMMUNICATIONS V004450 | 6/14-7/13 PD FIBER INTERNET | 109595-6215 Telephone/Internet | AP070124 | 619.00 | 0528002061424 | | 00131540 | 07/03/2024 |
| MW OH | CHARTER COMMUNICATIONS V004450 | 6/16-7/15 NAV CENTER INTERNET | 109595-6215 Telephone/Internet | AP070124 | 289.97 | 0570178061624 | | 00131540 | 07/03/2024 |

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| MW OH | CHARTER COMMUNICATIONS V004450 | NS14-7/13 WHITTEN/NS INTERNET | 109595-6215 Telephone/Internet | AP070124 | 134.99 | 0619546061424 | | 00131540 | 07/03/2024 |
| MW OH | CHARTER COMMUNICATIONS V004450 | NS1-30 GOMEZ CTR INTERNET | 109595-6215 Telephone/Internet | AP070124 | 149.99 | 12228860106012 | | 00131540 | 07/03/2024 |
| Check Total: | | | | | 4,346.99 | | | | |
| MW OH | CITY OF BREA V000125 | RESTAURANT PROMO FLYERS | 101511-6301 Special Department Expenses | AP070124 | 50.50 | ASR0000341 | | 00131541 | 07/03/2024 |
| MW OH | CITY OF BREA V000125 | PRE-PRINTED FORMS | 102531-6315 Office Supplies | AP070124 | 167.57 | ASR0000343 | | 00131541 | 07/03/2024 |
| Check Total: | | | | | 218.07 | | | | |
| MW OH | CITY OF PLACENTIA V000773 | PETTY CASH REIMBURSEMENT | 101512-6301 Special Department Expenses | AP070124 | 45.00 | 070124 | | 00131542 | 07/03/2024 |
| Check Total: | | | | | 45.00 | | | | |
| MW OH | CLIFTONLARSONALLEN LLP V012348 | FINANCIAL AUDIT SVS | 102020-6010 Accounting & Auditing Service | AP070124 | 4,918.00 | L241314061 | P13138 | 00131543 | 07/03/2024 |
| Check Total: | | | | | 4,918.00 | | | | |
| MW OH | COMMERCIAL AQUATIC V005203 | MAY FOUNTAIN MAINT. | 103654-6290 Dept. Contract Services | AP070124 | 408.80 | 963831 | P13046 | 00131544 | 07/03/2024 |
| MW OH | COMMERCIAL AQUATIC V005203 | MAY FOUNTAIN MAINT - LIBRARY | 103654-6290 / 21008-6290 Dept. Contract Services | AP070124 | 291.20 | 963831 | P13046 | 00131544 | 07/03/2024 |
| Check Total: | | | | | 700.00 | | | | |
| MW OH | COUNTY OF ORANGE V008881 | KNOB FREQ RADIO PROGRAMMING | 103066-6137 Repair Maint/Equipment | AP070124 | 75.23 | STTM002221 | | 00131545 | 07/03/2024 |
| Check Total: | | | | | 75.23 | | | | |
| MW OH | DAVIS, ANTHONY V011637 | FD TRAINING EXPESES - REIMB | 103066-6245 Meetings & Conferences | AP070124 | 318.89 | 6.19.24 | | 00131546 | 07/03/2024 |
| Check Total: | | | | | 318.89 | | | | |
| MW OH | DELL MARKETING L.P. | PD COUNTER PC REPLACEMENT | 799800-6364 / 241502-6364 | AP070124 | 1,402.84 | 10752899236 | | 00131547 | 07/03/2024 |

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|---------------------|----------------------------------|--------------------------------|--|----------|------------------|-------------|--------|----------|------------|
| | V000301 | | Computer Hardware | | | | | | |
| MW OH | DELL MARKETING L.P. V000301 | PD COUNTER PC REPLACEMENT | 799800-6364 / 241502-6364 Computer Hardware | AP070124 | 1,402.84 | 10752899244 | | 00131547 | 07/03/2024 |
| Check Total: | | | | | 2,805.68 | | | | |
| MW OH | DEPARTMENT OF JUSTICE V000213 | MAY LIVESCAN PROCESSING | 0044-2053 DOJ Livescan | AP070124 | 32.00 | 739868 | | 00131548 | 07/03/2024 |
| MW OH | DEPARTMENT OF JUSTICE V000213 | MAY LIVESCAN PROCESSING | 0044-2054 FBI Livescan | AP070124 | 17.00 | 739868 | | 00131548 | 07/03/2024 |
| MW OH | DEPARTMENT OF JUSTICE V000213 | MAY LIVESCAN PROCESSING | 101512-6099 Professional Services | AP070124 | 959.00 | 739868 | | 00131548 | 07/03/2024 |
| Check Total: | | | | | 1,008.00 | | | | |
| MW OH | DHI CONSTRUCTION INC V008088 | HUD PROJECT - LAM NGUYEN | 302535-6401 Community Programs | AP070124 | 2,700.00 | 04092024-2 | P13343 | 00131549 | 07/03/2024 |
| MW OH | DHI CONSTRUCTION INC V008088 | HUD PROJECT - DANIEL RODRIGUEZ | 302535-6401 Community Programs | AP070124 | 2,400.00 | 04092024 | P13375 | 00131549 | 07/03/2024 |
| Check Total: | | | | | 5,100.00 | | | | |
| MW OH | DIAMOND ENVIRONMENTAL V004152 | KOCH PORTABLE REST RENT | 104076-6130 Repair & Maint/Facilities | AP070124 | 476.05 | 0005353587 | | 00131550 | 07/03/2024 |
| MW OH | DIAMOND ENVIRONMENTAL V004152 | KOCH PORTABLE REST RENT | 104076-6130 Repair & Maint/Facilities | AP070124 | 75.00 | 005360685 | | 00131550 | 07/03/2024 |
| Check Total: | | | | | 551.05 | | | | |
| MW OH | EPOWER NETWORK INC V011953 | FD2 - GENERATOR REPAIRS | 103654-6130 Repair & Maint/Facilities | AP070124 | 3,494.76 | 32342 | P13338 | 00131551 | 07/03/2024 |
| Check Total: | | | | | 3,494.76 | | | | |
| MW OH | FIFTH ASSET INC V012281 | 7/23-26 DEBTBOOK SUBSCRIPTION | 102020-6366 Web Based Service/Subscriptions | AP070124 | 12,000.00 | DB2002561 | | 00131552 | 07/03/2024 |
| Check Total: | | | | | 12,000.00 | | | | |
| MW OH | GALLS LLC | FD UNIFORMS | 103065-6360 | AP070124 | 7.10 | 028071310 | | 00131553 | 07/03/2024 |

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| Type | Vendor Name/ID | Description | Account/Description | Batch ID | Amount | Invoice# | PO # | Check # | Check Date |
|-------|--------------------------------------|-----------------------------|--|---------------------|-----------------|--------------|--------|----------|------------|
| | V000438 | | Uniforms | | | | | | |
| MW OH | GALLS LLC V000438 | FD UNIFORMS | 103066-6360 Uniforms | AP070124 | 3.65 | 028119748 | | 00131553 | 07/03/2024 |
| MW OH | GALLS LLC V000438 | FD UNIFORMS | 103066-6360 Uniforms | AP070124 | 202.20 | 028131081 | | 00131553 | 07/03/2024 |
| MW OH | GALLS LLC V000438 | FD UNIFORMS | 103066-6360 Uniforms | AP070124 | 192.85 | 028131151 | | 00131553 | 07/03/2024 |
| MW OH | GALLS LLC V000438 | DISPATCH UNIFORMS | 101515-6360 Uniforms | AP070124 | 473.82 | 028141080 | | 00131553 | 07/03/2024 |
| | | | | Check Total: | 879.62 | | | | |
| MW OH | GILLIS, JOSEPH V008160 | PD TRAINING MEALS, MILEAGE | 213041-6250 Staff Training | AP070124 | 148.00 | GILLIS7124 | | 00131554 | 07/03/2024 |
| | | | | Check Total: | 148.00 | | | | |
| MW OH | HDL SOFTWARE LLC V011020 | ENABLE WEB APP FOR BL | 102020-6366 Web Based Service/Subscriptions | AP070124 | 5,000.00 | 061224 | P13453 | 00131555 | 07/03/2024 |
| | | | | Check Total: | 5,000.00 | | | | |
| MW OH | HINDERLITER DE LLAMAS & V000465 | APR-JUN SALES TAX AUDIT SVS | 102020-6099 Professional Services | AP070124 | 3,892.38 | SIN39152 | P13141 | 00131556 | 07/03/2024 |
| | | | | Check Total: | 3,892.38 | | | | |
| MW OH | HR GREEN PACIFIC INC V010735 | MAY PLAN CHECK SVS | 103551-6290 Dept. Contract Services | AP070124 | 3,803.20 | 175837 | P13122 | 00131557 | 07/03/2024 |
| | | | | Check Total: | 3,803.20 | | | | |
| MW OH | INSIGHT PUBLIC SECTOR INC V012729 | SERVER UPGRADE | 799800-6780 / 24602-6780 Infrastructure- Network/Server | AP070124 | 774.76 | 1101165405 | P13368 | 00131558 | 07/03/2024 |
| | | | | Check Total: | 774.76 | | | | |
| MW OH | IRVINE, JEFFREY V009851 | PD TRAINING MEALS, MILEAGE | 213041-6250 Staff Training | AP070124 | 148.00 | IRVINE070124 | | 00131559 | 07/03/2024 |

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| | | | | Check Total: | 148.00 | | | | |
| MW OH | JV PLUMBING V011345 | MC FADDEN PARK - PLUMBING REP | 104076-6139 Repair/Maint - Parks & Fields | AP070124 | 220.06 | 4068 | | 00131560 | 07/03/2024 |
| MW OH | JV PLUMBING V011345 | MAIN LINE CLEAN -MCFADDEN PARK | 104076-6139 Repair/Maint - Parks & Fields | AP070124 | 220.00 | 4608 | | 00131560 | 07/03/2024 |
| MW OH | JV PLUMBING V011345 | PLUMBING REP - LOS NINOS PARK | 104076-6139 Repair/Maint - Parks & Fields | AP070124 | 184.25 | 4632 | | 00131560 | 07/03/2024 |
| | | | | Check Total: | 624.31 | | | | |
| MW OH | KRONOS SAASHR INC. V012554 | MAY KRONOS SUBSCRIPTION | 101512-6099 Professional Services | AP070124 | 413.19 | 12256165 | P13211 | 00131561 | 07/03/2024 |
| MW OH | KRONOS SAASHR INC. V012554 | MAY KRONOS SUBSCRIPTION | 101512-6099 Professional Services | AP070124 | 5,506.75 | 12258473 | P13211 | 00131561 | 07/03/2024 |
| | | | | Check Total: | 5,919.94 | | | | |
| MW OH | LN CURTIS & SONS V011267 | PD UNIFORMS - KIM | 103041-6360 Uniforms | AP070124 | 366.24 | INV833717 | P13313 | 00131562 | 07/03/2024 |
| MW OH | LN CURTIS & SONS V011267 | PD UNIFORMS - GILLIS | 103042-6360 Uniforms | AP070124 | 36.97 | INV834372 | P13313 | 00131562 | 07/03/2024 |
| MW OH | LN CURTIS & SONS V011267 | PD UNIFORMS - OLDHAM | 103041-6360 Uniforms | AP070124 | 54.15 | INV835586 | P13313 | 00131562 | 07/03/2024 |
| | | | | Check Total: | 457.36 | | | | |
| MW OH | LOMELI, CATHY V011463 | FD TRAINING EXP. REIMBURSEMENT | 103066-6245 Meetings & Conferences | AP070124 | 246.34 | 06/19/24 | | 00131563 | 07/03/2024 |
| | | | | Check Total: | 246.34 | | | | |
| MW OH | MC FADDEN-DALE V000635 | PERSONAL PROTECTION EQUIPMENT | 103658-6301 Special Department Expenses | AP070124 | 113.78 | 5478717/5 | | 00131564 | 07/03/2024 |
| MW OH | MC FADDEN-DALE V000635 | PW FLEET SUPPLIES | 103658-6301 Special Department Expenses | AP070124 | 77.68 | 549065/5 | | 00131564 | 07/03/2024 |
| | | | | Check Total: | 191.46 | | | | |

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| MW OH | MINUTEMAN PRESS- V007449 | JOB POSTER | 109202-6770 / 109202-6770 Infrastructure - Major Studies | AP070124 | 164.00 | 39961 | | 00131565 | 07/03/2024 |
| | | | | | Check Total: | 164.00 | | | |
| MW OH | MUNICIPAL EMERGENCY V011423 | PERSONAL PROTECTION EQUIPMENT | 03066-6137 Repair Maint/Equipment | AP070124 | 954.99 | IN2058593 | | 00131566 | 07/03/2024 |
| MW OH | MUNICIPAL EMERGENCY V011423 | PERSONAL PROTECTION EQUIPMENT | 03066-6099 Professional Services | AP070124 | 2,040.17 | IN2060234 | | 00131566 | 07/03/2024 |
| MW OH | MUNICIPAL EMERGENCY V011423 | PERSONAL PROTECTION EQUIPMENT | 03066-6137 Repair Maint/Equipment | AP070124 | 912.24 | IN2066636 | | 00131566 | 07/03/2024 |
| MW OH | MUNICIPAL EMERGENCY V011423 | PERSONAL PROTECTION EQUIPMENT | 03066-6137 Repair Maint/Equipment | AP070124 | 335.00 | IN2070978 | | 00131566 | 07/03/2024 |
| | | | | | Check Total: | 4,242.40 | | | |
| MW OH | NEWPORT URGENT CARE INMAY - V012761 | SUMMER PHYSICAL EXAM | 101512-6099 Professional Services | AP070124 | 1,500.00 | 4044065 | | 00131567 | 07/03/2024 |
| | | | | | Check Total: | 1,500.00 | | | |
| MW OH | ORANGE COUNTY V000698 | Q2 OCHCA FOG/BMP INSPECTION | 103593-6099 Professional Services | AP070124 | 50.83 | 63415 | | 00131568 | 07/03/2024 |
| MW OH | ORANGE COUNTY V000698 | Q3 OCHCA FOG/BMP INSPECTION | 103593-6099 Professional Services | AP070124 | 477.83 | 63425 | | 00131568 | 07/03/2024 |
| | | | | | Check Total: | 528.66 | | | |
| MW OH | PBK-WLC ARCHITECTS V012022 | MAY PSC - ARCHITECT. & ENG SVS | 105213-6850 / 105213-6850 Building & Facilities | AP070124 | 15,750.00 | 00000000029 | P13047 | 00131569 | 07/03/2024 |
| | | | | | Check Total: | 15,750.00 | | | |
| MW OH | PEST OPTIONS INC V010037 | RODENT CONTROL - CHAMPIONS SP | 04076-6130 Repair & Maint/Facilities | AP070124 | 230.00 | 447487 | | 00131570 | 07/03/2024 |
| | | | | | Check Total: | 230.00 | | | |
| MW OH | POWER PLUS V006730 | BUTLER BLDG - TEMP POWER | 105213-6850 / 105213-6850 Building & Facilities | AP070124 | 4,890.83 | G133833-4 | P13304 | 00131571 | 07/03/2024 |

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| | | | | Check Total: | 4,890.83 | | | | |
| MW OH | POWERSTRIDE BATTERY CO | BATTERY REPAIR | 103658-6134 | AP070124 | 115.32 | C69376 | | 00131572 | 07/03/2024 |
| | V000785 | | Vehicle Repair & Maintenance | | | | | | |
| MW OH | POWERSTRIDE BATTERY CO | BATTERY REPAIR | 103658-6134 | AP070124 | 66.60 | C69386 | | 00131572 | 07/03/2024 |
| | V000785 | | Vehicle Repair & Maintenance | | | | | | |
| | | | | Check Total: | 181.92 | | | | |
| MW OH | RAMOS, ANGELICA | DOOR DASH CHARGE - REIMB | 101515-6052 | AP070124 | 9.99 | 06/25/24 | | 00131573 | 07/03/2024 |
| | V012587 | | Common Area Supplies | | | | | | |
| | | | | Check Total: | 9.99 | | | | |
| MW OH | RHA LANDSCAPE | MAY LA PLACITA PARKETTE | 507911-6760 / 507911-6760 | AP070124 | 600.00 | 01312289 | P13100 | 00131574 | 07/03/2024 |
| | V011993 | | Infrastructure - Parks | | | | | | |
| | | | | Check Total: | 600.00 | | | | |
| MW OH | RJ NOBLE COMPANY | MAY CONSTRUCTION SVS | 799800-2046 / 791301-2046 | AP070124 | -55,668.61 | 245211 | | 00131575 | 07/03/2024 |
| | V006779 | | Retentions Payable | | | | | | |
| MW OH | RJ NOBLE COMPANY | MAY CONSTRUCTION SVS | 339800-2046 / 331301-2046 | AP070124 | -2,078.70 | 245211 | | 00131575 | 07/03/2024 |
| | V006779 | | Retentions Payable | | | | | | |
| MW OH | RJ NOBLE COMPANY | MAY CONSTRUCTION SVS | 709800-2046 / 791301-2046 | AP070124 | -3,125.00 | 245211 | | 00131575 | 07/03/2024 |
| | V006779 | | Retentions Payable | | | | | | |
| MW OH | RJ NOBLE COMPANY | MAY CONSTRUCTION SVS | 339800-6740 / 331301-6740 | AP070124 | 41,573.90 | 245211 | P13305 | 00131575 | 07/03/2024 |
| | V006779 | | Infrastructure - Streets | | | | | | |
| MW OH | RJ NOBLE COMPANY | MAY CONSTRUCTION SVS | 799800-6740 / 791301-6740 | AP070124 | 1,113,372.33 | 245211 | P13305 | 00131575 | 07/03/2024 |
| | V006779 | | Infrastructure - Streets | | | | | | |
| MW OH | RJ NOBLE COMPANY | MAY CONSTRUCTION SVS | 709800-6740 / 791301-6740 | AP070124 | 62,500.00 | 245211 | P13305 | 00131575 | 07/03/2024 |
| | V006779 | | Infrastructure - Streets | | | | | | |
| | | | | Check Total: | 1,156,573.92 | | | | |
| MW OH | SANTIAGO ROOFING | ROOFING BOND REFUND B30-24-200 | 0044-2033 | AP070124 | 100.00 | B24-1561 | | 00131576 | 07/03/2024 |
| | V001614 | | Construction & Demo Deposit | | | | | | |
| | | | | Check Total: | 100.00 | | | | |

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| MW OH | SECO ELECTRIC & LIGHTING V010182 | ELECTRIC REPAIRS - TUFFREE PK | 104076-6141 Repair/Maint - Park Lights | AP070124 | 261.04 | 8663 | | 00131577 | 07/03/2024 |
| | | | | | Check Total: | 261.04 | | | |
| MW OH | SELBERT PERKINS DESIGN V012172 | APR WAYFINDING DESIGN SVS | 709201-6770 / 709201-6770 Infrastructure - Major Studies | AP070124 | 475.07 | 20240543 | P13083 | 00131578 | 07/03/2024 |
| MW OH | SELBERT PERKINS DESIGN V012172 | APR WAYFINDING DESIGN SVS | 729201-6770 / 729201-6770 Infrastructure - Major Studies | AP070124 | 475.07 | 20240543 | P13083 | 00131578 | 07/03/2024 |
| MW OH | SELBERT PERKINS DESIGN V012172 | MAY WAYFINDING DESIGN SVS | 709201-6770 / 709201-6770 Infrastructure - Major Studies | AP070124 | 320.00 | 20240675 | P13083 | 00131578 | 07/03/2024 |
| MW OH | SELBERT PERKINS DESIGN V012172 | MAY WAYFINDING DESIGN SVS | 729201-6770 / 729201-6770 Infrastructure - Major Studies | AP070124 | 320.00 | 20240675 | P13083 | 00131578 | 07/03/2024 |
| | | | | | Check Total: | 1,590.14 | | | |
| MW OH | SMARTCOVER SYSTEMS V010957 | SEWER MAINT SERVICE | 484356-6120 R & M/Sewer & Storm Drain | AP070124 | 772.57 | 32400 | | 00131579 | 07/03/2024 |
| | | | | | Check Total: | 772.57 | | | |
| MW OH | SOCAL SHRED LLC V012867 | PD/PSC PAPER SHREDDING | 109800-6850 Building & Facilities | AP070124 | 277.50 | 6351252 | | 00131580 | 07/03/2024 |
| | | | | | Check Total: | 277.50 | | | |
| MW OH | SWANK MOTION PICTURES V004927 | 6/28 MOVIE LICENSING FEE | 104071-6299 / 79397-6299 Other Purchased Services | AP070124 | 705.00 | 2264415 | | 00131582 | 07/03/2024 |
| | | | | | Check Total: | 705.00 | | | |
| MW OH | TECHNICOLOR PRINTING V010386 | AQUATICS T-SHIRTS | 104071-6360 Uniforms | AP070124 | 407.33 | 8910 | | 00131583 | 07/03/2024 |
| | | | | | Check Total: | 407.33 | | | |
| MW OH | THE SAUCE CREATIVE V007476 | PARQUE LOS NINOS -FLYER DESIGN | 104071-6230 Printing & Binding | AP070124 | 475.00 | 6943 | | 00131584 | 07/03/2024 |
| | | | | | Check Total: | 475.00 | | | |
| MW OH | THE SHERWIN WILLIAMS | PAINT | 103654-6130 | AP070124 | 305.72 | 9108-9 | | 00131585 | 07/03/2024 |

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| | V009928 | | Repair & Maint/Facilities | | | | | | |
| | | | | Check Total: | 305.72 | | | | |
| MW OH | THINKSUPPLIES.COM V007047 | PAPER | 109595-6315 Office Supplies | AP070124 | 54.36 | 70583 | | 00131586 | 07/03/2024 |
| MW OH | THINKSUPPLIES.COM V007047 | PAPER | 109595-6315 Office Supplies | AP070124 | 326.18 | 70587 | | 00131586 | 07/03/2024 |
| MW OH | THINKSUPPLIES.COM V007047 | PAPER | 109595-6315 Office Supplies | AP070124 | 304.40 | 70588 | | 00131586 | 07/03/2024 |
| | | | | Check Total: | 684.94 | | | | |
| MW OH | TOTUM CORP V010229 | MAY INSPECTION SVS - SIFI | 103551-6099 Professional Services | AP070124 | 17,925.60 | 206546 | P13087 | 00131587 | 07/03/2024 |
| | | | | Check Total: | 17,925.60 | | | | |
| MW OH | TURNOUT MAINTENANCE V011543 | BRUSH COATS & TURNOUTS | 103066-6361 Personal Protection Equipment | AP070124 | 1,163.63 | 28504 | | 00131588 | 07/03/2024 |
| | | | | Check Total: | 1,163.63 | | | | |
| MW OH | V & V MANUFACTURING INC V010393 | FIRE & LIFE SAFETY HAT BADGES | 103066-6360 Uniforms | AP070124 | 266.15 | 59323 | | 00131589 | 07/03/2024 |
| | | | | Check Total: | 266.15 | | | | |
| | | | | Type Total: | 2,750,946.28 | | | | |
| | | | | Check Total: | 2,750,946.28 | | | | |

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FY 2023-24

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Grand Total: 1,681,690.00

Check Totals by ID

| | |
|----|--------------|
| AP | 1,681,690.00 |
| EP | 0.00 |
| IP | 0.00 |
| OP | 0.00 |

Void Total: 0.00

Check Total: 1,681,690.00

| Fund Name | Check Totals by Fund |
|------------------------------------|----------------------|
| 101-General Fund (0010) | 1,239,311.86 |
| 117-Measure U Fund (0079) | 2,578.88 |
| 208-Scssr Agncy Ret Oblg (0054) | 783.10 |
| 211-PEG Fund (0058) | 1,997.72 |
| 225-Asset Seizure (0021) | 1,953.82 |
| 231-Placentia Reg Nav Cent(0078) | 2,499.53 |
| 265-Landscape Maintenance (0029) | 705.82 |
| 275-Sewer Maintenance (0048) | 3,827.20 |
| 401-City Capital Projects (0033) | 2,664.34 |
| 501-Refuse Administration (0037) | 365,438.90 |
| 601-Employee Health & Wlfre (0039) | 57,490.67 |
| 605-Risk Management (0040) | 2,438.16 |

Check Total: 1,681,690.00

ACH Payroll Direct Deposit for 06/28/2024: 735,242.93

Electronic Disbursement Total: 2,416,932.93

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 | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0054-2140 Employee PERS W/H | ACH062724 | 26.32 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0078-2140 Employee PERS W/H | ACH062724 | 211.73 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0033-2140 Employee PERS W/H | ACH062724 | 75.18 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0037-2140 Employee PERS W/H | ACH062724 | 109.59 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0048-2140 Employee PERS W/H | ACH062724 | 117.71 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0010-2140 Employee PERS W/H | ACH062724 | 140,986.55 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0029-2140 Employee PERS W/H | ACH062724 | 13.67 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0010-2145 Employee PERS Payback W/H | ACH062724 | 255.33 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0029-2145 Employee PERS Payback W/H | ACH062724 | 0.25 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0048-2145 Employee PERS Payback W/H | ACH062724 | 0.42 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0037-2145 Employee PERS Payback W/H | ACH062724 | 1.75 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0054-2145 Employee PERS Payback W/H | ACH062724 | 1.00 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0054-2150 Survivor Benefit Package | ACH062724 | 0.02 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0078-2150 Survivor Benefit Package | ACH062724 | 0.13 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC | PERS PR 4/27 PD 5/3 | 0033-2150 | ACH062724 | 0.07 | PR2401009 | | 00018757 | 06/27/2024 |

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| | V010053 | | Survivor Benefit Package | | | | | | |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0037-2150 Survivor Benefit Package | ACH062724 | 0.11 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0029-2150 Survivor Benefit Package | ACH062724 | 0.02 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0010-2150 Survivor Benefit Package | ACH062724 | 163.61 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 4/27 PD 5/3 | 0048-2150 Survivor Benefit Package | ACH062724 | 0.14 | PR2401009 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0029-2150 Survivor Benefit Package | ACH062724 | 0.02 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0033-2150 Survivor Benefit Package | ACH062724 | 0.07 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0010-2150 Survivor Benefit Package | ACH062724 | 157.61 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0048-2150 Survivor Benefit Package | ACH062724 | 0.14 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0037-2150 Survivor Benefit Package | ACH062724 | 0.11 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0054-2145 Employee PERS Payback W/H | ACH062724 | 1.00 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0078-2150 Survivor Benefit Package | ACH062724 | 0.13 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0054-2150 Survivor Benefit Package | ACH062724 | 0.02 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0037-2145 Employee PERS Payback W/H | ACH062724 | 1.75 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0048-2145 Employee PERS Payback W/H | ACH062724 | 0.42 | PR2401010 | | 00018757 | 06/27/2024 |

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| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0010-2145 Employee PERS Payback W/H | ACH062724 | 255.33 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0029-2145 Employee PERS Payback W/H | ACH062724 | 0.25 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0010-2140 Employee PERS W/H | ACH062724 | 140,287.65 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0033-2140 Employee PERS W/H | ACH062724 | 75.18 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0029-2140 Employee PERS W/H | ACH062724 | 15.64 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0048-2140 Employee PERS W/H | ACH062724 | 120.39 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0037-2140 Employee PERS W/H | ACH062724 | 112.92 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0078-2140 Employee PERS W/H | ACH062724 | 211.73 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/11 PD 5/17 | 0054-2140 Employee PERS W/H | ACH062724 | 28.22 | PR2401010 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0054-2140 Employee PERS W/H | ACH062724 | 16.03 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0078-2140 Employee PERS W/H | ACH062724 | 200.05 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0037-2140 Employee PERS W/H | ACH062724 | 50.11 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0048-2140 Employee PERS W/H | ACH062724 | 64.96 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0033-2140 Employee PERS W/H | ACH062724 | 81.61 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC | PERS PR 5/25 PD 5/31 | 0010-2140 | ACH062724 | 140,808.40 | PR2401011 | | 00018757 | 06/27/2024 |

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| | V010053 | | Employee PERS W/H | | | | | | |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0010-2145 Employee PERS Payback W/H | ACH062724 | 256.72 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0029-2145 Employee PERS Payback W/H | ACH062724 | 0.15 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0029-2140 Employee PERS W/H | ACH062724 | 3.53 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0048-2145 Employee PERS Payback W/H | ACH062724 | 0.25 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0037-2145 Employee PERS Payback W/H | ACH062724 | 1.04 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0054-2145 Employee PERS Payback W/H | ACH062724 | 0.59 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0078-2150 Survivor Benefit Package | ACH062724 | 0.12 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0054-2150 Survivor Benefit Package | ACH062724 | 0.01 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0037-2150 Survivor Benefit Package | ACH062724 | 0.04 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0010-2150 Survivor Benefit Package | ACH062724 | 157.78 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0048-2150 Survivor Benefit Package | ACH062724 | 0.07 | PR2401011 | | 00018757 | 06/27/2024 |
| MW OH | CALIFORNIA PUBLIC V010053 | PERS PR 5/25 PD 5/31 | 0033-2150 Survivor Benefit Package | ACH062724 | 0.08 | PR2401011 | | 00018757 | 06/27/2024 |
| Check Total: | | | | | 424,873.72 | | | | |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0029-2196 Garnishments W/H | ACH062724 | 0.53 | PR2401011 | | 00018758 | 06/27/2024 |
| MW OH | CALIFORNIA STATE | CA CHILD SUPP PE 5/24 PD 5/31 | 0010-2196 | ACH062724 | 2,092.83 | PR2401011 | | 00018758 | 06/27/2024 |

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| | V004813 | | Garnishments W/H | | | | | | |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0037-2196 Garnishments W/H | ACH062724 | 3.97 | PR2401011 | | 00018758 | 06/27/2024 |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0048-2196 Garnishments W/H | ACH062724 | 2.64 | PR2401011 | | 00018758 | 06/27/2024 |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0048-2196 Garnishments W/H | ACH062724 | 8.18 | PR2401012 | | 00018758 | 06/27/2024 |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0037-2196 Garnishments W/H | ACH062724 | 12.27 | PR2401012 | | 00018758 | 06/27/2024 |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0029-2196 Garnishments W/H | ACH062724 | 1.64 | PR2401012 | | 00018758 | 06/27/2024 |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE 5/24 PD 5/31 | 0010-2196 Garnishments W/H | ACH062724 | 2,077.88 | PR2401012 | | 00018758 | 06/27/2024 |
| Check Total: | | | | | 4,199.94 | | | | |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0054-2135 Calif Income Tax W/H | ACH062724 | 3.74 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0078-2135 Calif Income Tax W/H | ACH062724 | 34.75 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0048-2135 Calif Income Tax W/H | ACH062724 | 18.77 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0029-2135 Calif Income Tax W/H | ACH062724 | 1.33 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0010-2135 Calif Income Tax W/H | ACH062724 | 36,105.61 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0033-2135 Calif Income Tax W/H | ACH062724 | 36.61 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 5/25 PD 5/31 | 0037-2135 Calif Income Tax W/H | ACH062724 | 15.24 | PR2401011 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT | PR 6/8 PD 6/14 | 0040-2135 | ACH062724 | 323.59 | PR2401012 | | 00018759 | 06/27/2024 |

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| | V010052 | | Calif Income Tax W/H | | | | | | |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0037-2135 Calif Income Tax W/H | ACH062724 | 766.86 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0029-2135 Calif Income Tax W/H | ACH062724 | 183.31 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0010-2135 Calif Income Tax W/H | ACH062724 | 52,053.80 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0048-2135 Calif Income Tax W/H | ACH062724 | 699.03 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0054-2135 Calif Income Tax W/H | ACH062724 | 107.41 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0033-2135 Calif Income Tax W/H | ACH062724 | 448.89 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PR 6/8 PD 6/14 | 0078-2135 Calif Income Tax W/H | ACH062724 | 204.28 | PR2401012 | | 00018759 | 06/27/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/6 PD 6/6 | 0010-2135 Calif Income Tax W/H | ACH062724 | 54.90 | PR2401012KC | | 00018759 | 06/27/2024 |
| Check Total: | | | | | 91,058.12 | | | | |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0054-2110 Federal Income Tax W/H | ACH062724 | 10.14 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0078-2110 Federal Income Tax W/H | ACH062724 | 121.33 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0010-2110 Federal Income Tax W/H | ACH062724 | 91,461.66 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0029-2110 Federal Income Tax W/H | ACH062724 | 3.26 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0033-2110 Federal Income Tax W/H | ACH062724 | 114.09 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE | FED TAX PE 5/25 PD 5/31 | 0037-2110 | ACH062724 | 37.76 | PR2401011 | | 00018760 | 06/27/2024 |

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| | V010054 | | Federal Income Tax W/H | | | | | | |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0048-2110 Federal Income Tax W/H | ACH062724 | 48.78 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0048-2115 Employee Medicare W/H | ACH062724 | 5.40 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0037-2115 Employee Medicare W/H | ACH062724 | 4.19 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0033-2115 Employee Medicare W/H | ACH062724 | 8.03 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0029-2115 Employee Medicare W/H | ACH062724 | 0.30 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0010-2115 Employee Medicare W/H | ACH062724 | 12,528.46 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0078-2115 Employee Medicare W/H | ACH062724 | 8.55 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0054-2115 Employee Medicare W/H | ACH062724 | 1.34 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0054-2120 Employer Medicare Payable | ACH062724 | 1.34 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0037-2120 Employer Medicare Payable | ACH062724 | 4.19 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0078-2120 Employer Medicare Payable | ACH062724 | 8.55 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0010-2120 Employer Medicare Payable | ACH062724 | 12,528.46 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0029-2120 Employer Medicare Payable | ACH062724 | 0.30 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0033-2120 Employer Medicare Payable | ACH062724 | 8.03 | PR2401011 | | 00018760 | 06/27/2024 |

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| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 5/25 PD 5/31 | 0048-2120 Employer Medicare Payable | ACH062724 | 5.40 | PR2401011 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0040-2120 Employer Medicare Payable | ACH062724 | 82.09 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0048-2120 Employer Medicare Payable | ACH062724 | 176.92 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0033-2120 Employer Medicare Payable | ACH062724 | 103.69 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0037-2120 Employer Medicare Payable | ACH062724 | 140.35 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0010-2120 Employer Medicare Payable | ACH062724 | 14,255.51 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0078-2120 Employer Medicare Payable | ACH062724 | 61.40 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0029-2120 Employer Medicare Payable | ACH062724 | 43.31 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0010-2115 Employee Medicare W/H | ACH062724 | 14,983.70 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0054-2120 Employer Medicare Payable | ACH062724 | 37.63 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0054-2115 Employee Medicare W/H | ACH062724 | 41.51 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0078-2115 Employee Medicare W/H | ACH062724 | 61.40 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0033-2110 Federal Income Tax W/H | ACH062724 | 1,340.93 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0029-2115 Employee Medicare W/H | ACH062724 | 45.72 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE | FED TAX PE 6/8 PD 6/14 | 0040-2115 | ACH062724 | 82.09 | PR2401012 | | 00018760 | 06/27/2024 |

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| | V010054 | | Employee Medicare W/H | | | | | | |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0037-2115 Employee Medicare W/H | ACH062724 | 165.19 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0033-2115 Employee Medicare W/H | ACH062724 | 103.69 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0048-2115 Employee Medicare W/H | ACH062724 | 193.81 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0078-2110 Federal Income Tax W/H | ACH062724 | 675.90 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0040-2110 Federal Income Tax W/H | ACH062724 | 431.31 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0048-2110 Federal Income Tax W/H | ACH062724 | 1,870.45 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0037-2110 Federal Income Tax W/H | ACH062724 | 2,081.39 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0029-2110 Federal Income Tax W/H | ACH062724 | 304.70 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0010-2110 Federal Income Tax W/H | ACH062724 | 135,342.34 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0054-2110 Federal Income Tax W/H | ACH062724 | 296.46 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/8 PD 6/14 | 0010-2125 Employee Social Sec W/H | ACH062724 | 37.00 | PR2401012 | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/6 PD 6/6 | 0010-2120 Employer Medicare Payable | ACH062724 | 32.06 | PR2401012KC | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/6 PD 6/6 | 0010-2110 Federal Income Tax W/H | ACH062724 | 154.18 | PR2401012KC | | 00018760 | 06/27/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/6 PD 6/6 | 0010-2115 Employee Medicare W/H | ACH062724 | 32.06 | PR2401012KC | | 00018760 | 06/27/2024 |

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| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 5/25 PD 5/31 | 0010-2170 Deferred Comp Payable - ICMA | ACH062724 | 10,276.76 | PR2401011 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 5/25 PD 5/31 | 0010-2170 Deferred Comp Payable - ICMA | ACH062724 | 3,878.54 | PR2401011-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 5/25 PD 5/31 | 0029-2170 Deferred Comp Payable - ICMA | ACH062724 | 1.30 | PR2401011-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 5/25 PD 5/31 | 0048-2170 Deferred Comp Payable - ICMA | ACH062724 | 6.78 | PR2401011-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 5/25 PD 5/31 | 0037-2170 Deferred Comp Payable - ICMA | ACH062724 | 14.79 | PR2401011-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 5/25 PD 5/31 | 0054-2170 Deferred Comp Payable - ICMA | ACH062724 | 0.83 | PR2401011-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 6/8 PD 6/14 | 0010-2170 Deferred Comp Payable - ICMA | ACH062724 | 10,293.11 | PR2401012 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 6/8 PD 6/14 | 0010-2170 Deferred Comp Payable - ICMA | ACH062724 | 3,463.24 | PR2401012-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 6/8 PD 6/14 | 0048-2170 Deferred Comp Payable - ICMA | ACH062724 | 117.40 | PR2401012-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 6/8 PD 6/14 | 0029-2170 Deferred Comp Payable - ICMA | ACH062724 | 11.66 | PR2401012-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 6/8 PD 6/14 | 0054-2170 Deferred Comp Payable - ICMA | ACH062724 | 63.85 | PR2401012-2 | | 00018761 | 06/27/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401A PE 6/8 PD 6/14 | 0037-2170 Deferred Comp Payable - ICMA | ACH062724 | 253.13 | PR2401012-2 | | 00018761 | 06/27/2024 |
| | | | | Check Total: | 28,381.39 | | | | |
| MW OH | MISSION SQUARE 301387 V012394 | PE 5/25 PD 5/31 | 0054-2170 Deferred Comp Payable - ICMA | ACH062724 | 4.12 | 301387-PY2411 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 | PE 5/25 PD 5/31 | 0078-2170 | ACH062724 | 2.91 | 301387-PY2411 | | 00018762 | 06/27/2024 |

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| | V012394 | | Deferred Comp Payable - ICMA | | | | | | |
| MW OH | MISSION SQUARE 301387 V012394 | PE 5/25 PD 5/31 | 0029-2170 Deferred Comp Payable - ICMA | ACH062724 | 1.49 | 301387-PY2411 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 5/25 PD 5/31 | 0048-2170 Deferred Comp Payable - ICMA | ACH062724 | 12.78 | 301387-PY2411 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 5/25 PD 5/31 | 0033-2170 Deferred Comp Payable - ICMA | ACH062724 | 0.03 | 301387-PY2411 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 5/25 PD 5/31 | 0037-2170 Deferred Comp Payable - ICMA | ACH062724 | 15.05 | 301387-PY2411 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 5/25 PD 5/31 | 0010-2170 Deferred Comp Payable - ICMA | ACH062724 | 35,445.79 | 301387-PY2411 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0010-2170 Deferred Comp Payable - ICMA | ACH062724 | 36,386.94 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0037-2170 Deferred Comp Payable - ICMA | ACH062724 | 193.15 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0033-2170 Deferred Comp Payable - ICMA | ACH062724 | 114.60 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0029-2170 Deferred Comp Payable - ICMA | ACH062724 | 13.54 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0040-2170 Deferred Comp Payable - ICMA | ACH062724 | 300.00 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0048-2170 Deferred Comp Payable - ICMA | ACH062724 | 210.48 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0054-2170 Deferred Comp Payable - ICMA | ACH062724 | 100.28 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | PE 6/8 PD 6/14 | 0078-2170 Deferred Comp Payable - ICMA | ACH062724 | 75.00 | 301387-PY2412 | | 00018762 | 06/27/2024 |
| Check Total: | | | | | 72,876.16 | | | | |
| MW OH | WASHINGTON STATE | WA CHILD SUPP PE 5/25 PD 5/31 | 0010-2196 | ACH062724 | 823.09 | PR2401011 | | 00018763 | 06/27/2024 |

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| | V011597 | | Garnishments W/H | | | | | | |
| MW OH | WASHINGTON STATE V011597 | WA CHILD SUPP PE6/8 PD 6/14 | 0010-2196 Garnishments W/H | ACH062724 | 823.09 | PR2401012 | | 00018763 | 06/27/2024 |
| | | | | Check Total: | 1,646.18 | | | | |
| MW OH | REPUBLIC WASTE SERVICES V007205 | MAY REFUSE COLLECTION SVS | 374386-6101 Disposal | EFT062524 | 361,300.96 | 676-005598517 | P13107 | 00018764 | 06/27/2024 |
| | | | | Check Total: | 361,300.96 | | | | |
| MW OH | PLACENTIA FIREFIGHTERS V011878 | PFFA PE 6/8 PD 6/14 | 0010-2189 Fire Association Dues | EFT062624 | 900.00 | PR2401012 | | 00018765 | 06/27/2024 |
| | | | | Check Total: | 900.00 | | | | |
| MW OH | PLACENTIA POLICE V000839 | PFMA PE 6/8 PD 6/14 | 0010-2180 Police Mgmt Assn Dues | EFT062624 | 1,402.93 | PR2401012 | | 00018766 | 06/27/2024 |
| | | | | Check Total: | 1,402.93 | | | | |
| MW OH | PLACENTIA POLICE V003519 | PPOA PE 6/5 PD 6/14 | 0078-2178 Placentia Police Assoc Dues | EFT062624 | 47.66 | PR2401012 | | 00018767 | 06/27/2024 |
| MW OH | PLACENTIA POLICE V003519 | PPOA PE 6/8 PD 6/14 | 0010-2178 Placentia Police Assoc Dues | EFT062624 | 3,127.16 | PR2401012 | | 00018767 | 06/27/2024 |
| | | | | Check Total: | 3,174.82 | | | | |
| MW OH | ALDWIR, MAMOUN E000113 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | JUL24 | | 00018768 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | ANDERSON, MARLA E000071 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018769 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | ARMSTRONG, JOHN T E000046 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,137.00 | 24-JUL | | 00018770 | 06/27/2024 |
| | | | | Check Total: | 1,137.00 | | | | |

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| MW OH | AUDISS, JAY SCOTT E000125 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 2,256.00 | 24-JUL | | 00018771 | 06/27/2024 |
| | | | | Check Total: | 2,256.00 | | | | |
| MW OH | BABCOCK, CHARLES A E000015 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 308.00 | 24-JUL | | 00018772 | 06/27/2024 |
| | | | | Check Total: | 308.00 | | | | |
| MW OH | BEALS, SHARLENE E000076 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018773 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | BERMUDEZ, ALBERT E000124 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 547.69 | 24-JUL | | 00018774 | 06/27/2024 |
| | | | | Check Total: | 547.69 | | | | |
| MW OH | BUNNELL, DONALD E000062 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018775 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | BURGNER, ARTHUR E000074 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018776 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | BUSSE, MICHAEL E000131 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,612.85 | 24-JUL | | 00018777 | 06/27/2024 |
| | | | | Check Total: | 1,612.85 | | | | |
| MW OH | CHANDLER, JOHN P E000109 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,879.80 | 24-JUL | | 00018778 | 06/27/2024 |
| | | | | Check Total: | 1,879.80 | | | | |
| MW OH | CHANG, ROBERT E000107 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,282.00 | 24-JUL | | 00018779 | 06/27/2024 |
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| MW OH | COBBETT, GEOFFREY E000007 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018780 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | COOK, ARLENE M E000018 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018781 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | D'AMATO, ROBERT E000056 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018782 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | DAVID, PRESTON E000112 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018783 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | DAVIS, CAROLYN E000005 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018784 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | DEAN, ANDREW E000135 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,815.00 | 24-JUL | | 00018785 | 06/27/2024 |
| | | | | Check Total: | 1,815.00 | | | | |
| MW OH | DELOS SANTOS, JAMIE E000045 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 229.55 | 24-JUL | | 00018786 | 06/27/2024 |
| | | | | Check Total: | 229.55 | | | | |
| MW OH | DICKSON, ROBERTA JO E000011 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018787 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | DOWNEY, CAROL E000082 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018788 | 06/27/2024 |
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| MW OH | ECKENRODE, NORMAN E000029 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018789 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | ESCOBOSA, LILLIAN E000055 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 291.15 | 24-JUL | | 00018790 | 06/27/2024 |
| | | | | Check Total: | 291.15 | | | | |
| MW OH | ESPINOZA, ROSALINDA E000016 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 565.00 | 24-JUL | | 00018791 | 06/27/2024 |
| | | | | Check Total: | 565.00 | | | | |
| MW OH | FRICKE, JUERGEN E000075 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 873.00 | 24-JUL | | 00018792 | 06/27/2024 |
| | | | | Check Total: | 873.00 | | | | |
| MW OH | FULLER, GLENN H E000081 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 873.00 | 24-JUL | | 00018793 | 06/27/2024 |
| | | | | Check Total: | 873.00 | | | | |
| MW OH | GALLANT, KAREN E000008 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018794 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | GARNER, JO ANN E000047 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018795 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | GARNER, KITTY E000080 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | 24-JUL | | 00018796 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | GRIMM, DENNIS L E000042 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 308.00 | 24-JUL | | 00018797 | 06/27/2024 |
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| MW OH | HOLTSCLAW, KATHERINE E000121 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 565.00 | 24-JUL | | 00018798 | 06/27/2024 |
| | | | | Check Total: | 565.00 | | | | |
| MW OH | IRVINE, SUZETTE E000019 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018799 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | JENKINS, ROBERT E000084 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 739.30 | 24-JUL | | 00018800 | 06/27/2024 |
| | | | | Check Total: | 739.30 | | | | |
| MW OH | JOHNSON, SHARON E000099 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018801 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | JONES, ROBERT E000053 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 184.72 | 24-JUL | | 00018802 | 06/27/2024 |
| | | | | Check Total: | 184.72 | | | | |
| MW OH | JUAREZ, JANET E000134 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 184.72 | 24-JUL | | 00018803 | 06/27/2024 |
| | | | | Check Total: | 184.72 | | | | |
| MW OH | JUDD, TERRELL E000115 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | 24-JUL | | 00018804 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | KIRKLAND, RICHARD L E000110 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 184.72 | 24-JUL | | 00018805 | 06/27/2024 |
| | | | | Check Total: | 184.72 | | | | |
| MW OH | LITTLE, DIANE M E000098 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 291.15 | 24-JUL | | 00018806 | 06/27/2024 |
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| MW OH | LOOMIS, CORINNE E000122 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 565.00 | 24-JUL | | 00018807 | 06/27/2024 |
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| MW OH | LOWREY, B J E000041 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 308.00 | 24-JUL | | 00018808 | 06/27/2024 |
| | | | | Check Total: | 308.00 | | | | |
| MW OH | MAERTZWEILER, MICHAEL E000032 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018809 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | MILANO, JAMES E000054 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018810 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | MILLER, RICHARD E000106 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 308.00 | 24-JUL | | 00018811 | 06/27/2024 |
| | | | | Check Total: | 308.00 | | | | |
| MW OH | NAJERA, JOSEPH D. E000136 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 565.00 | 24-JUL | | 00018812 | 06/27/2024 |
| | | | | Check Total: | 565.00 | | | | |
| MW OH | OLEA, ARLENE J E000014 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018813 | 06/27/2024 |
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| MW OH | PALMER, GEORGE E000094 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 873.00 | 24-JUL | | 00018814 | 06/27/2024 |
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| MW OH | PASCARELLA, RICHARD E000129 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 2,095.45 | 24-JUL | | 00018815 | 06/27/2024 |
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| MW OH | PASCUA, RAYNALD E000114 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,720.00 | 24-JUL | | 00018816 | 06/27/2024 |
| | | | | Check Total: | 1,720.00 | | | | |
| MW OH | PASPALL, MIHAJLO E000085 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 526.44 | 24-JUL | | 00018817 | 06/27/2024 |
| | | | | Check Total: | 526.44 | | | | |
| MW OH | PEREZ, ROBERT E000111 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 184.72 | 24-JUL | | 00018818 | 06/27/2024 |
| | | | | Check Total: | 184.72 | | | | |
| MW OH | PICHON, WALTER E000103 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 291.15 | 24-JUL | | 00018819 | 06/27/2024 |
| | | | | Check Total: | 291.15 | | | | |
| MW OH | PINEDA, MATEO E000127 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 492.58 | 24-JUL | | 00018820 | 06/27/2024 |
| | | | | Check Total: | 492.58 | | | | |
| MW OH | PISCHEL, STEPHEN E000130 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | 24-JUL | | 00018821 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | POINT, ERIC E000133 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 2,256.00 | 24-JUL | | 00018822 | 06/27/2024 |
| | | | | Check Total: | 2,256.00 | | | | |
| MW OH | REDIFER, KIM R E000022 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 873.00 | 24-JUL | | 00018823 | 06/27/2024 |
| | | | | Check Total: | 873.00 | | | | |
| MW OH | RENDEN, BRIAN E000083 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 526.44 | 24-JUL | | 00018824 | 06/27/2024 |
| | | | | Check Total: | 526.44 | | | | |

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| MW OH | REYES, ROGER T E000024 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018825 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | REYNOLDS, MATTHEW E000132 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 565.00 | 24-JUL | | 00018826 | 06/27/2024 |
| | | | | Check Total: | 565.00 | | | | |
| MW OH | RICE, RUSSELL J E000059 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,385.00 | 24-JUL | | 00018827 | 06/27/2024 |
| | | | | Check Total: | 1,385.00 | | | | |
| MW OH | RIVERA, AIDA E000026 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018828 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | ROACH, MICHAEL E000105 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,879.80 | 24-JUL | | 00018829 | 06/27/2024 |
| | | | | Check Total: | 1,879.80 | | | | |
| MW OH | ROBB, SANDRA E000043 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018830 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | ROSE, RICHARD D E000050 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | 24-JUL | | 00018831 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | RUIZ, ARNULFO E000138 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,287.00 | 24-JUL | | 00018832 | 06/27/2024 |
| | | | | Check Total: | 1,287.00 | | | | |
| MW OH | SALE, LEE R E000031 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018833 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |

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| MW OH | SANCHEZ, LAURA E000058 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018834 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | SCHLIEDER, BEVERLY E000120 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | 24-JUL | | 00018835 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | SOTO, PHILIP J E000052 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018836 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | SPRAGUE, GARY A E000064 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,381.00 | 24-JUL | | 00018837 | 06/27/2024 |
| | | | | Check Total: | 1,381.00 | | | | |
| MW OH | STEPHEN, JEFFREY E000119 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 870.44 | 24-JUL | | 00018838 | 06/27/2024 |
| | | | | Check Total: | 870.44 | | | | |
| MW OH | TAYLOR, DAVID M E000088 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 578.00 | 24-JUL | | 00018839 | 06/27/2024 |
| | | | | Check Total: | 578.00 | | | | |
| MW OH | TAYLOR, LINDA E000126 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 565.00 | 24-JUL | | 00018840 | 06/27/2024 |
| | | | | Check Total: | 565.00 | | | | |
| MW OH | THOMANN, DARYLL L E000101 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018841 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | TRIFOS, WILLIAM E000104 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 873.00 | 24-JUL | | 00018842 | 06/27/2024 |
| | | | | Check Total: | 873.00 | | | | |

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| MW OH | VALENTINE, THOMAS E000118 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,879.80 | 24-JUL | | 00018843 | 06/27/2024 |
| | | | | Check Total: | 1,879.80 | | | | |
| MW OH | VERSTYNEN, WILLIAM E000092 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 184.72 | 24-JUL | | 00018844 | 06/27/2024 |
| | | | | Check Total: | 184.72 | | | | |
| MW OH | WAHL, KATHLEEN A E000030 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 185.39 | 24-JUL | | 00018845 | 06/27/2024 |
| | | | | Check Total: | 185.39 | | | | |
| MW OH | WIEST, STEPHEN E000079 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 527.78 | 24-JUL | | 00018846 | 06/27/2024 |
| | | | | Check Total: | 527.78 | | | | |
| MW OH | WORDEN, LARRY M E000116 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 578.00 | 24-JUL | | 00018847 | 06/27/2024 |
| | | | | Check Total: | 578.00 | | | | |
| MW OH | YAMAGUCHI, BRIAN E000123 | JUL MEDICAL REIMBURSEMENT | 395083-5161 Health Insurance Premiums | RETJUL24 | 1,174.90 | 24-JUL | | 00018848 | 06/27/2024 |
| | | | | Check Total: | 1,174.90 | | | | |
| MW OH | PLACENTIA FIREFIGHTERS V011878 | PPFA PE6/22 PD 6/28 | 0010-2189 Fire Association Dues | EFT070224 | 900.00 | PR2401013 | | 00018849 | 07/03/2024 |
| | | | | Check Total: | 900.00 | | | | |
| MW OH | PLACENTIA POLICE V000839 | PPFMA PE6/22 PD 6/28 | 0010-2180 Police Mgmt Assn Dues | EFT070224 | 1,402.93 | PR2401013 | | 00018850 | 07/03/2024 |
| | | | | Check Total: | 1,402.93 | | | | |
| MW OH | PLACENTIA POLICE V003519 | PPOA PE6/22 PD 6/28 | 0010-2178 Placentia Police Assoc Dues | EFT070224 | 3,127.16 | PR2401013 | | 00018851 | 07/03/2024 |
| MW OH | PLACENTIA POLICE | PPOA PE6/22 PD 6/28 | 0078-2178 | EFT070224 | 47.66 | PR2401013 | | 00018851 | 07/03/2024 |

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| | V003519 | | Placentia Police Assoc Dues | | | | | | |
| | | | | Check Total: | 3,174.82 | | | | |
| MW OH | CALIFORNIA STATE V004813 | CA CHILD SUPP PE6/22 PD6/28 | 0010-2196 Garnishments W/H | PY241013 | 1,812.44 | PR2401013 | | 00018852 | 07/10/2024 |
| | | | | Check Total: | 1,812.44 | | | | |
| MW OH | EMPLOYMENT V010052 | STATE TAX 6/27 FINAL CHECK | 0010-2135 Calif Income Tax W/H | PY241013 | 12.14 | 2401014CA | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0010-2135 Calif Income Tax W/H | PY241013 | 50,663.00 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0040-2135 Calif Income Tax W/H | PY241013 | 323.59 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0037-2135 Calif Income Tax W/H | PY241013 | 27.50 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0029-2135 Calif Income Tax W/H | PY241013 | 22.89 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0033-2135 Calif Income Tax W/H | PY241013 | 34.08 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0078-2135 Calif Income Tax W/H | PY241013 | 41.44 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0054-2135 Calif Income Tax W/H | PY241013 | 7.15 | PR2401013 | | 00018853 | 07/10/2024 |
| MW OH | EMPLOYMENT V010052 | PE 6/22 PD 6/28 | 0048-2135 Calif Income Tax W/H | PY241013 | 31.31 | PR2401013 | | 00018853 | 07/10/2024 |
| | | | | Check Total: | 51,163.10 | | | | |
| MW OH | INTERNAL REVENUE V010054 | FED TAX 6/27 FINAL CHECK | 0010-2115 Employee Medicare W/H | PY241013 | 16.43 | 2401014CA | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX 6/27 FINAL CHECK | 0010-2120 Employer Medicare Payable | PY241013 | 16.43 | 2401014CA | | 00018854 | 07/10/2024 |

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| MW OH | INTERNAL REVENUE V010054 | FED TAX 6/27 FINAL CHECK | 0010-2110 Federal Income Tax W/H | PY241013 | 39.66 | 2401014CA | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0010-2110 Federal Income Tax W/H | PY241013 | 124,354.03 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0078-2110 Federal Income Tax W/H | PY241013 | 137.09 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0054-2110 Federal Income Tax W/H | PY241013 | 19.67 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0029-2110 Federal Income Tax W/H | PY241013 | 18.89 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0033-2110 Federal Income Tax W/H | PY241013 | 104.79 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0037-2110 Federal Income Tax W/H | PY241013 | 66.49 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0040-2110 Federal Income Tax W/H | PY241013 | 431.31 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0040-2115 Employee Medicare W/H | PY241013 | 82.09 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0048-2110 Federal Income Tax W/H | PY241013 | 72.07 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0048-2115 Employee Medicare W/H | PY241013 | 9.87 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0037-2115 Employee Medicare W/H | PY241013 | 8.02 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0033-2115 Employee Medicare W/H | PY241013 | 7.33 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0029-2115 Employee Medicare W/H | PY241013 | 7.90 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE | FED TAX PE 6/22 PD 6/28 | 0029-2120 | PY241013 | 7.90 | PR2401013 | | 00018854 | 07/10/2024 |

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| | V010054 | | Employer Medicare Payable | | | | | | |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0033-2120 Employer Medicare Payable | PY241013 | 7.33 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0010-2120 Employer Medicare Payable | PY241013 | 15,318.75 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0037-2120 Employer Medicare Payable | PY241013 | 7.71 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0040-2120 Employer Medicare Payable | PY241013 | 82.09 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0048-2120 Employer Medicare Payable | PY241013 | 9.65 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0010-2115 Employee Medicare W/H | PY241013 | 15,429.01 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0078-2115 Employee Medicare W/H | PY241013 | 10.25 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0054-2115 Employee Medicare W/H | PY241013 | 2.53 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0054-2120 Employer Medicare Payable | PY241013 | 2.35 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 6/28 | 0078-2120 Employer Medicare Payable | PY241013 | 10.25 | PR2401013 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 7/2 | 0010-2115 Employee Medicare W/H | PY241013 | 13.32 | PR2401013-2 | | 00018854 | 07/10/2024 |
| MW OH | INTERNAL REVENUE V010054 | FED TAX PE 6/22 PD 7/2 | 0010-2120 Employer Medicare Payable | PY241013 | 13.32 | PR2401013-2 | | 00018854 | 07/10/2024 |
| Check Total: | | | | | 156,306.53 | | | | |
| MW OH | MISSION SQUARE 100091 V012393 | 401 A PE 6/22 PD 6/28 | 0048-2170 Deferred Comp Payable - ICMA | PY241013 | 10.11 | PR2401013 | | 00018855 | 07/10/2024 |
| MW OH | MISSION SQUARE 100091 | 401 A PE 6/22 PD 6/28 | 0037-2170 | PY241013 | 27.43 | PR2401013 | | 00018855 | 07/10/2024 |

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| | V012393 | | Deferred Comp Payable - ICMA | | | | | | |
| MW OH | MISSION SQUARE 100091 V012393 | 401 A PE 6/22 PD 6/28 | 0054-2170 Deferred Comp Payable - ICMA | PY241013 | 3.29 | PR2401013 | | 00018855 | 07/10/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401 A PE 6/22 PD 6/28 | 0029-2170 Deferred Comp Payable - ICMA | PY241013 | 1.29 | PR2401013 | | 00018855 | 07/10/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401 A PE 6/22 PD 6/28 | 0010-2170 Deferred Comp Payable - ICMA | PY241013 | 3,196.87 | PR2401013 | | 00018855 | 07/10/2024 |
| MW OH | MISSION SQUARE 100091 V012393 | 401 A PE 6/22 PD 6/28 | 0010-2170 Deferred Comp Payable - ICMA | PY241013 | 10,460.99 | PR2401013B | | 00018855 | 07/10/2024 |
| Check Total: | | | | | 13,699.98 | | | | |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0010-2170 Deferred Comp Payable - ICMA | PY241013 | 40,682.98 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0029-2170 Deferred Comp Payable - ICMA | PY241013 | 1.03 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0040-2170 Deferred Comp Payable - ICMA | PY241013 | 300.00 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0048-2170 Deferred Comp Payable - ICMA | PY241013 | 12.87 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0037-2170 Deferred Comp Payable - ICMA | PY241013 | 15.84 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0033-2170 Deferred Comp Payable - ICMA | PY241013 | 0.03 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0054-2170 Deferred Comp Payable - ICMA | PY241013 | 6.25 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| MW OH | MISSION SQUARE 301387 V012394 | EE/ER CONTRIB PE6/22 PD6/28 | 0078-2170 Deferred Comp Payable - ICMA | PY241013 | 4.51 | 301387-PY2413 | | 00018856 | 07/10/2024 |
| Check Total: | | | | | 41,023.51 | | | | |
| MW OH | WASHINGTON STATE | WA CHILD SUPP PE6/22 PD628 | 0010-2196 | PY241013 | 823.09 | PR2401013 | | 00018857 | 07/10/2024 |

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| | V011597 | | Garnishments W/H | | | | | | |
| | | | | Check Total: | 823.09 | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | INTL CODE CNCL TRAIN. ZAVADIL | 102532-2049 Health & Safety Collection | ELAN04062 | 300.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DOWNTOWN PLANTERS | 101511-6115 Landscaping | ELAN04062 | 56.81 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FOTS FOR THE DOWNTOWN AREA. | 101511-6115 Landscaping | ELAN04062 | 146.45 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITYHALL CITY ADMINISTRATORS | 003654-6130 Repair & Maint/Facilities | ELAN04062 | 133.59 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITY YARD LIGHT UPGRADE | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 154.21 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ROSE CREST SIGN REHAB | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 172.94 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITYHALL LIGHT FIXTURE UPGRADE | 003654-6130 Repair & Maint/Facilities | ELAN04062 | 283.65 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | STATION 2 DOOR HANDLES | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 26.77 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EMD PAINT FOR SIGN RE-PAINTING | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 27.93 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OLD CITYHALL WOOD FLOOR | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 439.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OLD CITY HALL FLOOR REPAIR | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 500.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DRILL OUT SAFE LOCK | 103043-6130 Repair & Maint/Facilities | ELAN04062 | 745.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ALTAVISTA SWAIL SIGN REPAIRS | 103652-6130 Repair & Maint/Facilities | ELAN04062 | 27.92 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT | PURCHASED SUPPLIES FO GRAFFITI | 103652-6130 | ELAN04062 | 53.15 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Repair & Maint/Facilities | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITYHALL TRELLIS REPAIR AND CI | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 44.48 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SELF TAPPING SCREWS AND IIN ST | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 48.95 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | REFUND ON TARPS | 103654-6130 Repair & Maint/Facilities | ELAN04062 | -290.86 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GOLDEN BRIDGE TEMP REPAIR | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 13.98 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITY HALL TRELLIS REPAIR | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 19.80 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITYHALL EMPLOYEE RESTROOM | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 24.56 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITY HALL FOUNTAIN WOOD AND LI | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 62.79 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ROSE CREST SIGN REHAB | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 63.46 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FIRE 2 PARTITION DOOR MATERIAL | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 29.24 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITY HALL TOUCH UPS | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 32.27 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITYHALL EMPLOYEE MENS | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 36.79 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OLD CITY HALL WORK ORDER | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 37.63 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITYHALL WOMEN'S LOBBY LIGHT | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 80.45 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FD ADMIN CONFERENCE ROOM | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 113.30 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITYHALL CITYCLERK CLOCK | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 54.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DISPATCH LIGHT TUBE REPLACE | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 59.26 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITYHALL LIGHT FIXTURE UPGRADE | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 61.64 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITY HALL LIGHT RENO | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 62.47 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITY HALL LIGHT FIXTURE UPGRADE | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 300.87 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITY HALL LIGHT RENO | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 425.14 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FIRESTATION2 PARTITION DOOR RE | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 67.30 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITY YARD DOOR MAINTENANCE | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 68.58 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITY HALL FRONT LOBBY MENS RES | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 73.19 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CITY HALL FRONT LOBBY WOMENS | 103654-6130 Repair & Maint/Facilities | ELAN04062 | 74.50 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 50.83 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | IRRIGATION SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 51.29 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | ARROYO PARK | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 131.97 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES TO FIX TOILET AT SC | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 158.37 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS | MAINTENANCE SUPPLIES | 104076-6130 | ELAN04062 | 175.17 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Repair & Maint/Facilities | | | | | | |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REBUILD KIT FOR ARROYO VERDE | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 197.66 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES TO FIX TOILET AT SC | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 247.76 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PAINT FOR ARROYO PARK | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 336.48 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | WOOD FOR BASEBALL BACK STOPS | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 375.75 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CREDIT REFUND | 104076-6130 Repair & Maint/Facilities | ELAN04062 | -214.43 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES FOR ARROYO VERDE | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 4.28 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | IRRIGATION SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 22.62 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 81.50 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 82.31 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 33.07 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | IRRIGATION SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 37.16 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | IRRIGATION SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 42.46 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 48.91 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FACILITY MAINT. SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 218.60 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | PAINT FOR ARROYO PARK | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 242.64 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 60.74 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SINK FAUCET FOR KOCH PARK | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 63.57 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | IRRIGATION SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 74.83 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 78.12 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MAINTENANCE SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 23.92 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TRUCK CLEANING SUPPLIES | 104076-6130 Repair & Maint/Facilities | ELAN04062 | 27.97 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MARKING CHALK FOR TRAFFIC | 103047-6132 Repair & Maintenance/Streets | ELAN04062 | 3.25 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MARKING CHALK FOR TRAFFIC | 103047-6132 Repair & Maintenance/Streets | ELAN04062 | 68.78 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | BED COVERS FOR U1/U2 | 103066-6134 Vehicle Repair & Maintenance | ELAN04062 | 2,392.48 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | AUTO REPAIR SERVICE | 103658-6134 Vehicle Repair & Maintenance | ELAN04062 | 1,950.13 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | VEHICLE PARTS | 103658-6134 Vehicle Repair & Maintenance | ELAN04062 | 92.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TIRE REPAIRS | 103658-6134 Vehicle Repair & Maintenance | ELAN04062 | 99.99 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REPLACED WINDSHIELD FOR PD CAR | 103658-6134 Vehicle Repair & Maintenance | ELAN04062 | 577.80 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS | RECEIPT FOR VEHICLE MAINT SCAN | 103658-6134 | ELAN04062 | 600.00 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Vehicle Repair & Maintenance | | | | | | |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | AXON PARTS FOR DURANGO'S | 213041-6137 Repair Maint/Equipment | ELAN04062 | 161.16 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PARTS FOR NEW DURANGO'S | 213041-6137 Repair Maint/Equipment | ELAN04062 | 202.28 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DRONE REPAIRS | 103041-6137 Repair Maint/Equipment | ELAN04062 | 781.24 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MDC DOCK REPAIRS | 103041-6137 Repair Maint/Equipment | ELAN04062 | 125.07 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REPLACEMENT AMERICAN FLAG | 104076-6139 Repair/Maint - Parks & Fields | ELAN04062 | 25.64 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | BASKETBALL HOOP REPLACEMENTS | 104076-6139 Repair/Maint - Parks & Fields | ELAN04062 | 60.84 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CUSTODIAL SUPPLIES | 103654-6147 Janitorial Supplies | ELAN04062 | 59.20 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | K9 DOG FOOD | 103041-6148 K9 Expenses | ELAN04062 | 76.50 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | K9 DOG FOOD | 103041-6148 K9 Expenses | ELAN04062 | 286.59 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | K9 DOG FOOD | 103041-6148 K9 Expenses | ELAN04062 | 76.50 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TAIL SUPPLIES | 103043-6149 Jail Supplies | ELAN04062 | 609.44 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REFUND: PROMOTIONAL ITEMS | 103066-6225 Advertising/Promotional | ELAN04062 | -957.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PROMOTIONAL ITEMS | 103066-6225 Advertising/Promotional | ELAN04062 | 957.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES FOR DIGITAL MEDIA ANA | 581573-6225 Advertising/Promotional | ELAN04062 | 1,997.72 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENT V012768 | PURCHASE OF FONT FOR GRAPHICS | 101534-6225 Advertising/Promotional | ELAN04062 | 19.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICSC CONFERENCE - LAMPMAN | 102020-6235 Travel | ELAN04062 | 15.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | NET'S DANCE SUPPLIES | 102020-6235 Travel | ELAN04062 | 15.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICSC CONFERENCE | 102020-6235 Travel | ELAN04062 | 423.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FD TRAINING REG - GARZA | 102534-6235 Travel | ELAN04062 | 20.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | TRAVEL EXP GONZALES | 102534-6235 Travel | ELAN04062 | 559.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CCMA MTNG. PARKING | 101511-6235 Travel | ELAN04062 | 5.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | BUSINESS MEETING EXP. | 101511-6235 Travel | ELAN04062 | 9.40 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICSC WESTERN CONFERENCE K.LOU | 101511-6235 Travel | ELAN04062 | 258.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICSC WESTERN CONFERENCE-J.ORT | 101511-6235 Travel | ELAN04062 | 325.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | RHONDA-ICSC CONFERENCE | 101001-6235 Travel | ELAN04062 | 404.98 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | RHONDA-ICSC CONFERENCE | 101001-6235 Travel | ELAN04062 | 408.98 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PARKING TABLING EVENT | 104071-6235 Travel | ELAN04062 | 5.35 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICSC CONFERENCE TRAVEL EXPENSE | 103550-6235 Travel | ELAN04062 | 493.97 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT | FD TRAINING HOTEL - GILLIS | 213041-6235 | ELAN04062 | 348.60 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Travel | | | | | | |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MEETING SUPPLIES | 784070-6245 Meetings & Conferences | ELAN04062 | 13.46 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SNACKS FOR NORTH SPA | 784070-6245 Meetings & Conferences | ELAN04062 | 78.04 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MEETING SUPPLIES | 784070-6245 Meetings & Conferences | ELAN04062 | 84.24 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES FOR CITY COUNCIL MTG | 103550-6245 Meetings & Conferences | ELAN04062 | 180.37 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SOCAL PWX APRIL 2024 TICKET | 103551-6245 Meetings & Conferences | ELAN04062 | 193.92 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MORNING SEMINAR LUNCH ADD-ON | 103551-6245 Meetings & Conferences | ELAN04062 | 23.18 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SOCAL PWX APRIL 2024 TICKET | 103551-6245 Meetings & Conferences | ELAN04062 | 193.92 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DEPARTMENT MEETING BREAKFAST | 103066-6245 Meetings & Conferences | ELAN04062 | 20.18 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DEPARTMENT MEETING BREAKFAST | 103066-6245 Meetings & Conferences | ELAN04062 | 20.18 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DEPARTMENT MEETING BREAKFAST | 103066-6245 Meetings & Conferences | ELAN04062 | 34.08 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DEPARTMENT MEETING BREAKFAST | 103065-6245 Meetings & Conferences | ELAN04062 | 17.55 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CA FIRE ASSOC - REGISTRATION | 103065-6245 Meetings & Conferences | ELAN04062 | 31.05 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD OPERATIONAL MEETING | 103065-6245 Meetings & Conferences | ELAN04062 | 110.09 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | LUNCH MEETING W/ DAMIEN & | 104070-6245 Meetings & Conferences | ELAN04062 | 46.50 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENT V012768 | LUNCH FOR STAFF AT EASTER EVEN | 04071-6245 Meetings & Conferences | ELAN04062 | 122.75 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEETING SUPPLIES | 109595-6245 Meetings & Conferences | ELAN04062 | 24.45 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEETING SUPPLIES | 109595-6245 Meetings & Conferences | ELAN04062 | 25.35 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEETING SUPPLIES | 109595-6245 Meetings & Conferences | ELAN04062 | 34.62 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEETING SUPPLIES | 109595-6245 Meetings & Conferences | ELAN04062 | 54.42 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEETING EXPENSES | 109595-6245 Meetings & Conferences | ELAN04062 | 85.01 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CPRS AWARD | 109595-6245 Meetings & Conferences | ELAN04062 | 86.30 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | REGISTRATION REFUND-WARD | 101001-6245 Meetings & Conferences | ELAN04062 | -225.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | COUNCIL MTNG DINNER-JOE | 101001-6245 Meetings & Conferences | ELAN04062 | 20.61 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | COUNCIL, MGNT, STAFF DINNERS | 101001-6245 Meetings & Conferences | ELAN04062 | 54.87 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | REGISTRATION-RHONDA | 101001-6245 Meetings & Conferences | ELAN04062 | 120.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | COUNCIL, MGNT, STAFF DINNERS | 101001-6245 Meetings & Conferences | ELAN04062 | 256.86 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | COUNCIL, MGNT, STAFF DINNERS | 101001-6245 Meetings & Conferences | ELAN04062 | 288.64 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | RHONDA-ACC-OC ADVOCACY TRIP | 101001-6245 Meetings & Conferences | ELAN04062 | 571.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT | REGISTRATION ICSC RHONDA | 101001-6245 | ELAN04062 | 1,075.00 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Meetings & Conferences | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | BUSINESS MEETING | 101511-6245 Meetings & Conferences | ELAN04062 | 69.98 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | BUSINESS MEETING | 101511-6245 Meetings & Conferences | ELAN04062 | 99.16 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | BUSINESS MEETING | 101511-6245 Meetings & Conferences | ELAN04062 | 43.25 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | LUNCH FOR FACTFINDING HEARING | 101512-6245 Meetings & Conferences | ELAN04062 | 82.11 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CONFERENCE REGISTRATION | 101515-6245 Meetings & Conferences | ELAN04062 | 435.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | LUNCH MEETING MEALS | 103040-6245 Meetings & Conferences | ELAN04062 | 61.16 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ACCT TECH INTERVIEW EXPENSES | 102020-6245 Meetings & Conferences | ELAN04062 | 115.55 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CSC REGISTRATION: ANDREW G | 102531-6245 Meetings & Conferences | ELAN04062 | 1,075.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | NOTARY UPDATE - ROBERTS | 103040-6250 Staff Training | ELAN04062 | 38.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | POST TRAINING COURSE | 101515-6250 Staff Training | ELAN04062 | 149.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | POST TRAINING COURSE | 101515-6250 Staff Training | ELAN04062 | 149.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | POST TRAINING COURSE | 101515-6250 Staff Training | ELAN04062 | 175.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | POST TRAINING COURSE | 101515-6250 Staff Training | ELAN04062 | 250.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | POST TRAINING COURSE | 101515-6250 Staff Training | ELAN04062 | 175.00 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | POST TRAINING COURSE | 101515-6250 Staff Training | ELAN04062 | 175.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | BROWN BAG HIGH FIVE AWARDS | 101512-6250 Staff Training | ELAN04062 | 125.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SR. HR TECH WINTER TRAINING | 109595-6250 Staff Training | ELAN04062 | 125.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD TRAINING - MACCUBBIN | 213041-6250 Staff Training | ELAN04062 | 474.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD TRAINING REG - VALDEZ | 213041-6250 Staff Training | ELAN04062 | 163.77 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD TRAINING REG - VALDEZ | 213041-6250 Staff Training | ELAN04062 | 163.77 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD TRAINING REG - JUNG | 213041-6250 Staff Training | ELAN04062 | 210.12 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD TRAINING REG - MARTINEZ | 213041-6250 Staff Training | ELAN04062 | 210.12 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | LIFEGUARD RECERTIFICATION | 104071-6250 Staff Training | ELAN04062 | 184.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | LIFEGUARD RECERTIFICATION | 104071-6250 Staff Training | ELAN04062 | 405.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TRAINING SUPPLIES | 103066-6250 Staff Training | ELAN04062 | 77.67 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DECK SCREWS FOR TRAINING PROP | 103066-6250 Staff Training | ELAN04062 | 122.84 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FS TRAINING SUPPLIES | 103066-6250 Staff Training | ELAN04062 | 189.51 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REGISTRATION: RED HELMET - DAV | 103066-6250 Staff Training | ELAN04062 | 625.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS | EDI REGISTRATION - LOMELI | 103066-6250 | ELAN04062 | 1,125.00 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Staff Training | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EDI REGISTRATION - DAVIS | 103066-6250 Staff Training | ELAN04062 | 1,125.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SMOKE MACHINE | 103066-6250 Staff Training | ELAN04062 | 1,981.69 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FD TRAINING REG | 213041-6250 Staff Training | ELAN04062 | 20.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PAID THE SURCHARGE FOR UST | 103550-6255 Dues & Memberships | ELAN04062 | 10.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | RENEWED WATER COLLECTION | 103550-6255 Dues & Memberships | ELAN04062 | 98.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | WATER COLLECTION CERTIFICATION | 103550-6255 Dues & Memberships | ELAN04062 | 110.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEMBERSHIP RENEWAL | 101515-6255 Dues & Memberships | ELAN04062 | 136.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OFFICE SUPPLIES | 102531-6255 Dues & Memberships | ELAN04062 | 0.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | INTL. CODE CNCL MEMB. LUCKETT | 102531-6255 Dues & Memberships | ELAN04062 | 204.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | INTL. CODE CNCL MEMB. MORGADO | 102531-6255 Dues & Memberships | ELAN04062 | 204.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICC MEMBERSHIP - ZAVADIL | 102532-6255 Dues & Memberships | ELAN04062 | 204.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CALBO MEMBERSHIP MORGADO | 102532-6255 Dues & Memberships | ELAN04062 | 325.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MEMBERSHIP-RHONDA | 101511-6255 Dues & Memberships | ELAN04062 | 125.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FRAMING-CHAMBER DAY | 101001-6301 Special Department Expenses | ELAN04062 | 48.49 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | FRAMING-CHAMBER DAY | 101001-6301 Special Department Expenses | ELAN04062 | 133.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SHADOW BOX FOR MAYOR-SPAIN | 101001-6301 Special Department Expenses | ELAN04062 | 173.95 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GLOE FUNERAL ASSISTANCE MEALS | 103040-6301 Special Department Expenses | ELAN04062 | 139.67 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FLOWERS FOR GLOE FUNERAL | 103040-6301 Special Department Expenses | ELAN04062 | 301.91 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FUNERAL WAKE MEALS | 103040-6301 Special Department Expenses | ELAN04062 | 333.78 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FOOD FOR INCIDENT | 103066-6301 Special Department Expenses | ELAN04062 | 69.22 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DECALS TO REPLACE DAMAGED | 103652-6310 Street Signs | ELAN04062 | 196.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES FOR THE SIGN SHOP | 103652-6310 Street Signs | ELAN04062 | 262.09 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | RETURN OF INCORRECT COLOR PAPER | 103550-6315 Office Supplies | ELAN04062 | -27.38 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | OFFICE SUPPLIES - CITY HALL PW | 103550-6315 Office Supplies | ELAN04062 | 98.15 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REPLACEMENT 3-HOLE PUNCHER | 103550-6315 Office Supplies | ELAN04062 | 179.43 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | LABELS, GLOVES, ENVELOPES | 103043-6315 Office Supplies | ELAN04062 | 0.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PROPERTY & EVIDENCE STAMP | 103043-6315 Office Supplies | ELAN04062 | 35.93 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DESKTOP PLANNER | 103040-6315 Office Supplies | ELAN04062 | 23.87 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS | OFFICE SUPPLIES | 103040-6315 | ELAN04062 | 28.26 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Office Supplies | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OFFICE SUPPLIES | 103040-6315 Office Supplies | ELAN04062 | 120.86 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OFFICE SUPPLIES | 104070-6315 Office Supplies | ELAN04062 | 27.18 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OFFICE SUPPLIES | 103040-6315 Office Supplies | ELAN04062 | 6.95 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OFFICE SUPPLIES | 103040-6315 Office Supplies | ELAN04062 | 6.95 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SELF INKING FAXED STAMP | 103040-6315 Office Supplies | ELAN04062 | 10.81 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PAD CASE OFFICE SUPPLIES | 101534-6315 Office Supplies | ELAN04062 | 10.70 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ADDRESS LABELS FOR EIFD NOTICE | 101534-6315 Office Supplies | ELAN04062 | 39.44 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | UPS SHPMT TO OCPUBWRKS | 102531-6315 Office Supplies | ELAN04062 | 8.58 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | RISK MGMT SUPPLIES/LAPTOPSLEEVE | 101513-6315 Office Supplies | ELAN04062 | 10.86 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITY CLERK SUPPLIES | 101513-6315 Office Supplies | ELAN04062 | 39.14 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CITY CLERK SUPPLIES | 101513-6315 Office Supplies | ELAN04062 | 67.88 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | BAL OF CALBO MEMBRSP MORGAD | 001511-6315 Office Supplies | ELAN04062 | 0.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | OFFICE SUPPLIES | 101511-6315 Office Supplies | ELAN04062 | 39.14 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PHOTO PRINTS FOR CAUCUS | 101511-6315 Office Supplies | ELAN04062 | 220.40 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | OFFPLIES RFP OF NAVIGATION CEN | 784070-6315 Office Supplies | ELAN04062 | 121.61 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | LABOR LAW POSTERS 2024 | 101512-6320 Books & Periodicals | ELAN04062 | 749.71 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SHIPPING FOR PHOTO PRINTS | 101511-6325 Postage | ELAN04062 | 170.32 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SHIPPING CHARGES | 103040-6325 Postage | ELAN04062 | 61.60 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SHIPPING CHARGES | 103040-6325 Postage | ELAN04062 | 36.05 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FUEL | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 49.05 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 49.50 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 28.01 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 28.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 98.28 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FUEL | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 100.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 104.65 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 111.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 19.95 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 23.60 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Gasoline & Diesel Fuel | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 27.39 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 63.09 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 69.69 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GAS USE FOR POWER WASHER | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 35.39 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 38.81 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 42.25 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 47.57 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 73.21 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 73.62 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 49.80 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GAS FOR F150 TRUCK | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 50.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 53.10 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 53.60 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 92.66 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 92.70 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 70.01 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 70.17 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 70.19 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 71.73 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MOTOR OIL | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 123.80 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FUEL | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 127.27 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 81.13 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 84.26 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 86.52 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GASOLINE FOR PD | 103658-6345 Gasoline & Diesel Fuel | ELAN04062 | 90.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FW TOOLS/SUPPLIES | 103658-6350 Small Tools/Equipment | ELAN04062 | 601.42 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | POSTAGE SUPPLIES FOR RETURN | 103066-6350 Small Tools/Equipment | ELAN04062 | 8.69 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | STRIKE TEAM TOOLS | 103066-6350 Small Tools/Equipment | ELAN04062 | 934.40 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT | STRIKE TEAM EXPENSES | 103066-6350 | ELAN04062 | 2,462.65 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Small Tools/Equipment | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CONCRETE PUMP FOR BRIDGE | 103652-6350 Small Tools/Equipment | ELAN04062 | 425.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | TOOLS | 103067-6350 Small Tools/Equipment | ELAN04062 | 90.75 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FOSTER FRAMES FOR CITY HALL | 103654-6355 Small Furniture & Fixture | ELAN04062 | 47.24 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FOSTER FRAMES FOR CITY HALL | 103654-6355 Small Furniture & Fixture | ELAN04062 | 57.63 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | REFUND CREDIT OF POSTER FRAMES | 103654-6355 Small Furniture & Fixture | ELAN04062 | -57.63 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CSC SHIRTS FOR ANDREW G. | 101511-6360 Uniforms | ELAN04062 | 87.06 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CSC SHIRTS FOR STAFF | 101511-6360 Uniforms | ELAN04062 | 520.83 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DC REGISTER DIGITAL SUBSCRIPTI | 101001-6366 Web Based Service/Subscriptions | ELAN04062 | 16.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SUBSCRIPTION | 101001-6366 Web Based Service/Subscriptions | ELAN04062 | 54.65 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MONTHLY CHARGES / MARCH 2024 | 101523-6366 Web Based Service/Subscriptions | ELAN04062 | 260.68 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | AUTHO AUTH - SUBSCRIPTION | 103658-6366 Web Based Service/Subscriptions | ELAN04062 | 50.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MOVIE SUBSCRIPTION | 104071-6366 Web Based Service/Subscriptions | ELAN04062 | 22.99 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | MUSIC SUBSCRIPTION | 104071-6366 Web Based Service/Subscriptions | ELAN04062 | 16.99 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ANNUAL RENEWAL OF CANVAPRO | 103550-6366 Web Based Service/Subscriptions | ELAN04062 | 119.99 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | Web Based Service/Subscriptions | 103041-6366 Web Based Service/Subscriptions | ELAN04062 | 15.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | 3/27-4/26 MCV DIRECT TV SVS | 103041-6366 Web Based Service/Subscriptions | ELAN04062 | 100.99 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | STERILE WATER VIALS | 103043-6399 Other Supplies | ELAN04062 | 207.80 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DNA SWABS, STERILE WATER VIALS | 103043-6399 Other Supplies | ELAN04062 | 685.35 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | STRIKE TEAM SUPPLIES | 103066-6399 Other Supplies | ELAN04062 | 369.71 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | UTILITY TOOL BOXES | 103066-6399 Other Supplies | ELAN04062 | 826.48 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | KNOX BOX SUPPLIES | 103066-6399 Other Supplies | ELAN04062 | 2,030.38 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SECURITY FLASHLIGHTS | 104071-6399 Other Supplies | ELAN04062 | 64.63 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FRONT OFFICE HEATER | 104071-6399 Other Supplies | ELAN04062 | 92.43 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FLAG FOR DELEGATES FROM SPAIN | 103654-6399 Other Supplies | ELAN04062 | 4.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TOP FLAG FOR DELEGATES FROM SH | 103654-6399 Other Supplies | ELAN04062 | 53.82 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SANITIZER, DISINFECTING WIPES | 101514-6399 Other Supplies | ELAN04062 | 114.60 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | EACACUATION MAP | 101514-6399 Other Supplies | ELAN04062 | 197.94 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PICTURE FRAME | 103040-6399 Other Supplies | ELAN04062 | 15.07 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS | ELECTRIC SHOESHINE POLISHERS | 103040-6399 | ELAN04062 | 337.10 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Other Supplies | | | | | | |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | BATTERIES | 103040-6399 Other Supplies | ELAN04062 | 390.58 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MISC SUPPLIES | 103040-6399 Other Supplies | ELAN04062 | 24.98 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MISC SUPPLES | 103040-6399 Other Supplies | ELAN04062 | 27.37 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | CELL PHONE CASES | 103040-6399 Other Supplies | ELAN04062 | 50.61 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SHOE POLISH | 103040-6399 Other Supplies | ELAN04062 | 52.16 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | OLD TOWN CONCERT | 101534-6399 Other Supplies | ELAN04062 | 51.10 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | ICE FOR CITIZENS ACADEMY | 101534-6401 Community Programs | ELAN04062 | 4.30 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | ICE FOR CITIZENS ACADEMY | 101534-6401 Community Programs | ELAN04062 | 8.60 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | WATER FOR CITIZENS ACADEMY | 101534-6401 Community Programs | ELAN04062 | 43.92 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DINNER FOR CITIZENS ACADEMY | 101534-6401 Community Programs | ELAN04062 | 374.23 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SUPPLIES FOR CITIZENS ACADEMY | 101534-6401 Community Programs | ELAN04062 | 242.14 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FOOD FOR CITIZENS ACADEMY | 101534-6401 Community Programs | ELAN04062 | 336.01 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | 7/6 ROTARY MEETING | 103040-6401 Community Programs | ELAN04062 | 9.88 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | 7/27 ROTARY MEETING MEAL | 103040-6401 Community Programs | ELAN04062 | 24.26 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENT V012768 | PPD STICKERS | 103040-6401 Community Programs | ELAN04062 | 249.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | BAG FEE | 104071-6401 Community Programs | ELAN04062 | -0.10 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PARKS EASTER PARTY | 104071-6401 Community Programs | ELAN04062 | 2.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 10.47 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SNACKS FOR KIDS AT SPRING DAY | 104071-6401 Community Programs | ELAN04062 | 55.85 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PARKS SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 56.29 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER CRAFTS FOR PARKS | 104071-6401 Community Programs | ELAN04062 | 18.02 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CRAFT SUPPLIES FOR SPRING DAY | 104071-6401 Community Programs | ELAN04062 | 25.25 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT DECO | 104071-6401 Community Programs | ELAN04062 | 26.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FOOD CRAFT FOR PARKS SPRING FU | 104071-6401 Community Programs | ELAN04062 | 31.96 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT BIKE | 104071-6401 Community Programs | ELAN04062 | 84.05 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 95.48 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 44.60 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 45.70 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT | SPRING DAY CAMP CRAFTS AND ACT | 104071-6401 | ELAN04062 | 52.44 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Community Programs | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 55.25 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DAY CAMP CRAFTS AND ACTIVITIES | 104071-6401 Community Programs | ELAN04062 | 213.51 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SUPPLIES FOR LOVE PLACENTIA | 104071-6401 Community Programs | ELAN04062 | 225.49 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PARKS EASTER PARTY | 104071-6401 Community Programs | ELAN04062 | 58.92 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | CRAFT SUPPLIES FOR SPRING DAY | 104071-6401 Community Programs | ELAN04062 | 72.77 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | GAME FOR KIDS IN SPRING DAY CA | 104071-6401 Community Programs | ELAN04062 | 76.10 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 82.46 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT EVENT | 104071-6401 Community Programs | ELAN04062 | 317.76 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER EGGCITEMENT ENTER. | 104071-6401 Community Programs | ELAN04062 | 735.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SENIOR CENTER SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 113.65 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | PARKS SPRING DAY EVENT | 104071-6401 Community Programs | ELAN04062 | 121.63 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | LET'S DANCE SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 181.55 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | EASTER BASKETS FOR EASTER EGGC | 104071-6401 Community Programs | ELAN04062 | 201.42 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 33.35 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | PARKS EASTER PARTY | 104071-6401 Community Programs | ELAN04062 | 35.82 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 11.01 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | 3/20-4/19 PD MAPPING SVS | 104071-6401 Community Programs | ELAN04062 | 15.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | NS SUPPLIES | 104072-6401 Community Programs | ELAN04062 | 83.76 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 255.21 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PARKS SUPPLIES | 104071-6401 Community Programs | ELAN04062 | 255.52 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TINY TOT SUPPLIES | 104071-6401 / 22401-6401 Community Programs | ELAN04062 | 257.56 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | EASTER EGGCITEMENT ENTER. DEP | 104071-6401 Community Programs | ELAN04062 | 300.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 91.12 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 113.39 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | TINY TOT PRINTING | 104079-6401 / 22401-6401 Community Programs | ELAN04062 | 5.43 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 11.70 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 27.73 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 29.35 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 31.53 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Community Programs | | | | | | |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 34.99 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 0.47 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 40.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 72.03 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 74.46 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 75.40 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 143.47 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SENIOR CENTER SUPPLIES | 104079-6401 Community Programs | ELAN04062 | 163.74 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PAID COUNTY SALES TAX | 103066-6425 County Disbursements | ELAN04062 | 21.47 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | POWER CABLE STRIPS | 109800-6840 Machinery & Equipment | ELAN04062 | 25.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | POWER CABLE STRIPS | 109800-6840 Machinery & Equipment | ELAN04062 | 228.14 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | ELECTRICAL BOX EXTENDER | 109800-6840 Machinery & Equipment | ELAN04062 | 21.44 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FACE MASKS | 105213-6850 Building & Facilities | ELAN04062 | 15.20 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | STORAGE BOXES | 105213-6850 Building & Facilities | ELAN04062 | 100.62 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | STORAGE BOXES | 105213-6850 Building & Facilities | ELAN04062 | 204.68 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MOVING BOXES | 105213-6850 Building & Facilities | ELAN04062 | 896.65 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MOVING BOXES | 105213-6850 Building & Facilities | ELAN04062 | 941.57 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MOVING BOXES | 105213-6850 Building & Facilities | ELAN04062 | 1,136.46 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | MOVING BOXES | 105213-6850 Building & Facilities | ELAN04062 | 100.70 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | STORAGE BOXES, GLOVES | 105213-6850 Building & Facilities | ELAN04062 | 122.31 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | COUNTER TOPS FOR CONF ROOM | 795301-6850 Building & Facilities | ELAN04062 | 901.87 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FAUCET & HANDELS | 795301-6850 Building & Facilities | ELAN04062 | 963.39 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SINK FOR CHIEF'S CONF ROOM | 795301-6850 Building & Facilities | ELAN04062 | 713.62 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | WALKING CHALLENGE WINNER - CW | 09595-6999 Other Expenditure | ELAN04062 | 5,070.08 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DIVIDERS FOR RFP OF NAVIGATION | 784070-6999 Other Expenditure | ELAN04062 | 25.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | WALMART SUBS CR - REFUND | 104071-6044 Credit Card Disputes | ELAN04062 | 14.08 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | RECRUITING SUPPLIES RETURN | 101512-6044 Credit Card Disputes | ELAN04062 | -31.77 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | RECRUITING SUPPLIES | 101512-6044 Credit Card Disputes | ELAN04062 | 31.77 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS | FD SNACK PROGRAM ITEMS | 103040-6052 | ELAN04062 | 85.28 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| | V012768 | | Common Area Supplies | | | | | | |
| MW OH | ELAN CORPORATE PAYMENT V012768 | COFFEE SUPPLIES | 109595-6052 Common Area Supplies | ELAN04062 | 42.27 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | WATER | 109595-6052 Common Area Supplies | ELAN04062 | 44.34 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | COFFEE SUPPLIES | 109595-6052 Common Area Supplies | ELAN04062 | 96.30 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | WATER & COFFEE | 109595-6052 Common Area Supplies | ELAN04062 | 103.88 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH/CITY SNACK PROGRAM | 109595-6052 Common Area Supplies | ELAN04062 | 240.62 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | ICE | 104071-6053 City Events | ELAN04062 | 34.71 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | SUPPLIES FOR PARK RIBBON EVENT | 104071-6053 City Events | ELAN04062 | 324.49 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | FOOD ARROYO RIBBON CUTTING | 104071-6053 City Events | ELAN04062 | 437.30 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH APPRECIATION ITEMS | 101515-6053 City Events | ELAN04062 | 47.61 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH APPRECIATION ITEMS | 101515-6053 City Events | ELAN04062 | 56.50 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH APPRECIATION MEAL | 101515-6053 City Events | ELAN04062 | 72.36 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH APPRECIATION ITEMS | 101515-6053 City Events | ELAN04062 | 85.09 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH APPRECIATION ITEMS | 101515-6053 City Events | ELAN04062 | 9.78 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENT V012768 | DISPATCH APPRECIATION MEAL | 101515-6053 City Events | ELAN04062 | 91.33 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | ELAN CORPORATE PAYMENTS V012768 | DISPATCH APPRECIATION ITEMS | 101515-6053 City Events | ELAN04062 | 10.65 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | HEALTH & WELLNESS INCENTIVE | 101515-6053 City Events | ELAN04062 | 22.83 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | RECRUITMENT CAREER FAIR FEE | 101515-6054 Recruitment Exp | ELAN04062 | 100.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | RECRUITING SUPPLIES | 101512-6054 Recruitment Exp | ELAN04062 | 51.49 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | FD LAT/GRAD/TRAIN PANEL LUNCH | 101512-6054 Recruitment Exp | ELAN04062 | 66.88 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | SMALL WATERS FOR INTERVIEWEES | 101512-6054 Recruitment Exp | ELAN04062 | 12.48 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | DISPATCHER PANEL LUNCH | 101512-6054 Recruitment Exp | ELAN04062 | 70.79 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | REFUND FOR JOB POSTING | 104071-6054 Recruitment Exp | ELAN04062 | -125.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | PARKING FOR JOB FAIR | 104071-6054 Recruitment Exp | ELAN04062 | 2.00 | MARCH 2024 | | 00018858 | 07/10/2024 |
| MW OH | ELAN CORPORATE PAYMENTS V012768 | EMPLOYEE SCHEDULING PROGRAM | 104070-6099 Professional Services | ELAN04062 | 193.98 | MARCH 2024 | | 00018858 | 07/10/2024 |

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| MW OH | AXON ENTERPRISES INC V011762 | FY24/25 DRONE LICENSE | 103041-6136 Software Maintenance | AP070224 | 1,998.96 | INUS257020 | | 00131590 | 07/03/2024 |
| | | | | Check Total: | 1,998.96 | | | | |
| MW OH | CITY CLERKS ASSOCIATION V000197 | 2024/25 MEMBERSHIP - C. WAYMAN | 101002-6255 Dues & Memberships | AP070224 | 250.00 | 300003409 | | 00131591 | 07/03/2024 |
| | | | | Check Total: | 250.00 | | | | |
| MW OH | INSIGHT PUBLIC SECTOR INC V012729 | MICROSOFT OFFICE PROF - RENEW | 101523-6136 Software Maintenance | AP070224 | 2,183.40 | 1101172861 | | 00131592 | 07/03/2024 |
| | | | | Check Total: | 2,183.40 | | | | |
| MW OH | MACCUBBIN, MICHAEL V007311 | PD TRAINING MEALS, MILEAGE | 213041-6250 Staff Training | AP070224 | 260.53 | MAC70124 | | 00131593 | 07/03/2024 |
| | | | | Check Total: | 260.53 | | | | |
| MW OH | MARTINEZ, JOHN V010060 | PD TRAINING MEALS, MILEAGE | 213041-6250 Staff Training | AP070224 | 34.04 | MARTINEZ7124 | | 00131594 | 07/03/2024 |
| | | | | Check Total: | 34.04 | | | | |
| MW OH | QUADIENT INC V012611 | JUL - PARCEL PENDING | 103654-6301 Special Department Expenses | AP070224 | 136.86 | 61089791 | | 00131595 | 07/03/2024 |
| | | | | Check Total: | 136.86 | | | | |
| MW OH | ROTARY CLUB OF V003446 | Q3 MEMBERSHIP - KRAHLING | 103040-6255 Dues & Memberships | AP070224 | 90.00 | 5876 | | 00131596 | 07/03/2024 |
| | | | | Check Total: | 90.00 | | | | |
| MW OH | SAN BERNARDINO COUNTY V005772 | PD TRAINING REGISTRATION | 213041-6250 Staff Training | AP070224 | 100.00 | SBSD7124 | | 00131597 | 07/03/2024 |
| | | | | Check Total: | 100.00 | | | | |
| | | | | Type Total: | 5,053.79 | | | | |
| | | | | Check Total: | 5,053.79 | | | | |



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 16, 2024

SUBJECT: **ANNUAL MILITARY EQUIPMENT REPORT PER CA ASSEMBLY BILL NO. 481**

FISCAL
IMPACT: **NONE**

SUMMARY:

On September 30, 2021, Governor Newsom approved Assembly Bill 481. The Bill requires law enforcement agencies to obtain approval from the applicable governing body (City Council), by adoption of a military equipment use policy, as specified by ordinance at a regular meeting prior to taking certain actions relating to the funding, acquisition, or use of military equipment.

On May 17, 2022, the City Council for the City of Placentia adopted Ordinance O-2022-03 adopting a Military Equipment Use Policy governing the law enforcement's use of items that are deemed "military equipment" under AB 481. Since then, Placentia Police Department (PPD) has successfully maintained the military equipment in accordance with the policy. Government Code section 7072(a) requires the Police Department submit to the City Council an annual report that includes:

- A summary of how the military equipment was used and the purpose of its use.
- A summary of any complaints or concerns received concerning the military equipment.
- The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response.
- The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs.
- The quantity possessed for each type of military equipment.
- If the Department intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

Within 30 days of submitting and publicly releasing an annual military equipment report pursuant to this section, the law enforcement agency shall hold at least one well publicized and conveniently located community engagement meeting, at which the general public may discuss and ask questions regarding the annual military equipment report and the law enforcement agency's funding, acquisition, or use of military equipment.

On June 22, 2024, the Police Department hosted a community engagement meeting at Starbucks. Designated personnel were at a table to provide community members the opportunity to comment on, discuss, and ask questions regarding the annual report. There were

1.d.

July 16, 2024

no community members that had questions or comments regarding the annual military report. The policy and Annual Report are attached with this Staff Report.

RECOMMENDATION:

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

1. Receive and file the annual Military Equipment Report per CA Assembly Bill No. 481; and
2. Adopt Resolution R-2024-53, A Resolution of the City Council of the City of Placentia, California, renewing its Military Equipment Use Policy and Ordinance O-2022-03.

DISCUSSION:

AB 481 requires annual approval of use, reporting, and oversight in purchasing and maintaining items deemed “military equipment.”

The term “military equipment,” as used in AB 481, does not necessarily indicate equipment used by the military. Items deemed to be “military equipment” include, but are not limited to, unmanned aerial or ground vehicles, armored vehicles, command and control vehicles, pepper ball launchers, less lethal shotguns, less lethal 40mm projectile launchers, long range acoustic devices, and flashbangs. The list of items considered “military equipment” by AB 481 are employed by many law enforcement agencies across the country as best practices to enhance citizen and officer safety.

The intent of the annual community engagement meeting was to provide local transparency on all department equipment deemed “military equipment.” Comments and concerns shared by community participants are intended to be shared with the council as part of their decision making and annual approval process. The community engagement meeting for AB 481 was advertised in the Placentia City Weekly and on the Placentia Police Department’s website. The meeting was held at Coffee with a Cop (Starbucks) on June 22, 2024, at 9:00 A.M. Designated personnel were at a table to provide community members the opportunity to comment on, discuss, and ask questions regarding the annual report. There were no community members that had questions or comments regarding the annual military report.

Submitted by:



Chris Anderson
Administrative Lieutenant

Reviewed and approved:



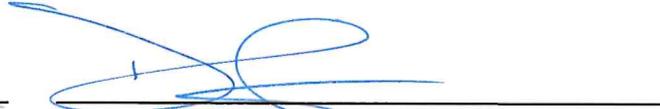
Brad Butts
Chief of Police

Reviewed and approved:



Christian Bettenhausen
City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. PPD Military Equipment Use Policy No. 710 / Military Equipment Inventory Annual Report
2. Resolution R-2024-53.

PLACENTIA

POLICE DEPARTMENT

POLICY 710

Military Equipment

710.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidelines for the approval, acquisition, and reporting requirements of military equipment (Government Code § 7070; Government Code § 7071; Government Code § 7072).

710.1.1 DEFINITIONS

Definitions related to this policy include (Government Code § 7070):

Governing body – The elected or appointed body that oversees the Placentia Police Department.

Military equipment – Includes but is not limited to the following:

- Unmanned, remotely piloted, powered aerial or ground vehicles.
 - Mine-resistant ambush-protected (MRAP) vehicles or armored personnel carriers.
 - High mobility multipurpose wheeled vehicles (HMMWV), two-and-one-half-ton trucks, five-ton trucks, or wheeled vehicles that have a breaching or entry apparatus attached.
 - Tracked armored vehicles that provide ballistic protection to their occupants.
 - Command and control vehicles that are either built or modified to facilitate the operational control and direction of public safety units.
 - Weaponized aircraft, vessels, or vehicles of any kind.
 - Battering rams, slugs, and breaching apparatuses that are explosive in nature. This does not include a handheld, one-person ram.
 - Firearms and ammunition of .50 caliber or greater, excluding standard-issue shotguns and standard-issue shotgun ammunition.
 - Specialized firearms and ammunition of less than .50 caliber, including firearms and accessories identified as assault weapons in Penal Code § 30510 and Penal Code § 30515, with the exception of standard-issue firearms.
-

- Any firearm or firearm accessory that is designed to launch explosive projectiles.
- Noise-flash diversionary devices and explosive breaching tools.
- Munitions containing tear gas or OC, excluding standard, service-issued handheld pepper spray.
- TASER® Shockwave, microwave weapons, water cannons, and long-range acoustic devices (LRADs).
- Kinetic energy weapons and munitions.
- Any other equipment as determined by a governing body or a state agency to require additional oversight.

710.2 POLICY

It is the policy of the Placentia Police Department that members of this Department comply with the provisions of Government Code § 7071 with respect to military equipment.

710.3 MILITARY EQUIPMENT COORDINATOR

The Chief of Police should designate a member of this Department to act as the military equipment coordinator. The responsibilities of the military equipment coordinator include but are not limited to:

- (a) Acting as liaison to the governing body for matters related to the requirements of this policy.
 - (b) Identifying Department equipment that qualifies as military equipment in the current possession of the Department, or the equipment the Department intends to acquire that requires approval by the governing body.
 - (c) Conducting an inventory of all military equipment at least annually.
 - (d) Collaborating with any allied agency that may use military equipment within the jurisdiction of Placentia Police Department (Government Code § 7071).
 - (e) Preparing for, scheduling, and coordinating the annual community engagement meeting to include:
 1. Publicizing the details of the meeting.
 2. Preparing for public questions regarding the Department's funding, acquisition, and use of equipment.
 - (f) Preparing the annual military equipment report for submission to the Chief of Police and ensuring that the report is made available on the Department website (Government Code § 7072).
-

- (g) Establishing the procedure for a person to register a complaint or concern, or how that person may submit a question about the use of a type of military equipment, and how the Department will respond in a timely manner.

710.4 MILITARY EQUIPMENT INVENTORY

The following constitutes a list of qualifying equipment for the Placentia Police Department:

See attachment A.

710.5 APPROVAL

The Chief of Police or the authorized designee shall obtain approval from the governing body by way of an ordinance adopting the military equipment policy. As part of the approval process, the Chief of Police or the authorized designee shall ensure the proposed military equipment policy is submitted to the governing body and is available on the Department website at least 30 days prior to any public hearing concerning the military equipment at issue (Government Code § 7071). The military equipment policy must be approved by the governing body prior to engaging in any of the following (Government Code § 7071):

- (a) Requesting military equipment made available pursuant to 10 USC § 2576a.
- (b) Seeking funds for military equipment, including but not limited to applying for a grant, soliciting or accepting private, local, state, or federal funds, in-kind donations, or other donations or transfers.
- (c) Acquiring military equipment either permanently or temporarily, including by borrowing or leasing.
- (d) Collaborating with another law enforcement agency in the deployment or other use of military equipment within the jurisdiction of this Department.
- (e) Using any new or existing military equipment for a purpose, in a manner, or by a person not previously approved by the governing body.
- (f) Soliciting or responding to a proposal for, or entering into an agreement with, any other person or entity to seek funds for, apply to receive, acquire, use, or collaborate in the use of military equipment.
- (g) Acquiring military equipment through any means not provided above.

710.6 COORDINATION WITH OTHER JURISDICTIONS

Military equipment deployed or used by any member of this jurisdiction shall be approved for use and in accordance with this Department policy. Any military equipment that is

deployed or used by other jurisdictions that are providing mutual aid to this jurisdiction shall comply with their respective military equipment use policies. Situations may arise where Placentia Police Department may deploy or use military equipment owned by other law enforcement agencies, in these situations, Placentia Police Department is authorized to deploy or use a different agency's military equipment as authorized in Section 710.4 of this policy.

The Placentia Police Department hereby adopts the military equipment use policy as is approved and may be amended from time to time, under Government Code § 7070 et seq., for jurisdictions that the Placentia Police Department may engage with to provide mutual aid. This section is in no way a limitation to the ability of the Placentia Police Department to deploy or use the military equipment of another jurisdiction.

710.7 ANNUAL REPORT

Upon approval of a military equipment policy, the Chief of Police or the authorized designee should submit a military equipment report to the governing body for each type of military equipment approved within one year of approval, and annually thereafter for as long as the military equipment is available for use (Government Code § 7072).

The Chief of Police or the authorized designee should also make each annual military equipment report available on the Department website for as long as the military equipment is available for use. The report shall include all information required by Government Code § 7072 for the preceding calendar year for each type of military equipment in Department inventory.

710.8 COMMUNITY ENGAGEMENT

Within 30 days of submitting and publicly releasing the annual report, the Department shall hold at least one well-publicized and conveniently located community engagement meeting, at which the Department should discuss the report and respond to public questions regarding the funding, acquisition, or use of military equipment.

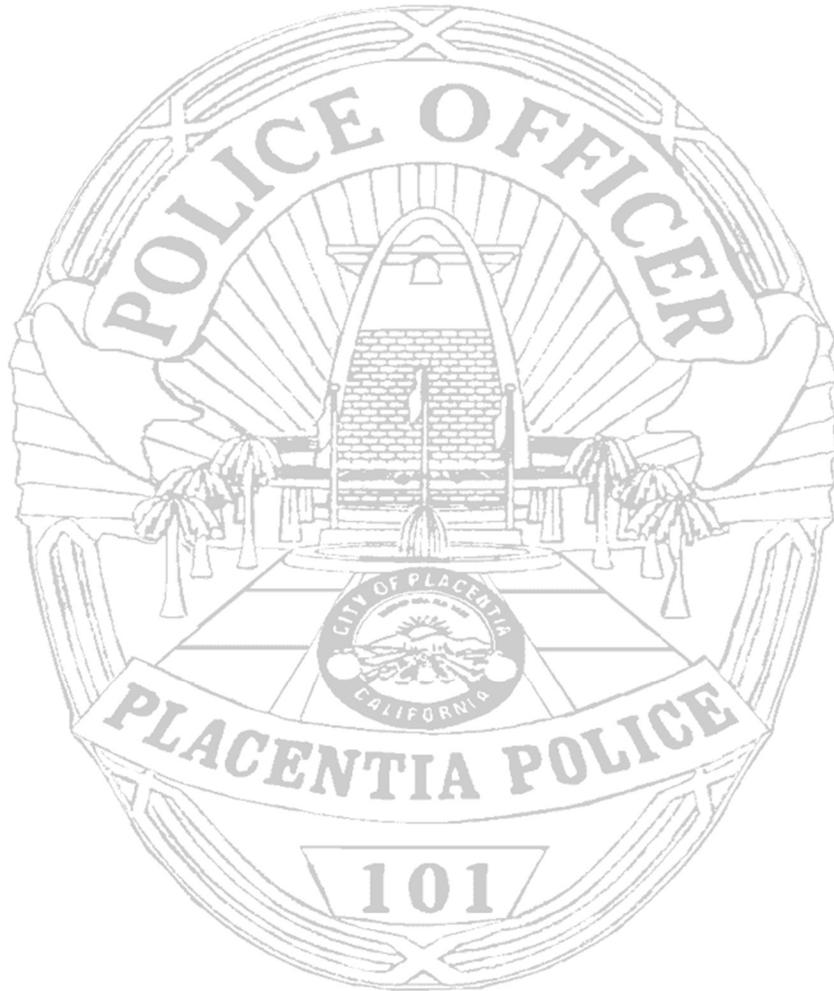
710.9 COMPLIANCE PROCEDURE

This procedure is to ensure compliance with the military equipment use policy. All complaints, concerns, or questions submitted regarding this policy will be handled pursuant to the Department's normal complaint process and handled in a timely manner.

PLACENTIA

POLICE DEPARTMENT

2023 ANNUAL MILITARY EQUIPMENT REPORT



ATTACHMENTS

ATTACHMENT A

The department prides itself in the substantial and ongoing training that the department provides to its employees on a range of matters including use of force, engagement tactics, proper use of equipment including the equipment declared to be "military equipment" under AB 481 (Gov't Code 7070 et seq.). Throughout this report, when \$0 is listed for costs incurred, that means that the department did not incur any additional expenses beyond that which the department would have expended if did not authorize the use of the "military equipment" at issue, and not that employees have not been trained in the use of equipment.

(a) LENCO BEARCAT

1. **Purpose of Equipment:** The Lenco Bearcat is used as a mobile shield for officers to conduct rescue and tactical operations safely. It allows officers to conduct these operations from a safer and more tactically sound position, which can assist in the de-escalation and the peaceful resolve of a critical incident.
 2. **Use of Equipment in 2023:** The Lenco Bearcat was used to transport swat operators during operations/training.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$1,000
 - a. **Acquisition:** None
 - b. **Personnel:** None
 - c. **Training:** Approximately \$1,000 spread out through the year for NCS Operators to receive familiarization training.
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
 6. **Quantity Currently Possessed:** 2 - One Bearcat is owned and maintained by the Fullerton Police Department and the second is owned and maintained by the La Habra Police Department. Both Bearcats are used by North County SWAT, which operates in Placentia.
 7. **2024 Acquisition Plans / Source of Funding:** None
-

(b) **MOBILE COMMAND POST VEHICLE (MCV)**

1. **Purpose of Equipment:** The mobile command vehicle was used during public events and critical incidents. The mobile command vehicle is a vehicle based mobile office that provides shelter and access to department computer systems during extended events.
2. **How the Equipment was used in 2023:** The MCV was used for the Heritage Day Parade as the Command Post.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$5,000
 - a. **Acquisition:** None
 - b. **Personnel:** None
 - c. **Training:** None
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** \$5,000 for repairs.
6. **Quantity Currently Possessed:** 1
7. **2024 Acquisition Plans / Source of Funding:** None

(c) **REMINGTON 870 SHOTGUN, MODIFIED WITH A BREACHING BARREL**

1. **Purpose of Equipment:** It is used to breach locked doors, which allows SWAT operators to enter fortified locations and rescues victims, apprehend wanted suspects and secure evidence.
 2. **How the Equipment was used in 2023:** This was not used in 2023.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$0
 - a. **Acquisition:** None
-

- b. Personnel: None
 - c. Training: None
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed**: 1
7. **2024 Acquisition Plans / Source of Funding**: None

(d) **ROYAL ARMS TACTICAL ENTRY SAFE CLAYVON BREACHING SHOTGUN ROUNDS**

- 1. **Purpose of equipment**: This is a round that is fired from a breaching shotgun and is used to disable deadbolts, locks and hinges, which allows operators to enter fortified locations and rescues victims, apprehend wanted suspects and secure evidence.
 - 2. **How the equipment was used in 2023**: This was not used in 2023.
 - 3. **Concerns and Complaints Received**: None
 - 4. **Internal Audit Results and Response**: Completed
 - 5. **Total Annual Cost**: \$0
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: None
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
 - 6. **Quantity Currently Possessed**: 39
 - 7. **2024 Acquisition Plans / Source of Funding**: None
-

(e) **KINETIC BREACHING TOOL (KBT) MODEL 3-100**

1. **Purpose of Equipment:** This tool is currently not owned or used by the Placentia Police Department. It is anticipated this tool may be used or purchased by the Placentia Police Department in the future. The tool's purpose is to breach locked doors, which allows operators to enter fortified locations and rescues victims, apprehend wanted suspects and secure evidence.
2. **How the Equipment was used in 2023:** N/A
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$12,600 (anticipated)
 - a. **Acquisition:** Up to \$12,000 (anticipated)
 - b. **Personnel:** \$500 a year in training time for NCS Operators (anticipated).
 - c. **Training:** \$100 a year for munitions (anticipated).
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 0
7. **2024 Acquisition Plans / Source of Funding:** One KBT is being sought for the next fiscal year. The funding source would be from the general fund.

(f) **SIG SAUER MCX RIFLE, 5.56MM, 11.5" BARREL**

1. **Purpose of Equipment:** This tool enables officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats who are heavily armed, armored or both. In both short and long-distance deployments, they allow officers precise shot placement minimizing the risk to officers and innocent citizens.
-

2. **How the Equipment was used in 2023:** The MCX rifle was deployed multiple times during high-risk encounters where armed resistance was anticipated. Although deployed, the MCX rifle was not discharged outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$14,750
 - a. **Acquisition:** None
 - b. **Personnel:** \$5,000 a year in training time for Officers.
 - c. **Training:** \$7,000 a year for munitions.
 - d. **Transportation:** None
 - e. **Maintenance:** \$2,700 was spent to replace/upgrade broken and worn-out suppressors. \$50 for cleaning supplies.
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 50
7. **2024 Acquisition Plans / Source of Funding:** None

(g) **COLT, AR-15 A3, 16.1" BARREL**

1. **Purpose of Equipment:** This tool enables officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats who are heavily armed, armored or both. In both short and long-distance deployments, they allow officers precise shot placement minimizing the risk to officers and innocent citizens.
 2. **How the Equipment was used in 2023:** The Colt rifle was deployed multiple times during high-risk encounters where armed resistance was anticipated. Although deployed, the Colt rifle was not discharged outside of a training environment.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
-

5. **Total Annual Cost:** \$550
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$500
 - d. Transportation: None
 - e. Maintenance: \$50 for cleaning supplies.
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 10
7. **2024 Acquisition Plans / Source of Funding:** None

(h) **COLT, MODEL M4, 5.56, 10.5" BARREL**

1. **Purpose of Equipment:** The Colt M4 is primarily used as a force-on-force training tool with the use of marking cartridges. It is also kept in operational condition to be used as a spare rifle if an officer's Sig MCX rifle becomes damaged, inoperable, or current stock cannot fill the quantity of rifles needed. Outside of training, this tool enables officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats who are heavily armed, armored or both. In both short and long-distance deployments, they allow officers precise shot placement minimizing the risk to officers and innocent citizens.
 2. **How the Equipment was used in 2023:** The Colt M4 was not deployed outside of a training environment.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$50
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: None
 - d. Transportation: None
-

- e. Maintenance: \$50 for cleaning supplies.
- f. Storage: None
- g. Upgrade: None
- h. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 8
- 7. **2024 Acquisition Plans / Source of Funding**: None

(i) **REMINGTON 700 BOLT ACTION .308 CAL RIFLE**:

- 1. **Purpose of Equipment**: Sniper rifles enable officers, when in compliance with the Placentia Police Department's Use of Force Policy, to address medium to long distance threats, or those threats who are heavily armed, armored or both. They allow officers precision shot placement, minimizing the risk to officers and innocent citizens.
 - 2. **How the Equipment was used in 2023**: The Remington 700 rifle was deployed multiple times during high-risk encounters where armed resistance was anticipated. Although deployed, the Remington 700 rifle was not discharged outside of a training environment.
 - 3. **Concerns and Complaints Received**: None
 - 4. **Internal Audit Results and Response**: Completed
 - 5. **Total Annual Cost**: \$6,050
 - i. Acquisition: None
 - j. Personnel: \$5,000 a year in training time for certified SWAT Snipers.
 - k. Training: \$1,000 a year for munitions.
 - l. Transportation: None
 - m. Maintenance: \$50 for cleaning supplies.
 - n. Storage: None
 - o. Upgrade: None
 - p. Other ongoing costs: None
 - 6. **Quantity Currently Possessed**: 2
 - 7. **2024 Acquisition Plans / Source of Funding**: None
-

(j) **DEFENSE TECHNOLOGY #25, TACTICAL DIVERSIONARY DISTRACTION DEVICE**

1. **Purpose of Equipment:** Outside of a training environment, the Defense Technology #25 Noise Flash Diversionary Device (NFDD) has been used by NCS to disorient or divert a suspect's attention away from SWAT Officers. It has also been used as a signaling tool to assist in safely initiating communications with suspects. The purpose of an NFDD is to distract dangerous suspects during assaults, hostage rescue, room entry or other high-risk arrest situations. It produces atmospheric overpressure and brilliant white light, which can cause short-term (6-8 seconds) physiological/psychological sensory deprivation to give officers a tactical advantage.
2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$500
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$500 for training NCS Operators
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 46
7. **2024 Acquisition Plans Source of Funding:** None

(k) **DEFENSE TECHNOLOGY, FLAMELESS TRI-CHAMBER CS GRENADE**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or
-

combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment..
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$500
 - a. **Acquisition:** None
 - b. **Personnel:** None
 - c. **Training:** \$500 for training NCS Operators
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 2
7. **2024 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(I) **DEFENSE TECHNOLOGY SPEDE-HEAT CS GRENADE**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
-

5. **Total Annual Cost:** \$500
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$500 for training NCS Operators
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed:** 6
7. **2024 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(m) **DEFENSE TECHNOLOGY, OC VAPOR AEROSOL GRENADE**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$500
 - a. Acquisition: \$0
 - b. Personnel: None
 - c. Training: \$500 for training NCS Operators
 - d. Transportation: None
 - e. Maintenance: None
-

- f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed**: 9
7. **2024 Acquisition Plans / Source of Funding**: Replenish stock (5). The funding source would be from the general fund.

(n) **DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING CS CANISTER**

1. **Purpose of Equipment**: The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2023**: This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received**: None
4. **Internal Audit Results and Response**: Completed
5. **Total Annual Cost**: \$500
- a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$500 for training NCS Operators
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed**: 0
7. **2024 Acquisition Plans / Source of Funding**: Replenish stock (5). The funding source would be from the general fund.
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(o) **DEFENSE TECHNOLOGY, TRIPLE-CHASER SEPARATING OC CANISTER**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$500
 - a. **Acquisition:** None
 - b. **Personnel:** None
 - c. **Training:** \$500 for training NCS Operators
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 0
7. **2024 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(p) **DEFENSE TECHNOLOGY, POCKET TACTICAL CS CANISTER**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents;
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circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.

2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$500
 - a. **Acquisition:** None
 - b. **Personnel:** None
 - c. **Training:** \$500 for training NCS Operators
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 5
7. **2024 Acquisition Plans / Source of Funding:** Replenish stock (5). The funding source would be from the general fund.

(q) **DEFENSE TECHNOLOGY, SMOKE CANISTER**

1. **Purpose of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 2. **How the Equipment was used in 2023:** This was not used in 2023.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$0
-

- a. Acquisition: None
 - b. Personnel: None
 - c. Training: None
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed**: 4
7. **2024 Acquisition Plans / Source of Funding**: None

(r) **COMBINED TACTICAL SYSTEMS 5230B BAFFLE RIOT CS SMOKE**

- 1. **Use of Equipment**: The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 - 2. **How the Equipment was used in 2023**: This equipment was not deployed outside of a training environment.
 - 3. **Concerns and Complaints Received**: None
 - 4. **Internal Audit Results and Response**: None
 - 5. **Total Annual Cost**: \$1000
 - i. Acquisition: \$500
 - j. Personnel: None
 - k. Training: \$500 for training NCS Operators
 - l. Transportation: None
 - m. Maintenance: None
 - n. Storage: None
 - o. Upgrade: None
-

- p. Other ongoing costs: None
- 6. **Quantity:** 15
- 7. **Future Acquisition Plans:** Replenish stock used during critical incidents and training.

(s) **FTC PEPPERBALL LAUNCHER**

- 1. **Purpose of Equipment:** The purpose of this tool is to provide a less than lethal force option and limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 - 2. **How the Equipment was used in 2023:** The Pepperball Launcher was deployed on NCS Callouts as a less than lethal force option and de-escalation tool. It was also used in a training environment to build officer's skills and familiarity in the tool.
 - 3. **Concerns and Complaints Received:** None
 - 4. **Internal Audit Results and Response:** Completed
 - 5. **Total Annual Cost:** \$5000
 - a. Acquisition: None
 - b. Personnel: \$15,000 P.O.S.T. Less Lethal Training to meet the requirements of AB 48, as well as complete annual training and qualifications.
 - c. Training: \$1,000 of PPD personnel to meet the requirements of AB 48, as well as complete annual training and qualifications.
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs:
 - 6. **Quantity Currently Possessed:** 3
-

7. **2024 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(t) **PEPPERBALL LIVE-X PROJECTILES (Munitions for Pepperball)**

1. **Purpose of Equipment:** Munitions for pepperball launcher.
2. **How the Equipment was used in 2023:** The Pepperball Launcher was deployed on NCS Callouts as a less than lethal force option and de-escalation tool. It was also used in a training environment to build officer's skills and familiarity in the tool.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$6,500
 - a. **Acquisition:** \$6,000 to replenish stock
 - b. **Personnel:** None
 - c. **Training:** \$500 for training of personnel
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 500
7. **2024 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(u) **PEPPERBALL INERT PROJECTILES (Munitions for Pepperball)**

1. **Purpose of Equipment:** Munitions for pepperball launcher.
 2. **How the Equipment was used in 2023:** The Pepperball Launcher was deployed on NCS Callouts as a less than lethal force option and de-escalation tool. It was also used in a training environment to build officer's skills and familiarity in the tool.
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3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** Completed
5. **Total Annual Cost:** \$1,000
 - a. **Acquisition:** \$500
 - b. **Personnel:** None
 - c. **Training:** \$500 for training of personnel
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity Currently Possessed:** 500
7. **2024 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(v) **AARDVARK LRAD 100X PORTABLE HAILING SYSTEM**

1. **Purpose of Equipment:** The LRAD system has been used to initiate communications with wanted and dangerous suspects during critical incidents. The purpose of this tool is to provide clear communications to persons of interest. This tool provides officers with the ability to communicate with potentially dangerous subjects from safe and tactically sound positions. It is a de-escalation tool which is often used to obtain the peaceful surrender of wanted persons. It can also be used as a public address system during civil emergencies, natural disasters, evacuations, and other police incidents.
 2. **How the Equipment was used in 2023:** The LRAD was deployed on North County SWAT Callouts and was used during training.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$500
 - a. **Acquisition:** None
-

- b. Personnel: None
 - c. Training: \$500 for training NCS Operators
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
6. **Quantity Currently Possessed**: 1-The LRAD is owned and maintained by the Brea Police Department and used by North County SWAT, which operates in Placentia.
7. **2024 Acquisition Plans / Source of Funding**: None

(w) **DEFENSE TECHNOLOGY LMT 40MM SINGLE SHOT LAUNCHER**

- 1. **Purpose of Equipment**: The 40mm Launcher is a less than lethal force option and de-escalation tool. The purpose of this tool is to provide a less than lethal force option and limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 - 2. **How the Equipment was used in 2023**: The 40mm Launcher was deployed multiple times during high-risk encounters where the potential for a violent encounter was anticipated. The 40mm Launcher was discharged on a single incident this year to apprehend a violent, felonious subject.
 - 3. **Concerns and Complaints Received**: None
 - 4. **Internal Audit Results and Response**: Completed
 - 5. **Total Annual Cost**: \$1,000
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$1,000 for training Officers
-

- d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
- 6. **Quantity Currently Possessed**: 8
 - 7. **2024 Acquisition Plans / Source of Funding**: Replenish munitions used during critical incidents and training. The funding source would be from the general fund.
- (x) **DEFENSE TECHNOLOGY, 40MM EXACT IMPACT SPONGE (Round)**
- 1. **Purpose of Equipment**: Sponge round for 40MM.
 - 2. **How the equipment was used in 2023**: The 40mm Launcher was deployed multiple times during high-risk encounters where the potential for a violent encounter was anticipated. The 40mm Exact Impact sponge round was discharged on a single incident this year to apprehend a violent, felonious subject.
 - 3. **Concerns and Complaints Received**: None
 - 4. **Internal Audit Results and Response**: Completed
 - 5. **Total Annual Cost**: \$1,000
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$1,000 for training Officers
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
 - 6. **Quantity Currently Possessed**: 150
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7. **2024 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.

(y) **REMINGTON 870 12 GAUGE LESS LETHAL SHOTGUN**

1. **Purpose of Equipment:** The purpose of this tool is to provide a less than lethal force option and limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include, but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
 2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
 3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$500
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: \$500 for training NCS Operators
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: None
 6. **Quantity Currently Possessed:** 1
 7. **2024 Acquisition Plans / Source of Funding:** Replenish munitions used during critical incidents and training. The funding source would be from the general fund.
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(z) **REMINGTON 870 12 GAUGE WITH CTS LC5 LAUNCHING CUP**

1. **Use of Equipment:** The purpose of this tool is to limit the escalation of conflict where employment of lethal force is prohibited or undesirable. Situations for use of the less lethal weapon systems may include but are not limited to: self-destructive, dangerous and/or combative individuals; riot/crowd control and civil unrest incidents; circumstances where a tactical advantage can be obtained; potentially vicious animals; training exercises or approved demonstrations.
2. **How the Equipment was used in 2023:** This equipment was not deployed outside of a training environment.
3. **Concerns and Complaints Received:** None
4. **Internal Audit Results and Response:** None
5. **Total Annual Cost:** \$0
 - a. **Acquisition:** None
 - b. **Personnel:** None
 - c. **Training:** \$500 for training for SWAT Operators.
 - d. **Transportation:** None
 - e. **Maintenance:** None
 - f. **Storage:** None
 - g. **Upgrade:** None
 - h. **Other ongoing costs:** None
6. **Quantity:** 1
7. **2024 Acquisition Plans / Source of Funding:** None

(aa) **SKYDIO X2E UNMANNED AERIAL SYSTEMS (UAS)**

1. **Purpose of Equipment:** The UAS is deployed when it's view would assist officers or incident commanders with major traffic collision investigations and crime scenes, search for missing persons and rescue events, natural disaster management, search for wanted suspects, SWAT operations, fire services and life preservation missions.
 2. **How the Equipment was used in 2023:** This equipment was used outdoors on perimeters to assist in locating wanted suspects.
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3. **Concerns and Complaints Received:** None
 4. **Internal Audit Results and Response:** Completed
 5. **Total Annual Cost:** \$6,403.18
 - a. Acquisition: None
 - b. Personnel: None
 - c. Training: None
 - d. Transportation: None
 - e. Maintenance: None
 - f. Storage: None
 - g. Upgrade: None
 - h. Other ongoing costs: \$6,403.18 Axon Air / 3D Scan
 6. **Quantity Currently Possessed:** 1
 7. **2024 Acquisition Plans / Source of Funding:** Two indoor drones are being sought for the next fiscal year. The funding source would be from the general fund.
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RESOLUTION NO. 2024-53

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, RENEWING ITS MILITARY
EQUIPMENT USE POLICY**

A. Recitals

WHEREAS, on September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481 (“AB 481”), adding Chapter 12.8, “Funding, Acquisition and Use of Military Equipment”, to Division 7 of Title 1 of the Government Code (sections 7070 – 7075), relating to the use of military equipment by California law enforcement agencies; and

WHEREAS, AB 481 seeks to provide transparency, oversight, and an opportunity for meaningful public input on decisions regarding whether and how military equipment is funded, acquired, or used; and

WHEREAS, AB 481 requires, inter alia, the Police Department submit to the City Council an annual military equipment report for each type of military equipment approved by the City Council; and

WHEREAS, the City Council shall review its Ordinance approving the funding, acquisition, or use of military equipment at least annually and vote on whether to renew the Ordinance at a regular meeting; and

WHEREAS, the City Council shall determine, based on the annual military equipment report submitted, whether each type of military equipment identified in that report has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council has reviewed the annual military report submitted by the Police Department and determined the military equipment has complied with the standards for approval set forth in its Ordinance; and

WHEREAS, the City Council voted to renew Ordinance No. O-2022-03 by resolution of the City Council set forth below.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

1. The facts set forth in the Recitals, Part A of this Resolution, are true and correct and incorporated herein by reference.

2. City of Placentia Ordinance No. O-2022-03 is hereby renewed.

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

APPROVED and ADOPTED this 16th day of July 2024.

Jeremy Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 16th day of July 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: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 16, 2024

SUBJECT: **AMENDMENT NO. 2 TO THE MAINTENANCE SERVICES AGREEMENT WITH TEAM ONE MANAGEMENT INC. FOR PARK RESTROOM JANITORIAL SERVICES**

FISCAL
IMPACT: EXPENSE: \$ 87,297 ANNUAL CONTRACT AMOUNT
BUDGETED: \$ 87,297 (104055-6130)

SUMMARY:

On May 13, 2021, the City Council awarded a Maintenance Services Agreement to Team One Management for park restroom janitorial services. The agreement was for an initial contract term of (3) years for a not to exceed amount of \$213,525, with the option to extend the term of the agreement for one (1) additional two-year term. The City Administrator was granted approval and signing authority for changes up to 10% or, \$21,352.50. When a new restroom facility was opened, the contract was amended on July 1, 2021, for an additional cost of \$20,800 for the remaining term of the contract.

Currently, the contract is set to expire on July 31, 2024; however, the City has the option to extend the agreement for one (1) additional two-year term based on contractor performance and at the discretion of the City. Staff recommends the City Council exercise the option to extend Team One's contract for an additional one (1) two-year term extension with an expiration date of July 31, 2026. Additionally, as part of Amendment No. 2, Staff recommends increasing the yearly contract amount approved in Amendment No. 1 by \$522.00 per year, based on inflation rates for service.

The recommended actions will approve Amendment No. 2 to the Maintenance Services Agreement with Team One Management Inc. for park restroom janitorial services for a cumulative not-to-exceed amount of \$174,594 for (2) two additional years for the period of Fiscal Year 2024-25 to 2025-26.

1.e.
July 16, 2024

RECOMMENDATION:

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

1. Approve Amendment No. 2 to the Maintenance Services Agreement with Team One Management Inc. for park restroom janitorial services for an additional one (1) two-year term contract not-to-exceed a cumulative amount of \$174,594 or \$87,297 per year; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the cumulative contract not-to-exceed amount or \$17,459.40; 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:

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

DISCUSSION:

Team One Management Inc. (Team One) has been providing park restroom janitorial services for the City since 2016, and their performance has met the City's expectations. Additionally, Team One currently provides janitorial services to several other Orange County cities including the cities of Mission Viejo, Aliso Viejo, and the County of Orange.

Team One maintains and cleans the restrooms at Kraemer Park, McFadden Park, Tuffree Park, Koch Park, Vaqueros Park, Arroyo Verde Park, Parque de los Ninos, Placentia Champions Sports Complex, and Valadez Middle School. The scope of work requires the contractor to provide routine janitorial services for all City park restroom facilities, seven (7) days a week, including holidays. The contractor also provides all cleaning supplies as well as all paper and soap supplies for each restroom. The contractor is also responsible for unlocking all the restroom facilities by 7:00 a.m. each day, and all restroom maintenance must be completed by 10:00 a.m.

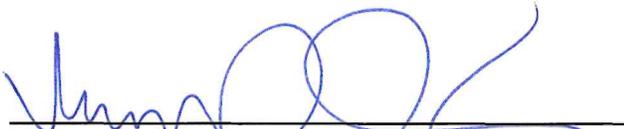
The contract scope of work will remain unchanged for the contract amendment. Team One will continue to provide park restroom janitorial services as previously outlined. The City's current contract for these services is set to expire on July 31, 2024. Should the City Council approve the contract term extension, Team One will continue providing services under the amended agreement with the City beginning on August 1, 2024.

FISCAL IMPACT:

The agreement with Team One is for two (2) years for a cumulative not-to-exceed contract amount of \$174,594 and including contract change orders up to 10% of the cumulative contract not-to-exceed amount or \$17,459.40. Per contract year, the total funding shall amount to \$87,297. Funding for park restroom janitorial services has been included in the proposed Fiscal Year

2024-25 Operating Budget. Funding for year two of the agreement shall be allocated during the regular budget process for Fiscal Year 2025-26. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



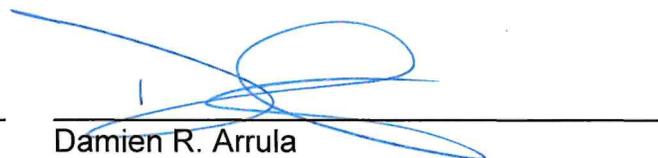
Veronica Ortiz
Deputy Director of Community Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 2 to the Maintenance Services Agreement with Team One Management Inc.
2. Maintenance Services Agreement with Team One Management Inc.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF MAINTENANCE SERVICES WITH TEAM ONE MANAGEMENT INC.**

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 1ST day of August 2024, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and TEAM ONE MANAGEMENT INC., a California corporation (hereinafter "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) CITY and CONTRACTOR entered into a Professional Services Agreement ("Agreement") effective July 1st, 2021, through which CONTRACTOR has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to extend the term for a period of two years through July 31, 2026, and increase compensation for a total of \$174,594.

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

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

B. Amendment to Agreement.

1. Section 2, Paragraph 1 of the Agreement is hereby amended to read as follows:
 - 2.1. Contract Sum Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Seventy-Four Thousand, Five Hundred Ninety Four Dollars (\$174,594).
2. Section 4.1, Paragraph 1 of the Agreement is hereby amended to read as follows:
 4. 1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on July 31, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.
3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.
4. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

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

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

CONSULTANT

CITY OF PLACENTIA

By: Mike Akhavan
Mike Akhavan
President

By: _____
Damien R. Arrula
City Administrator

ATTEST:

Robert S. McKinnel
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney



June 19, 2024

**City of Placentia
Matthew Brand, Community Services Coordinator
401 East Chapman Avenue
Placentia, CA 92870**

RE: Contract Renewal for Janitorial Services

We would like to extend the current contract and we do agree to an increase of \$43.50 per month for the next 24 months.

If you have any questions or need additional information, please call us at 949-348-1446.

Sincerely,

A handwritten signature in black ink that reads "Mike Akhavan". The signature is written in a cursive, flowing style.

Mike Akhavan



March 5, 2023

**City of Placentia
Matthew Brand, Community Services Coordinator
401 East Chapman Avenue
Placentia, CA 92870**

RE: Janitorial Services for Valadez Middle School Restrooms

As requested, the cost to provide Janitorial services for the above two restrooms 7 days per week would be \$1,300.00 per month. Please note this will include all labor, equipment, solutions and also consumable supplies such as toilet tissue, soap, bags, etc.. Per our discussion, the city staff will be in charge of opening and locking up the restrooms on a daily basis.

In addition, the soap that will be utilized in the restrooms will be the same as all the park restrooms.

If you have any questions or need additional information, please call us at 949-348-1446.

Sincerely,

Mike Akhavan

**City of Placentia
California
BID FOR**

Park Restroom Janitorial Services

| PARK | EST. QTY | UNIT PRICE | ITEM COST |
|---|----------|------------|---------------------|
| Kraemer Park 201 N. Bradford Avenue | 365 | \$ 22.5 | \$ 8212.50 |
| McFadden Park 974 S. Melrose Avenue | 365 | \$ 22.50 | \$ 8212.50 |
| Tuffree Park 2101 N. Tuffree Boulevard | 365 | \$ 22.50 | \$ 8212.50 |
| Koch Park 2210 N. Valencia Avenue | 365 | \$ 22.50 | \$ 8212.50 |
| Vaqueros Park 1200 N. Carlsbad Street | 365 | \$ 22.00 | \$ 8030.00 |
| Arroyo Verde Park 1001 E. Palm Drive | 365 | \$ 21.50 | \$ 7847.50 |
| Atwood Park 1701 Atwood Avenue | 365 | \$ 21.50 | \$ 7847.50 |
| Placentia Champions Sports Park (2) restroom north and south 505 Jefferson | 365 | \$ 40.00 | \$ 14,600.00 |
| Grand Total Bid Amount: | | | \$ 71,175.00 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2023

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

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

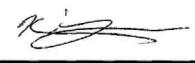
| | | |
|---|---|--------------------------------------|
| PRODUCER Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364 | CONTACT NAME: Meyer Chadorchi PHONE (A/C, No, Ext): (818) 676-0016 E-MAIL ADDRESS: meyer@cpisgroup.com | FAX (A/C, No): (818) 676-0015 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Team One Management 27324 Camino Capistrano 209 Laguna Niguel CA 92677 | INSURER A: National Casualty Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 23 24 WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$ | |
| | 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 | | WCNCC31242404 | 07/24/2023 | 07/24/2024 | <input 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Placentia, its elected and appointed boards, officials, agents, employees, and volunteers are named as additional insured

| | |
|--|---|
| CERTIFICATE HOLDER City of Placentia 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/27/2023

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| | | |
|---|--|--------------------------------------|
| PRODUCER Insurance Solutions License #0K07568 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675 | CONTACT NAME: Angela Dancy PHONE (A/C, No, Ext): (949) 348-7400 E-MAIL ADDRESS: AngelaD@ins-solutions.com | FAX (A/C, No): (949) 201-4515 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Team One Management Inc DBA: Team One Management Services PO Box 203 Lake Forest CA 92609 | INSURER A: West American Ins. Co. | NAIC # 44393 |
| | INSURER B: California Automobile Insurance Co. | 38342 |
| | INSURER C: CNA Surety | 524126 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 23-24 all

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | BKW55748813 | 07/24/2023 | 07/24/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | BA040000009648 | 10/03/2023 | 10/03/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Janitorial Bond including Employee Dishonesty | | | 69410585 | 07/24/2023 | 07/24/2024 | Limit: \$100,000 |

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respects to liability arising out of activities performed by or on behalf of the Named Insured pursuant to its contract with the City; products and completed operations of the Named Insured; premises owned, occupied or used by the Named Insured; Automobiles owned, leased, hired, or borrow by the Named Insured. This 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 contributory.

CERTIFICATE HOLDER**CANCELLATION**

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/18/2023

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| | | |
|---|---|--------------------------------------|
| PRODUCER Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364 | CONTACT NAME: Meyer Chadorchi PHONE (A/C, No, Ext): (818) 676-0016 E-MAIL ADDRESS: meyer@cpisgroup.com | FAX (A/C, No): (818) 676-0015 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Team One Management 27324 Camino Capistrano 209 Laguna Niguel CA 92677 | INSURER A: National Casualty Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 23 24 WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | | 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 | WCNCC31242404 | 07/24/2023 | 07/24/2024 | <input 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 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its elected and appointed boards, officials, agents, employees, and voluteers are named as additional insured

| | |
|--|---|
| CERTIFICATE HOLDER City of Placentia 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  |

ADDITIONAL COVERAGES

| | | | | | |
|---------|---------------------------------------|------------------------|-------------------|-----------------|---------|
| Ref # | Description Bkt Waiver Subrogation | Coverage Code BWWSB | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
| | | | | | |
| Ref # | Description | Coverage Code | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
| | | | | | |
| Ref # | Description | Coverage Code | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
| | | | | | |
| Ref # | Description | Coverage Code | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
| | | | | | |
| Ref # | Description | Coverage Code | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
| | | | | | |
| Ref # | Description | Coverage Code | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
| | | | | | |
| Ref # | Description | Coverage Code | Form No. | Edition Date | |
| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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| Ref # | Description | Coverage Code | Form No. | Edition Date | |
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| Limit 1 | Limit 2 | Limit 3 | Deductible Amount | Deductible Type | Premium |
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH LOCATION GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to operations at a single "location" owned by or rented to you:
1. A separate Each Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other "location".
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to operations at a single "location" owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Each Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.
- D. For the purposes of this endorsement, the following definition is added to **Section V - Definitions**:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. NON-OWNED AIRCRAFT

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

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

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

B. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

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

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

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

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

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

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

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

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

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

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

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

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

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

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

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

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

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

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

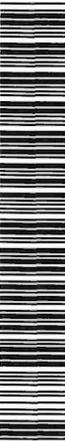
2. Paragraph 1.d. is replaced by the following:

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

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

- a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

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

This insurance does not apply to:

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

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

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

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

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

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

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

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

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

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

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

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

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

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

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

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

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

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

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

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

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

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

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

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

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

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

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

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

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

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

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

N. LIBERALIZATION CLAUSE

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

O. BODILY INJURY REDEFINED

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

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

P. EXTENDED PROPERTY DAMAGE

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

a. Expected Or Intended Injury

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

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

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

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

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

BUSINESS AUTO COVERAGE FORM

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

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

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

II. EMPLOYEES AS INSURED

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

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

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

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

IV. EMPLOYEE HIRED AUTO LIABILITY

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

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

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

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

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

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

VII. ADDITIONAL TRANSPORTATION EXPENSE

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

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

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

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

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

X. LOAN/LEASE GAP COVERAGE

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

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
 - a. The amount paid under the Physical Damage Coverage Section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

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

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

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

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

XII. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

XIV. WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

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

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

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

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

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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

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

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

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

Endorsement Effective: 07/24/2023

Policy No.: WCNCC 312424

Endorsement No.:

Insured:

Premium \$ INCL

Team One Management

Insurance Company:

Countersigned by _____

National Casualty Company

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH TEAM ONE MANAGEMENT, INC.**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 1st day of July, 2021, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and TEAM ONE MANAGEMENT, INC., a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective July 1st, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to extend the terms of the to add the cleaning of one additional restroom for 16 months, for a cost of \$1,300 totaling \$20,800 from April 1, 2023 to July 31, 2024.

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

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

B. Amendment to Agreement.

1. Section 4.1, Paragraph one of the Agreement is hereby amended to read as follows:

4. 1. Term. This Agreement shall commence on the Effective Date and continue for a period of 16 months, ending on July 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

CONSULTANT

CITY OF PLACENTIA

By: Mike Akhavan
Mike Akhavan
President

By: [Signature]
Damien Arulla
City Administrator

ATTEST:
[Signature]
Robert S. McKinnel
City Clerk

APPROVED AS TO FORM:

By: [Signature]
Christian L. Bettenhausen
City Attorney

**CITY OF PLACENTIA
MAINTENANCE SERVICES AGREEMENT
WITH
TEAM ONE MANAGEMENT, INC.**

THIS AGREEMENT is made and entered into this 1st day of July, 2021 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and TEAM ONE MANAGEMENT, INC. a California corporation ("Contractor").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide park restroom janitorial services, as more fully described herein; and

B. WHEREAS, Contractor 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 Contractor 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 CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor'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 Contractor 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 Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor 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 Contractor's performance of this Agreement. Contractor 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 Contractor 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 Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor 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 Contractor to review the quality of the work and resolve the

matters of concern;

- (b) Require Contractor 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. Contractor 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. Contractor 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 Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor 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. Contractor 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. Contractor acknowledges that City may enter into agreements with other Contractors 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. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor 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. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A." Contractor's total compensation shall not exceed a cumulative amount of Two Hundred Thirteen Thousand Five Hundred Twenty-Five Dollars (\$213,525.00) over the initial three-year contract term.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor'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 Contractor 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 Contractor's standard hourly rates shall be paid to the Contractor 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. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council.

2.3. Method of Billing. Contractor 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 Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor'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 Contractor'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 Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on July 31, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the agreement may be extended by two one-year term based on contractor performance and at the discretion of the City.

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 Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor. 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 Contractor 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 Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Contractor.
- (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 Contractor. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor to comply with this section.

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "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; (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, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole

cost and expense."

- (c) Other insurance: "The Contractor'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 Contractor'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. 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 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 Contractor 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.

Contractor shall designate a representative for purposes of this Agreement who 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.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor 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.

Contractor 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 Contractor without the express written approval by the City. Contractor 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 CONTRACTOR:

Team One Management, Inc.
27324 Camino Capistrano unit 209
Laguna Niguel, CA 92677
Tel: 949-348-144-1446
Fax: 949-348-1722

Attn: Mike Akhavan, President

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8245

Attn: Joel Cardenas, Public
Works Superintendent

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. Contractor agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor'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 Contractor

of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

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

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor 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 Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor 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. Contractor 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 Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor 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. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. 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.

6.11. 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.

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 Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor 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 Contractor. City shall indemnify and hold harmless Contractor 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 Contractor. Contractor 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. Contractor or Contractor'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. 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.

6.14. Conflict of Interest. 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 subcontractors 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.

6.15. 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.

6.16. Prohibited Employment. Contractor 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 Contractor'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 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.

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

Rosanna Ramirez
Damien R. Arrula, City Administrator

Date: 06-22-2021

ATTEST:

Karen O'Leary for
Robert S. McKinnell, City Clerk and ex-officio Clerk
of the City of Placentia

CONTRACTOR

[Signature]
Signature

Date: 6/11/2021

Mike Akhavan, President
Name and Title

341988509
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

[Signature]
Christian L. Bettenhausen, City Attorney

Date: 6/21/21

APPROVED AS TO INSURANCE:

Rosanna Ramirez
Rosanna Ramirez, Deputy City Administrator

Date: 06-22-2021

APPROVED AS TO CONTENT:

[Signature]
Joel Cardenas, Project Manager

Date: 6/16/21

DEPARTMENTAL APPROVAL:

[Signature]
Luis Estevez, Deputy City Administrator

Date: 6/17/21

EXHIBIT A

CONTRACTOR'S PROPOSAL AND SCOPE OF WORK

**City of Placentia
California
BID FOR**

Park Restroom Janitorial Services

| PARK | EST. QTY | UNIT PRICE | ITEM COST |
|---|----------|------------|---------------------|
| Kraemer Park 201 N. Bradford Avenue | 365 | \$ 22.5 | \$ 8212.50 |
| McFadden Park 974 S. Melrose Avenue | 365 | \$ 22.50 | \$ 8212.50 |
| Tuffree Park 2101 N. Tuffree Boulevard | 365 | \$ 22.50 | \$ 8212.50 |
| Koch Park 2210 N. Valencia Avenue | 365 | \$ 22.50 | \$ 8212.50 |
| Vaqueros Park 1200 N. Carlsbad Street | 365 | \$ 22.00 | \$ 8030.00 |
| Arroyo Verde Park 1001 E. Palm Drive | 365 | \$ 21.50 | \$ 7847.50 |
| Atwood Park 1701 Atwood Avenue | 365 | \$ 21.50 | \$ 7847.50 |
| Placentia Champions Sports Park (2) restroom north and south 505 Jefferson | 365 | \$ 40.00 | \$ 14,600.00 |
| Grand Total Bid Amount: | | | \$ 71,175.00 |

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2020

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
Insurance Solutions
License #0746539
33302 Valle Rd, Suite 200
San Juan Capistrano

CONTACT NAME: Robin Holloway
PHONE (A/C, No, Ext): (949) 348-7400
E-MAIL ADDRESS: RobinH@ins-solutions.com
FAX (A/C, No): (949) 201-4515

INSURED
Team One Management Inc
PO Box 203
Lake Forest
CA 92609

INSURER(S) AFFORDING COVERAGE

| INSURER | NAIC # |
|--|--------|
| INSURER A: West American Ins. Co. | 44393 |
| INSURER B: California Automobile Insurance Co. | 38342 |
| INSURER C: CNA Surety | 524126 |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 20-21

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 | (ADD) (SUBR) (INSR) (WV) (V) (V) (V) | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER | | BKW55748613 | 07/24/2020 | 07/24/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 INST EXP (Per occurrence) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP/AVG \$ 2,000,000 |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | BA04000009648 | 10/03/2020 | 10/03/2021 | COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A | | 60410586 | 07/24/2020 | 07/24/2021 | PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$ Limit: \$100,000 |

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respects to liability arising out of activities performed by or on behalf of the Named Insured pursuant to its contract with the City; products and completed operations of the Named Insured; premises owned, occupied or used by the Named Insured; Automobiles owned, leased, hired, or borrow by the Named Insured. This 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 contributory

CERTIFICATE HOLDER

City of Placentia Attn: City Administrator
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

Tony Acordia



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2020

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 Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364 | | CONTACT NAME: Voski Grigoryan PHONE (A/C No. Ext.): (818) 676-0016 E-MAIL ADDRESS: voski@cpisgroup.com | | TAX (A/C No.): (818) 676-0015 | |
| INSURED Team One Management 27324 Camino Capistrano 209 Laguna Niguel CA 92677 | | INSURER(S) AFFORDING COVERAGE | | | |
| | | INSURER A: National Casualty Insurance Company | | NAIC # | |
| | | INSURER B: | | | |
| | | INSURER C: | | | |
| | | INSURER D: | | | |
| | | INSURER E: | | | |
| | | INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER: 20 21 WC

REVISION NUMBER:

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

| RISK LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBV | POLICY NUMBER | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|------|---------------|-------------------------------|-------------------------------|---|
| | COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WCNCC31242400 | 07/24/2020 | 07/24/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its elected and appointed boards, officials, agents, employees, and volunteers are named as additional insured

| | | |
|---|--|--|
| CERTIFICATE HOLDER City of Placentia 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 |
|---|--|--|

Policy Number: BA04000009648
Insured: Team One Management, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

BUSINESS AUTO COVERAGE FORM

I. **NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)**
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:
d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

II. **EMPLOYEES AS INSURED**
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:
e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. **AUTOMATIC ADDITIONAL INSURED**
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:
f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

IV. **EMPLOYEE HIRED AUTO LIABILITY**
SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:
g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. **SUPPLEMENTARY PAYMENTS**
SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:
(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:
SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee
This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

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

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

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

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

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:
This exclusion does not apply to the accidental discharge of an airbag.

X. LOAN/LEASE GAP COVERAGE

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

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

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

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

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

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

XII. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

XIV. WAIVER OF SUBROGATION

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

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

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

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

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

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
1. Any covered "auto" you lease, hire, rent or borrow; and
 2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
- (1) The additional insured is a Named Insured under such other insurance; and
 - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

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

e. Anywhere in the world if:

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

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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

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

Policy Number: BKW55748813

COMMERCIAL GENERAL LIABILITY
CG 88 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. NON-OWNED AIRCRAFT

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

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

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

B. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

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

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

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

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

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

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

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

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

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

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

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

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

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

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

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

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

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

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

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

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

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

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

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

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

- d. "Bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

3. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

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

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

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

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

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

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

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

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

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

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:
An additional Insured under this endorsement will as soon as practicable:

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

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

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

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

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

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

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

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

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

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

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

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

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

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

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

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

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

N. LIBERALIZATION CLAUSE

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

O. BODILY INJURY REDEFINED

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

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

Policy Number: BKW55748813

COMMERCIAL GENERAL LIABILITY
CG 88 60 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH LOCATION GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- 45748813
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73 of 143
- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which can be attributed only to operations at a single "location" owned by or rented to you:
1. A separate Each Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other "location".
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I - Coverage A - Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I - Coverage C Medical Payments, which cannot be attributed only to operations at a single "location" owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Each Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.
- D. For the purposes of this endorsement, the following definition is added to Section V - Definitions: "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 04 03 06
(Ed. 4-84)

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

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

Endorsement Effective: 07/24/2020

Policy No.: WCNCC 312424

Endorsement No.:
Premium \$ INCL

Insured:
Team One Management
Insurance Company:
National Casualty Company

Countersigned by _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/30/2022

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

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

| PRODUCER Insurance Solutions License #0746539 33302 Valle Rd, Suite 200 San Juan Capistrano CA 92675 | | CONTACT NAME: Angela Dancy PHONE (A/C, No, Ext): (949) 348-7400 E-MAIL ADDRESS: AngelaD@ins-solutions.com FAX (A/C, No): (949) 201-4515 | | | | | | | | | | | | | | | | | | | | | | |
|---|-------------------------------------|--|--|-------------------------------|--|--------|------------|------------------------|-------|------------|-------------------------------------|-------|------------|------------|--------|------------|--|--|------------|--|--|------------|--|--|
| INSURED Team One Management Inc DBA: Team One Management Services PO Box 203 Lake Forest CA 92609 | | <table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>West American Ins. Co.</td> <td>44393</td> </tr> <tr> <td>INSURER B:</td> <td>California Automobile Insurance Co.</td> <td>38342</td> </tr> <tr> <td>INSURER C:</td> <td>CNA Surety</td> <td>524126</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | West American Ins. Co. | 44393 | INSURER B: | California Automobile Insurance Co. | 38342 | INSURER C: | CNA Surety | 524126 | INSURER D: | | | INSURER E: | | | INSURER F: | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | | | BKW55748813 | 07/24/2022 | 07/24/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY | | | BA040000009648 | 10/03/2022 | 10/03/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Janitorial Bond including Employee Dishonesty | | | 69410585 | 07/24/2022 | 07/24/2023 | Limit: \$100,000 |

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respects to liability arising out of activities performed by or on behalf of the Named Insured pursuant to its contract with the City; products and completed operations of the Named Insured; premises owned, occupied or used by the Named Insured; Automobiles owned, leased, hired, or borrow by the Named Insured. This 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 contributory.

| | |
|---|---|
| CERTIFICATE HOLDER City of Placentia Attn: City Administrator 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2022

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

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

| | | |
|---|--|--------------------------------------|
| PRODUCER Capital Providers Insurance License #0H52316 20750 Ventura Blvd., Ste 305 Woodland Hills CA 91364 | CONTACT NAME: Meyer Chadorch PHONE (A/C, No, Ext): (818) 676-0016 E-MAIL ADDRESS: meyer@cpisgroup.com | FAX (A/C, No): (818) 676-0015 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Team One Management 27324 Camino Capistrano 209 Laguna Niguel CA 92677 | INSURER A: National Casualty Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 22-23 WC **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | 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"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> | | | | | | 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 <input type="checkbox"/> | WCNCC31242403 | 07/24/2022 | 07/24/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its elected and appointed boards, officials, agents, employees, and voluteers are named as additional insured

| | |
|--|---|
| CERTIFICATE HOLDER City of Placentia 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 |

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

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

Endorsement Effective: 07/24/2022

Policy No.: WCNCC 312424

Endorsement No.:

Insured:

Premium \$ INCL

Team One Management

Insurance Company:

Countersigned by _____

National Casualty Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EACH LOCATION GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which can be attributed only to operations at a single "location" owned by or rented to you:
1. A separate Each Location General Aggregate Limit applies to each "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Each Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Each Location General Aggregate Limit for that "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Each Location General Aggregate Limit for any other "location".
 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Each Location General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I - Coverage A - Bodily Injury And Property Damage Liability**, and for all medical expenses caused by accidents under **Section I - Coverage C Medical Payments**, which cannot be attributed only to operations at a single "location" owned by or rented to you:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Each Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Each Location General Aggregate Limit.
- D. For the purposes of this endorsement, the following definition is added to **Section V - Definitions**:
"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of **Section III - Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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

A. NON-OWNED AIRCRAFT

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

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

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

B. NON-OWNED WATERCRAFT

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

This exclusion does not apply to:

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

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

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

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

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

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

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

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

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

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.



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- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:
 Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance**.
- 2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:
 - 6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
 - a. Any one premise:
 - (1) While rented to you; or
 - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
 - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- 3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:
 - 9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

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

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

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

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:
 - b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph **1.d.** is replaced by the following:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **\$500** a day because of time off from work.

G. ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

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

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

This insurance does not apply to:

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

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

- d. "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

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

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

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

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

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

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

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

I. **ADDITIONAL INSURED - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"**

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

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

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

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

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

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

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

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

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

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



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

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

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

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

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

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

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

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

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

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

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

N. LIBERALIZATION CLAUSE

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

O. BODILY INJURY REDEFINED

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

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

P. EXTENDED PROPERTY DAMAGE

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

a. Expected Or Intended Injury

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

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

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

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

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



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

BUSINESS AUTO COVERAGE FORM

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

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

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

II. EMPLOYEES AS INSURED

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

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

III. AUTOMATIC ADDITIONAL INSURED

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

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

IV. EMPLOYEE HIRED AUTO LIABILITY

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

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

V. SUPPLEMENTARY PAYMENTS

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

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

VI. FELLOW EMPLOYEE COVERAGE:

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

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

VII. ADDITIONAL TRANSPORTATION EXPENSE

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

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

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

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

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

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

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

X. LOAN/LEASE GAP COVERAGE

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

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous loans or leases.

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

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

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

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

XII. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

XIV. WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

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

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

XVIII. HIRED AUTO - COVERAGE TERRITORY

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

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

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 16, 2024

SUBJECT: **AGREEMENT WITH BRIGHTLY SOFTWARE, INC. FOR ASSET MANAGEMENT SOFTWARE SYSTEM**

FISCAL
IMPACT: EXPENSE: FISCAL YEAR 2024-25 - \$61,234.16

BUDGET: \$ 61,234.16 Technology Fund (750000-6366)

SUMMARY:

On November 21, 2023, the City Council approved the purchase of Brightly Asset Essentials software, an asset management and work order system. The software allows the City to have a computerized inventory of City assets as well as a schedule of preventative maintenance work orders. Staff recommends the purchase of a one-year subscription to the software for continued use.

RECOMMENDATION:

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

1. Approve a Purchase Order with Brightly Software, Inc. for the Fiscal Year 2024-25 subscription in the amount of \$61,234.16; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Pursuant to City Council policy direction, Staff was tasked with creating a Citywide asset management program, asset inventory and a preventative maintenance program. After a public solicitation, proposals were reviewed by a selection committee which recommended a consultant to conduct a facility condition assessment and the software to be used as an asset management repository. On November 21, 2023, the City Council approved a purchase order with Brightly Software, Inc., for Asset Essentials implementation services and training as well as a prorated subscription for the months of January – June 2024.

1.f.
July 16, 2024

The City does not currently maintain any maintenance records, history, or a regularly scheduled preventative maintenance program for its assets. Continued access to the Asset Essentials software is needed to allow the City to effectively address preventative maintenance needs and record maintenance activities via work orders.

The Public Works Department currently relies upon service requests submitted through iPlacentia/GoGov, which is designed as a communication tool to manage resident requests but does not sufficiently capture costs or time associated with the requests. The transition to Asset Essentials provides a more robust tool to record maintenance, issue preventative maintenance work orders, streamline workflows, and document labor hours and costs related to this work.

Implementation of Asset Essentials is ongoing, with an anticipated launch in Fall 2024. iPlacentia/GoGov is currently creating the interface which will allow it to integrate with other software systems. This will allow the City to continue to utilize iPlacentia/GoGov for resident-facing communications while passing the service requests through to Asset Essentials. The integration of the two systems needs to be completed before rolling out the Asset Essentials work order system. The initial launch date for the iPlacentia/GoGov integration feature was June 2024, but it has been delayed to September 2024.

A continued software subscription to Asset Essentials will be needed for access to the software features. Staff recommends the City Council authorize one additional year of subscription to Asset Essentials through the Sourcewell Cooperative Contract for continued access to the asset inventory and work order system through Fiscal Year 2024-2025, for a total cost of \$61,234.16. Pursuant to the City's purchasing policy, the City can piggyback off existing competitively bid contracts such as Sourcewell's contact with Brightly for the subscription purchase of public sector software. Future year subscription costs will be brought back to the City Council for review and approval.

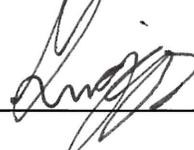
FISCAL IMPACT:

The cost of the agreement through Fiscal Year 2024-2025 is \$61,234.16. Funding is included in the Fiscal Year 2024-25 Budget Account 0075-6366. Future funding will be requested in future fiscal years' budgets.

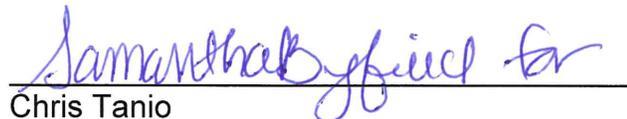
Prepared by:


Samantha Byfield
Public Works Manager

Reviewed and approved:

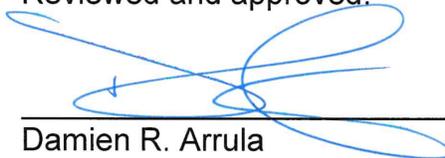
 
Jennifer Lampman
Director of Finance

Reviewed and approved:



Chris Tanio
Acting Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Brightly, Inc. Software Agreement



**City of Placentia
Purchase Requisition**

Department Public Works

Vendor Name: BRIGHTLY SOFTWARE INC
Address: _____

Vendor No. V012251

Prepared By: Elsa Robinson
Date Prepared: November 28, 2023

Description: This is a PO Request for the approved purchase of Asset Essentials from Brightly Software, Inc.

Federally Funded: No

SECTION I – VENDOR SELECTION - Purchases of Supplies, Materials, Equipment, Vehicles and Non-Professional Services are generally awarded to the lowest responsive and responsible bidder. Procurement of Professional Services Under \$40,000 can be performed by negotiated contract and/or purchase order. Professional Services equal to or greater than \$40,000 are generally retained considering technical factors (such as qualifications and experience), price and other factors such as the ability to meet the City's time schedule(s) for the project.

Vendor selection for this purchase is based on (check what applies):

- Price Sole Source (Non-Competitive Procurement)
Other Factors (Please describe) Contract/Amendment:

On November 21, 2023, the City Council approved a Purchase Order with Brightly Software, Inc., formerly known as Dude Solutions, Inc. ("DSI"), pursuant to Sourcewell procurement contract #090320-SDI for the purchase of the Brightly Asset Essentials Module™ for \$35,774.53.

SECTION II - PRICE ANALYSIS - Price or rate quotations must be obtained from an adequate number of qualified sources. Please obtain a minimum of three quotes. **Attach copies of the quote(s) and complete the following table.**

Desired Supplier: BRIGHTLY SOFTWARE INC Price: \$35,774.53
Alternate Supplier: _____ Price: _____
Alternate Supplier (optional): _____ Price: _____

SECTION III – LINE-ITEM DETAIL

| Item | Qty | Unit | Description | Account No. | Unit Price | Extended Price |
|--------------------------|-----|------|-------------------------------|----------------------------|--------------|---------------------|
| 1 | 1 | LS | Software Costs | 109800-6770 J/L 24903-6770 | \$ 9,680.91 | \$ 9,680.91 |
| 2 | 1 | LS | Software Implementation Costs | 109800-6770 J/L 24903-6770 | \$ 26,093.62 | \$ 26,093.62 |
| 3 | | | | | | \$ - |
| 4 | | | | | | \$ - |
| 5 | | | | | | \$ - |
| 6 | | | | | | \$ - |
| Subtotal | | | | | | \$ 35,774.53 |
| Shipping/ Freight | | | | | | |
| Sales Tax (8.75%) | | | | | | |
| TOTAL | | | | | | \$ 35,774.53 |

Additional Details needed on PO:

*The PO number is required on all invoices to insure prompt payment processing.

(Contract) Attachments (attach copies of the following):

- Fully Executed contract Expires:
- Amendment (if applicable) Expires:
- Insurance Documents Expires:
- Quote/Proposal (if applicable)
- Extra documents that pertains to the Procurement (if applicable)

Approved By:
Department Luis Estevez
Finance George Langman
City Administrator _____

ATTACHMENT

ASSET ESSENTIALS SOFTWARE PROPOSAL



PREPARED FOR

City Of Placentia ("Subscriber")

401 E Chapman Ave
Placentia, CA 92870

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

October 10, 2023



Q-382920

Sourcwell/NJPA purchasing contract

- <https://www.sourcwell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents> (<https://www.sourcwell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents>).
- Contract #090320-SDI

Subscription Term: 18 months (01/01/2024 - 06/30/2025)

| Cloud Services | | | | |
|--|------------|-----------|----------------------|---------------|
| Item | Start Date | End Date | Pricing Based On | Investment |
| Asset Essentials Enterprise | 1/1/2024 | 6/30/2024 | 51,789.00 Population | 25,816.69 USD |
| - Asset Essentials Inventory | 1/1/2024 | 6/30/2024 | | Included |
| - Facilities/Physical Plant Module | 1/1/2024 | 6/30/2024 | | Included |
| - Streets/Signs/Sidewalks Module | 1/1/2024 | 6/30/2024 | | Included |
| - Storm Water Module | 1/1/2024 | 6/30/2024 | | Included |
| - Water Distribution and Waste Water Collection Module | 1/1/2024 | 6/30/2024 | | Included |
| - Sanitation Module | 1/1/2024 | 6/30/2024 | | Included |
| - Parks, Recreation and Forestry Module | 1/1/2024 | 6/30/2024 | | Included |
| - Fleet Module | 1/1/2024 | 6/30/2024 | | Included |
| - Dude Analytics | 1/1/2024 | 6/30/2024 | | Included |



| Cloud Services | | | | |
|---|------------|-----------|--------------------|-------------------------------|
| Item | Start Date | End Date | Pricing Based On | Investment |
| - AE Safety | 1/1/2024 | 6/30/2024 | | Included |
| - GIS Asset Management | 1/1/2024 | 6/30/2024 | | Included |
| - Predictor Facilities/Physical Plant | 1/1/2024 | 6/30/2024 | | Included |
| Capital Predictor Enterprise | 1/1/2024 | 6/30/2024 | 109,847.00 Sq. Ft. | 2,389.75 USD |
| Asset Essentials Enterprise - Connector Toolkit | 1/1/2024 | 6/30/2024 | 4.00 Users | 677.60 USD |
| 4.0 Month(s) included at no additional cost on the first term 01/01/2024 - 04/30/2024 | | | | -19,203.13 USD |
| | | | | Subtotal: 9,680.91 USD |

| Professional Services | | |
|--|----------------------|--------------------------------|
| Item | Pricing Based On | Investment |
| Asset Essentials Enterprise Implementation with Consulting | 51,789.00 Population | 7,449.52 USD |
| Enterprise Project Management | One-Time | 7,821.60 USD |
| Capital Predictor Enterprise Implementation | One-Time | 10,224.00 USD |
| Asset Essentials Connector Toolkit Training | 1.00 Day(s) | 598.50 USD |
| | | Subtotal: 26,093.62 USD |



Total Initial Investment

35,774.53 USD



| Cloud Services | |
|--|---|
| Item | Investment Year 2 Start Date: 07/01/2024 |
| Asset Essentials Enterprise | 54,731.38 USD |
| - Asset Essentials Inventory | Included |
| - Facilities/Physical Plant Module | Included |
| - Streets/Signs/Sidewalks Module | Included |
| - Storm Water Module | Included |
| - Water Distribution and Waste Water Collection Module | Included |
| - Sanitation Module | Included |
| - Parks, Recreation and Forestry Module | Included |
| - Fleet Module | Included |
| - Dude Analytics | Included |
| - AE Safety | Included |
| - GIS Asset Management | Included |
| - Predictor Facilities/Physical Plant | Included |
| Capital Predictor Enterprise | 5,066.27 USD |
| Asset Essentials Enterprise - Connector Toolkit | 1,436.51 USD |
| Total: | 61,234.16 USD |

**Asset Essentials Implementation with Consulting
GIS Rider Statement of Work**

**Summary:**

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete.
 - Discovery call complete
 - Data, configuration, and training requirements documented.
- Available Data Loaded
 - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
 - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
 - Administrator and Full User roles have been received training on their role.

Assumptions:



Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated projected completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal GIS configuration to meet objectives and drive KPIs
 - Document data, configuration, and training requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available GIS data
- Account configuration by Consultant
 - Work Order creation from Map
 - Citizen Portal



- Mobile Profiles
- Configure GIS Map settings
- Configure GIS Layer configuration
- Asset syncing
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements
- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Project Close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

**Deliverables:**

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
 - Kickoff call complete
 - Discovery call complete
 - Data, configuration, and training requirements documented
- Available data loaded
 - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
 - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
 - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
 - Administrator and Full User roles have received training on their role.
- Go-Live Support
 - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but



- not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
 - Confirm software and services purchased
 - Identify key stakeholders
 - Assign resources
 - Schedule key milestone dates, including anticipated project completion date
 - Access to Company's on-line Learning Management System
 - Access to an interactive project plan
- Discovery with Consultant
 - Interview key stakeholders to understand specific maintenance & operations objectives
 - Overview of AE with key stakeholders, including data import requirements
 - Determine optimal AE configuration to meet objectives and drive KPIs
 - Document data and configuration requirements
 - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
 - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
 - Populate key drop-down menus
 - Review/modify request and work order templates
 - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
 - Configuration demo to walk through the end-to-end workflow from request to completion
 - Demonstrate key functionality meets configuration requirements



- Consultant conducts End User Training for Administrator and Full User roles
 - End-to-end walkthrough for their role
 - Desktop and mobile training
- Go-Live Support
 - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
 - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
 - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

| Timeline Events | Day 1 | Week 1 | Week 2 | Week 3 | Week 4 | Week 5 | Week 6 | Week 7 | Week 8 | Week 9 | Week 10 | Week 11 | Week 12 | Week 13 |
|---|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|
| Project Kick Off Call | | | | | | | | | | | | | | |
| LMS (Learning Management System) Review and Q&A | | | | | | | | | | | | | | |
| Discovery Call | | | | | | | | | | | | | | |
| Data Review | | | | | | | | | | | | | | |
| Data Loading | | | | | | | | | | | | | | |
| Account Configuration | | | | | | | | | | | | | | |
| UAT (User Acceptance Testing) | | | | | | | | | | | | | | |
| User Training | | | | | | | | | | | | | | |
| Post-Consulting Call | | | | | | | | | | | | | | |
| GLS (Go Live Support) | | | | | | | | | | | | | | |
| Project Close | | | | | | | | | | | | | | |

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

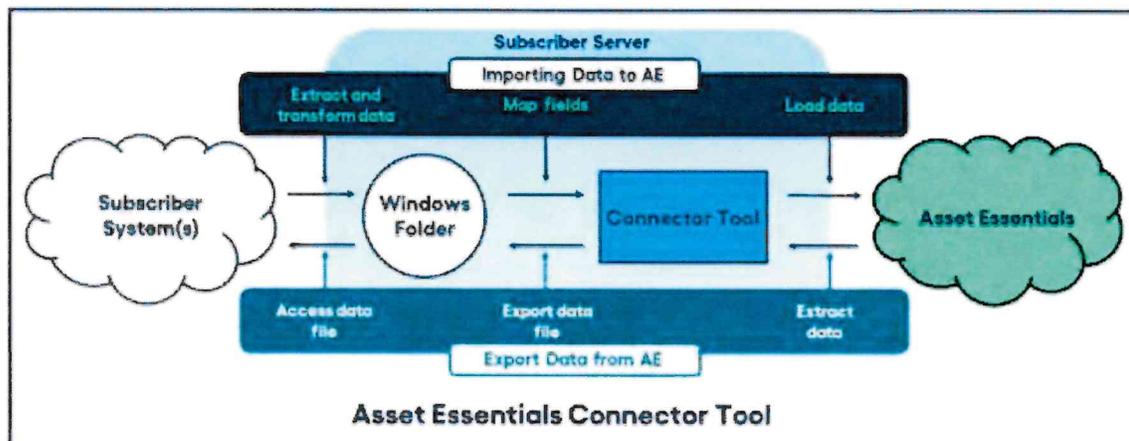


Asset Essentials Connector Tool

Summary:

Company will provide specified professional consulting services to Subscriber to implement the Asset Essentials Connector Tool. The Connector Tool is an on-premises tool for exporting data from Asset Essentials into a folder or importing data from a folder in CSV (comma-separated value) file format. These professional services include meeting with a key Subscriber stakeholder to review data flow requirements, review field mapping for CSV file import, map Assets Essentials data fields to CSV file for export and train the Subscriber on all Connector Tool functionality.

Overview diagram (does not represent what is being delivered):



In Scope: The below will be considered in scope of this SOW:

1. Asset Essentials Connector Tool implementation
2. Asset Essentials Connector Tool training

Deliverables:

- Project initiation and discovery (discuss data flow requirements)
- System requirements and direction on where to download the Connector Tool provided
- Testing connectivity between Asset Essentials and the Connector Tool
- Training provided on: Asset Essentials available tables; field mapping, filtering, scheduling within the Connector Tool; CSV file import/export requirements based on data flow requirements
- Recommend changes needed to CSV file



- Demonstrate an export using the Connector Tool and import assuming the Subscriber is able to provide a compatible CSV file

Acceptance Process:

As each deliverable is completed, the Company Project Coordinator or Consultant will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery completed
- Subscriber has downloaded and deployed the Connector Tool
- Company has trained Subscriber on the Connector Tool

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- If importing data applies, import data file must be provided by Subscriber with required Asset Essentials fields.
- If exporting data applies, Subscriber is responsible for supplying mapping, creating a script (if applicable) to monitor the output location, and importing of the data file into any Subscriber systems.
- Responsible for providing an always on Windows environment to support the Connector Tool.
- Responsible for creating a Windows folder or SFTP site.

Company Assumptions:

- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be



interpreted as acceptance.

- Company will not access or is not responsible for exporting or importing data out of Subscriber system(s) or creating any scripts to automate the process or transforming/modifying any CSV import files into the Connector Tool.
- Any API needs will be considered out of scope of this service.

Project Schedule:

From project initiation to demonstration, this service will take no longer than 8 hours to complete.

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

Once all deliverables have been completed, this service will be billed at 100%.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of \$200 per year per additional 200GB of storage.



Enterprise Project Management

Summary:

Company will provide professional services to Subscriber. These professional services include:

Project Management services. Our Project Manager will act as an extension of the Subscriber's team and ensure seamless implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, ensure the project stays on track, and help identify risks and/or issues.

In Scope: The items below will be considered in scope of this SOW:

- **Initiating**
 - Project set-up
 - Draft timeline
 - Resource planning
 - Identify project dependencies
- **Planning**
 - Kick-off call with Company Project Manager
 - Discussion of risks, barriers, or roadblocks that your organization experienced with previous software implementations
 - Timeline planning incorporating Business deadlines
- **Executing**
 - Coordinating necessary project meetings
 - Regular (up to weekly) project status meetings to review tasks, timelines, issues and preview any upcoming action items or next steps.
 - Up to monthly project oversight meetings of reactive workflow with buyer-level decision makers to ensure the project progress is communicated if requested by Subscriber point of contact.
 - Reply to Subscriber communications within two (2) business days.
- **Controlling**
 - Access to view Risk & Issue Log
 - Risk Management and mitigation assistance
- **Closing**
 - Define Post Launch Support points of contact
 - Facilitate product enablement support

Deliverables:

1. Company Project Manager lead kick-off call
2. Custom timeline with critical path development and management
3. Project goal setting



4. Regular (up to weekly) Subscriber / Project Manager status calls
5. Risk and issue tracking with mitigation assistance
6. Change Management
 - A recommended structured approach for transitioning Subscriber's individuals, groups, and organizations from a current state to a future state with intended business benefits.
 - Change management process as it applies to the SOW, will be discussed on Company kick-off call.
7. Subscriber sponsor status meetings (up to monthly) if requested by Subscriber point of contact
8. Unlimited access to Help Site and Company Academy during and after implementation
9. Define Post Launch Support points of contact

Acceptance Process:

- Project will be assumed completed once all deliverables in the contract have been met.
- Sign-off will be required for the project plan and each milestone. The Subscriber has five (5) business days to approve the project plan and a completed milestone. No response will be interpreted as acceptance.

Assumptions:

- Configuration and data options may vary based on the services and products that were purchased.
- The Subscriber will schedule time for the appropriate resources to be available for all scheduled activities.
 - The success of this process is dependent on the attendance and full engagement of the key stakeholders.
- The Subscriber will ensure adequate technology for a successful implementation, including but not limited to ability to run and attend virtual meetings, monitor/projector, computers/tablets, quality phone connection, and wireless internet access when and where applicable.
- Failure to sign off on project milestones will result in delays and/or additional costs may be incurred.
- Incidental travel-related expenses will be invoiced to Subscriber at cost for on-site services.
- Once the timeline is approved by the Subscriber, any changes will be documented and if the level of effort changes, it may be subject to a change order.
- Project team members will reply to written communication within two (2) business days.
- This SOW is the primary SOW to deliver any subsequent services with related SOWs. Where subsequent services have similar or conflicting deliverables, this SOW will take precedence.
- Additional data provided after agreed upon due dates in the project timeline may result in a change order.
- Rescheduling or cancellation of the service within two (2) weeks of the scheduled delivery date will result in a rescheduling fee.
- Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Manager, whether there is a cost impact or not.



Project Schedule:

The schedule will be defined by the other professional services provided in this contract.

Rates / Price:

The price for this service has been determined in accordance with the other SOWs included in this contract. If additional services are required that are not included in the scope, pricing will be determined via a change order.

Invoicing:

Invoicing will occur per the agreed upon terms in this contract.



Predictor Enterprise Implementation and Training - Statement of Work

Package 2

Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

*A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term 'first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision-making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):



Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Pre-Workshop Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

Client Responsibilities

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that



participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.

3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

Task 2: Lifecycle Model Training and Model Building Workshop [Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

Workshop Session 1: (3 hours)

Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;
3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;



4. Integration with GIS;
 5. Reporting methods.
-
2. Lifecycle Model Development and Training for Asset Group 1

Workshop Session 2: (3 hours)

Workshop Session 3: (3 hours)

Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

- a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
- b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
- c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
- d. Degradation Profile. The deterioration curve of the asset(s).
- e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
- f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
- g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
- h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
- i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
- j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- k. Data acquisition from a Feature Service on ArcGIS Online
 - l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
- m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
- n. Predictor Enterprise Reports
- o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class



3. Wrap Up

Workshop Session 4: (3 hours)

Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

Client Responsibilities

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

Deliverables

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

Task 3: Post Workshop Training and Support

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models,



reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.

3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.



Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

| Predictor Enterprise Model Development Milestones | Description | Percentage |
|---|--|------------|
| Kickoff and Data Gathering | Kickoff meeting and initial model preparation (Task 1) | 50% |
| Workshop Sessions and Wrap Up | Lifecycle model building, workshop sessions and wrap up (Task 2) | 50% |



Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of



Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-382920 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Brightly Illuminate

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten

Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is \$995 for tuition only and \$1895 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.





Signature

Presented to:

Q-382920

October 12, 2023, 4:18:53 PM

Accepted by:

Damien R. Arrula

Printed Name

Damien R. Arrula (Nov 29, 2023 19:15 PST)

Signed Name

City Administrator

Title

Nov 29, 2023

Date

ATTACHMENT 2

CITY COUNCIL STAFF REPORT



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC., FOR CITYWIDE ASSET MANAGEMENT PROGRAM AND PURCHASE OF BRIGHTLY ASSET MANAGEMENT SOFTWARE MODULE**

FISCAL

IMPACT: EXPENSE: \$119,254.44 PROFESSIONAL SERVICES AGREEMENT
\$ 11,925.44 TOTAL CONTINGENCY AMOUNT
\$131,179.88 TOTAL AMOUNT

\$ 35,774.53 PURCHASE OF SOFTWARE MODULE
\$ 3,577.45 TOTAL CONTINGENCY AMOUNT
\$ 39,351.98 TOTAL AMOUNT

\$170,531.86 GRAND TOTAL AMOUNT

BUDGETED: \$171,000.00 TOTAL PROJECT BUDGET
\$100,000.00 FY 2023-24 CIP BUDGET (109800-6770
JL#24903-6770)
\$ 71,000.00 PROPOSED BUDGET RESOLUTION (799800-6770
JL#24903-6770)

SUMMARY:

Staff prepared a Request for Proposals and solicited competitive proposals from qualified asset management assessment teams for the purpose of developing the City's first comprehensive Asset Management Program (Program). The Program entails a detailed facility condition assessment and preparation of a 10-year facility capital improvement budget, creation of an asset registry with asset barcoding system, completion of needs and risk assessments, preparation of preventative maintenance plans for all assets and integration of the program into a new asset management software program for Public Works personnel to utilize for the purpose of conducting more proactive maintenance and management of the City's various assets. A total of three (3) proposals for this project were received. A Selection Committee consisting of the Deputy City Administrator, Deputy Director of Community Services, Senior Management Analyst and Public Works Intern reviewed and scored the proposals.

On February 1, 2022, the City Council approved a Master Subscription Agreement (Agreement) with Brightly Software, Inc. (Brightly), formerly known as Dude Solutions, to purchase and implement SmartGov, a permit tracking/land management software. Since then, the City has sought to purchase and integrate additional work modules from Brightly into the City's operations. The adopted Fiscal Year (FY) 2023-24 Capital Improvement Program (CIP) Budget includes funding for a Public Works asset management and condition assessment master plan. As part of this project, Staff is recommending the purchase of the Brightly Asset Essentials™ module, an asset management software to have a computerized inventory of City facility and park assets to strategically schedule proactive maintenance tasks, log repairs, and budget for replacements of critical infrastructure necessary for smooth operations of City services. The new module will work seamlessly with the new Brightly permit tracking system the City recently implemented. The executed, negotiated agreement from Smartgov governs this Asset Essentials purchase. In accordance with the City's purchasing policy section 10D, Staff is proposing to utilize a cooperative agreement competitively solicited through Sourcewell for the purchase of this module.

The recommended actions accept the recommendation of the Selection Committee to award a Professional Services Agreement to Bureau Veritas for a not-to-exceed amount of \$119,254.44 to conduct a Citywide Asset Management Program and \$35,774.53 to purchase Brightly Asset Essentials™ module for proactive repair and maintenance of all City assets.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement to Bureau Veritas for a not-to-exceed amount of \$119,254.44 to prepare a Citywide Asset Management Program.
2. Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or \$11,925.44; and
3. Approve a Purchase Order with Brightly Software, Inc., formerly known as Dude Solutions, Inc. ("DSI"), pursuant to Sourcewell procurement contract #090320-SDI for the purchase of the Brightly Asset Essentials Module™ for \$35,774.53; and
4. Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or \$3,577.45; and
5. Adopt Resolution No. R-2023-88, 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
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 agenda item.

DISCUSSION:

Asset Management Program

Pursuant to City Council policy direction, Staff has been tasked with creating a Citywide Asset Management Program (Program) which includes a detailed facility condition assessment and capital improvement program. In addition, the Program includes a detailed risk and needs analysis, creation of an asset registry and barcoding system, preparation of preventative maintenance programs for all assets and integration of the Program into a new asset management software program. The software is designed to operate and maintain its facility and park assets more effectively. The City does not currently maintain any registry of its assets, maintenance records or history, asset management software or a routine regularly scheduled preventative maintenance program for its assets. The purpose of the program is to allow the City to effectively address preventative maintenance needs and anticipate maintenance and replacement costs and allocate appropriate funding through the City's Capital Improvement Program Budget. The City last completed a facility condition assessment in 2012 which did not evaluate all City assets in its inventory.

The goal of the City's new Asset Management Program is to shift from reactive maintenance and repairs to proactive planning and management of infrastructure assets through focused Asset Management Plans utilizing asset management software. The Asset Management Program will be centered around a detailed facility condition assessment and will focus on City buildings and facilities such as City Hall and the police station, fire stations, community centers and gyms, restroom buildings, storm water pump stations, the Bradford Pedestrian Bridge and park facilities.

A total of three (3) proposals for this project were received. A Selection Committee consisting of the Deputy City Administrator, Deputy Director of Community Services, Senior Management Analyst and Public Works Intern reviewed the proposals. The following table outlines the combined final scores and rankings:

| RANKING | CONSULTANT | TOTAL SCORE |
|----------------|----------------------------|--------------------|
| 1 | Bureau Veritas | 333 |
| 2 | ALPHA Facilities Solutions | 307 |
| 3 | Kayuga Solution | 275 |

Bureau Veritas (BV) was the highest ranked firm based upon their extensive experience in conducting and delivering asset management programs in California as well as their understanding of the City's work scope and the City's vision for this program. BV was the lead consultant that completed the City of Placentia's Planning software implementation in 2022 and are very familiar and experienced in working with Brightly's Asset Essentials module (as recommended below) and have completed numerous similar integrations with other Cities. BV will be responsible for populating the new database and providing the City with a turn-key system ready for end-user training and application.

In addition, sealed cost proposals were received from each firm which were opened and evaluated at the conclusion of the review process. Consultant cost proposals are based upon hourly rates for each assigned project team member multiplied by the total number of allocated hours by task. Professional services agreements are awarded based upon qualifications; however, cost proposals are considered only to the extent that the proposed cost is reasonable for the services to be delivered. The cost proposals noted in the table below reflect each consultant's cost to conduct a citywide asset management program:

| Consultant | Complete Cost Package |
|----------------------------|------------------------------|
| Bureau Veritas | \$119,254.44 |
| ALPHA Facilities Solutions | \$83,695.69 |
| Kayuga Solution | \$261,230.00 |

Once the BV team was identified as the top-ranked firm, Staff confirmed with BV that the work scope and fee is complete and covers all of the tasks called out in the City's RFP. The scope includes the conduction of a facility condition assessment, asset registry, risk analysis, needs assessment, preventive maintenance program, and the asset management software implementation. It is anticipated the asset management program will be completed within six (6) months of the City issuing BV a Notice to Proceed with this work with the facility condition assessment and list of capital improvements completed by the end of March 2024.

Asset Management Program Software

The Public Works Department currently relies upon service requests submitted through iPlacencia/GoGov, the City's citizen request management software to serve as a quasi-work order system, Staff memory and spreadsheets to manage, track, and maintain assets associated with facilities. The City requires a comprehensive asset management software program to efficiently manage and maintain critical infrastructure asset data. Asset management software also known as a computer maintenance management system (CMMS) is a specialized software system designed to help organizations track, manage, and optimize their assets throughout their lifecycle. The software helps organizations maintain an accurate inventory of their assets and schedule and track preventative maintenance tasks, reducing downtime, extending asset lifecycles, and optimizing maintenance costs. The transition to asset management software will further the City's efforts towards proactive preventative maintenance, streamline work order processing, and reduce costs through efficiencies by improving internal workflows and accurate record keeping. Asset management software will also provide Staff with accurate information in the field through mobile technology and allow Staff to maintain the City's facilities and parks at optimum levels.

During the implementation process of the City's new SmartGov system currently being used to track and manage building and encroachment permitting, Staff learned from Brightly Software, Inc., formerly known as Dude Solutions, Inc. (DSI), that it offers an asset management software module that can be easily integrated into the City's new system known as Asset Essentials™. This is a cloud-based work and asset management platform designed for simple and advanced asset and operations management and is geared toward facilities, public works, utilities and related public services. Through this software, users can initiate, assign, and track the progress of maintenance work orders; manage assets and equipment for all properties with advanced mobile and geographic information system (GIS) capabilities; develop advanced workflows with

preventive maintenance scheduling; leverage Internet of Things (IoT) technology for predictive maintenance; and manage inventory. In addition, Asset Essentials™ has functionality for document management and reporting and mobile capabilities. The mobile component of the software offers easy-to-use mobile usage for Staff to access, fulfill and include notes on work completed in the field.

Staff recommends that the City Council authorize the purchase and implementation of the Brightly's Asset Essentials™ software through the Sourcewell Cooperative Contract to assist with the development and implementation of a Citywide Asset Management Program. Asset Essentials™ will allow the City to integrate with the City's existing system of SmartGov under Brightly's enterprise software system and seamlessly integrate the City's GIS database into Asset Essentials which has already been integrated into the main Brightly system.

Staff issued a request for proposals to create the City's first asset management program from qualified firms. If approved, the purchase of Asset Essentials™ will allow Staff to simultaneously work with the selected consultant to create a digital database of the City's asset inventory and setup internal workflows as the City conducts its facility condition assessment and develops the Program. This will reduce the implementation time of the Program and provide Staff with the support needed to setup the new asset management software.

Pursuant to the City's purchasing policy, the City can piggyback off existing competitively bid contracts such as Sourcewell's contract with Brightly for the purchase of public sector software. The recommended actions authorize the City Administrator to approve the proposal and purchase order with Brightly for the purchase and implementation of Asset Essentials™.

FISCAL IMPACT:

The recommended actions will approve an agreement with BV to provide the Asset Management Program for a not-to-exceed contract amount of \$119,254.44. The implementation, licensing, and initial purchase costs of Asset Essentials™ from January 1, 2024, through June 30, 2024, is \$34,774.53. If the purchase of this software is approved, Staff will bring forward future subscription renewals for the City Council's consideration and include those costs in the proposed FY 2024-25 Operating Budget. The grand total cost of the recommended actions amounts to \$170,531.86 inclusive of a 10% contract contingency. A total of \$100,000 has been budgeted in the FY 2023-24 CIP Budget to cover the cost. Staff is recommending Resolution R-2023-88 (Attachment 3) to appropriate \$71,000 from existing Measure U fund balance to support the cost of the proposed project. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:



Elsa Y. Robinson
Senior Management Analyst



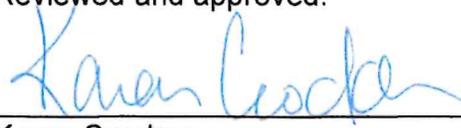
Jennifer Lampman
Director of Finance

Reviewed and approved:



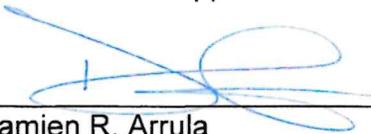
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Karen Crocker
Director of Community Services

Reviewed and approved:



Damien R. Arrula

Attachments:

1. Professional Services Agreement with Bureau Veritas
2. Asset Essentials Proposal
3. Budget Amendment Resolution No. 2023-88

ATTACHMENT 3

**CITY'S MASTER SUBSCRIPTION AGREEMENT
WITH BRIGHTLY SOFTWARE INC**

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DUDE SOLUTIONS, INC.", CHANGING ITS NAME FROM "DUDE SOLUTIONS, INC." TO "BRIGHTLY SOFTWARE, INC.", FILED IN THIS OFFICE ON THE EIGHTH DAY OF MARCH, A.D. 2022, AT 8:04 O`CLOCK A.M.



5473758 8100
SR# 20220912063

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202848857

Date: 03-08-22



MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions ("DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, SUBSCRIBER AGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

1.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

1.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5 "Subscription Fee" means the fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if applicable the API.

1.6 "API" means DSI's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI's sole discretion.

1.7 "Beta Services" means DSI Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 “Confidential Information” means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), that is identified as confidential, proprietary or that a reasonable person should have known, was the Confidential Information of the other party given the nature of the circumstances or disclosure, or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, pricing, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

1.9 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.10 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.11 “Dude Solutions” or “DSI” means Dude Solutions, Inc., Dude Solutions Canada, Inc., Assetic Australia Pty Ltd and Confirm Solutions Limited together with their affiliates, successors and assigns.

1.12 “DSI Data” means all data, information and other content provided by or on behalf of DSI to any of the DSI Services.

1.13 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.14 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.15 “Order Form” means DSI’s ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. By entering into an Order Form, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

1.16 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed at www.dudesolutions.com.

1.17 "Professional Service" means the professional, technical, consulting and/or other services to be performed by DSI that are ordered by Subscriber on an Order Form or provided without charge (if applicable).

1.18 "Service" means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components. For avoidance of doubt, Service applies only to Subscriber's production instances and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

1.19 "Subscriber" means the City of Placentia.

1.20 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

1.21 "Subscriber-Hosted Software" means DSI's suite of Software-as-a-Service (SaaS) software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

1.22 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and API; Proprietary Rights

2.1 DSI Cloud Service; Subscriber-Hosted Software.

(a) DSI Cloud Service. Unless otherwise specified on an applicable Order Form, DSI Service shall be provided as DSI-hosted, cloud Service. DSI grants Subscriber a non-exclusive and non-transferable right to access and use the Service for the Term.

(b) Subscriber-Hosted Software. Where an applicable Order Form sets forth Subscriber-Hosted Software, subject to the provisions of this Agreement, DSI grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the software for the Term. In respect of such Subscriber-Hosted Software:

1. Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order Form (i.e. implementation).
2. Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems.

All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

3. Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Form on which, or in connection with which, the Subscriber-Hosted Service will be used.

2.2 Use of the Service and API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP ("Implementation, Training and Support Program"), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology. DSI sets and enforces limits on Subscriber use of DSI API (e.g. limiting the number of API requests that may be made or the number of Subscriber uses). Subscriber agrees to, and will not circumvent, DSI's usage guidelines and volume limits as described in DSI's technical documentation or other documentation otherwise made available to Subscriber. Any usage beyond the guidelines and volume limits must obtain DSI's prior express consent from DSI. DSI may modify, amend, change, or deprecate all or part of the API from time-to-time (an "API Modification"). DSI shall use reasonable efforts to provide thirty (30) day notice to Subscriber of any such API Modifications. Any changes to new API functions or changes made for legal reasons will be effective immediately. If Subscriber does not agree to the modification, Subscriber may discontinue use of that API. Subscriber's continued use of the API constitutes acceptance of the modifications.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts

and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or API to provide any service bureau services or any services on a similar basis; (iv) use the Service or API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or API; (ix) interfere with or disrupt the integrity or performance of the Service, API or the data contained therein; (x) access or use the Service or API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or API or monitor the availability and/or functionality of the Service or API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, API or any DSI data received via API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Services. DSI hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall use reasonable efforts to provide thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address

shall not be able to access the Service or API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(h) *Beta Services.* From time to time, DSI may make Beta Service available to Subscribers at no charge. Subscriber may choose to try such Beta Service or not in its sole discretion. Use of the Beta Service is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Service at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Service availability at any time in its sole discretion without notice. NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES AND DISCLAIMERS IN SECTION 7, BETA SERVICE AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. DSI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICE UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICE PROVIDED SHALL NOT EXCEED \$500.00.

2.3 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to (i) use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Service and (ii) use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Service and DSI's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to natural persons.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services").

3.2 Professional Services. DSI shall provide Professional Services that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement and, if applicable, DSI's Professional Services Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable business hours.

(b) DSI shall use reasonable efforts to ensure the availability of API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes API

(including, without limitation, any such product, application or service developed by Subscriber). Subscriber shall not represent to any Third Party any availability or performance levels with respect to API.

3.4 **Protection of Subscriber Data.** DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. All data and information provided by Subscriber through its use of the Service is subject to DSI's Privacy Policy, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and may delete or destroy what remains in its possession or control unless prohibited by law.

(a) If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Services, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

(b) If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "**Data Protection Legislation**" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. DSI and Subscriber agree that DSI will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). DSI will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland, or EEA are processed by DSI, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent DSI processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and DSI agree that Subscriber are each the data exporter and Subscriber's acceptance of this Agreement or applicable Order Form shall be treated as its execution of the standard contract clauses.

Section 4.0 Third Party Interactions

4.1 **Relationship to Third Parties.** In connection with Subscriber's use of the Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, API and a Third Party provider; (iv) receive additional functionality within the user interface of the Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. DSI does not warrant any Third Party providers or any of their products or services, whether or not

such products or services are designated by DSI as “certified,” “validated,” “premier” and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service.

4.2 **Ownership.** Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber’s responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

Section 5.0 Fees and Payment

5.1 **Fees.** Subscriber shall pay to DSI all fees specified in Order Forms. All Subscription Fees are non-refundable and non-cancelable, and the Subscription Fee for such Service subscription shall be invoiced upon commencement of the Initial Term of a Service subscription. Thereafter, DSI shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to its commencement. Unless Subscriber provides written notice of termination in accordance with Section 6.1, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of DSI’s applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI promptly of any changes to such information.

5.2 RESERVED.

5.3 **Overdue Charges.** If any invoiced amount is not received by DSI by the due date, without limiting DSI’s rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. DSI reserves the right to condition an overdue Account’s future subscription renewals and Order Forms on shorter payment terms than those stated herein.

5.4 **Renewal Charges.** DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5 **Taxes.** DSI’s fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.5, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber’s failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

5.6 **Purchases through Resellers.** In the event Subscriber purchases the Services (including any renewals thereof) through an authorized reseller of DSI, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, DSI shall have the right to terminate Subscriber’s access to the Service at any time upon thirty (30) days’ prior written notice to Subscriber unless Subscriber and DSI have agreed otherwise in writing.

Section 6.0 Term and Termination

6.1 **Term.** This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or has been terminated (the "**Term**"). The initial term of the Service subscription shall be set forth on the Order Form (the "**Initial Term**"). Thereafter, except as stated on an applicable Order Form, the Service subscription shall automatically renew for additional periods equal to the expiring term or one year, whichever is longer (each, a "**Renewal Term**") unless either party has provided written notice of its intent to terminate the Service subscription not less than forty-five (45) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 **Termination.** Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party or (ii) Subscriber becomes the subject of a petition in bankruptcy or other similar proceeding; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. If the Agreement is terminated by Subscriber in accordance with this Section 6.2, DSI will refund any prepaid Subscription Fees covering the remainder of the Term of all Order Forms after the effective date of termination. If the Agreement is terminated by DSI in accordance with this Section 6.2, Subscriber will pay any unpaid fees covering the remainder of the term on all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Subscriber of its obligation to pay any fees payable to DSI for the period prior to the effective date of termination. Without limiting the foregoing, in the event such breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect to suspend Subscriber's access and use of the Service, API and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 **Effect of Termination.** Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically and immediately cease, and (ii) subject to Section 3.4, DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.4 **Survival.** The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2, 3.4, 6.3, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 **Representations.** Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 **Warranties.**

(a) DSI represents and warrants that during the applicable subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.2 (Termination).

(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(c) SERVICE, CONTENT, DOCUMENTATION, STORED DATA AND BETA SERVICE ARE PROVIDED "AS-IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, DOCUMENTATION, STORED DATA OR BETA SERVICES. PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.3 Indemnification.

(a) *Indemnity by DSI.* DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the Term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation or a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b) To the extent permitted by law, Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber

for any Claim of infringement or misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

Section 8.0 Confidentiality

8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) use the Confidential Information solely for a purpose permitted by this Agreement; (ii) use the same degree of care as Receiving Party uses with its own Confidential Information that it uses to protect its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent unauthorized access, reproduction, disclosure, or use of any Confidential Information; and (iii) restrict access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligations no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

8.2 Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information of the Disclosing Party to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9 Miscellaneous

9.1 **Compliance with Laws.** Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2 **Publicity.** DSI is permitted to: (i) include Subscriber's name and logo in accordance with Subscriber's trademark guidelines; and (ii) list the Services selected by Subscriber, in public statements and client lists. Subscriber agrees to participate in press releases, case studies and other collateral using quotes or requiring active participation, the specific details of which shall be subject to mutual consent.

9.3 **Relationship of the Parties.** DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4 **Waiver.** No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5 **Assignment.** Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6 **Force Majeure.** Subject to the limitations set forth below and except for fees due for Service rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7 **Entity, Governing Law, Notices and Venue.** All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to DSI at notice@dudesolutions.com. The DSI entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

(a) In the United States and all other domiciles not otherwise mentioned, the DSI entity is Dude Solutions, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 400, Cary, NC 27518, attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be Delaware without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Subscriber is a public entity.

(b) In Canada, the DSI entity is Dude Solutions Canada, Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 attn: Dude Solutions General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.

(c) In the United Kingdom or a country in Europe, the DSI entity is Confirm Solutions Limited, a limited company in England, notices shall be addressed to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

(d) In Australia, New Zealand, a country in Asia or the Pacific region, the DSI entity is Assetic Australia Pty Ltd, a proprietary limited company in Australia, notices shall be addressed to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

9.8 **Interpretation of Agreement.** The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.9 **No Third Party Beneficiaries.** No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.10 **Severability.** The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.11 **Entire Agreement.** This Agreement, including any applicable Order Form, is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order Form, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.12 **Export Compliance.** The Service, Professional Service, Content or other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service, Content or other DSI technology in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

9.13 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

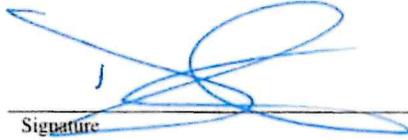
9.14 **Cooperative Use.** With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

[Remainder of page intentionally left blank; signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

City Of Placentia

Dude Solutions, Inc.


Signature


Signature

Damien B. Arcula
Print Name

Dan Graham
Print Name

City Administrator
Title

CFO
Title

Date Signed

February 8, 2022
Date Signed


City Attorney

Attachment A: Insurance Requirements

1. **Minimum Scope and Limits of Insurance.** DSI 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 authorized 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) Commercial general liability, 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) 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 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. DSI 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 arising from work performed by DSI for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(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 claim and aggregate. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. DSI shall obtain and maintain said E&O liability insurance during the life of this Agreement.

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 DSI pursuant to this Agreement; products and completed operations of the DSI; premises owned, occupied or used by the DSI; automobiles leased, hired, or borrowed by the DSI."

(b) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers with respect to liability arising out of activities performed by or on behalf of DSI pursuant to this Agreement. Any other insurance maintained by the City of Placentia, shall be excess and not contributing with the insurance provided by this policy."

(c) 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.

(d) The DSI'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.

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.

4. Certificates of Insurance. DSI 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.

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 DSI may be held responsible for payments of damages to persons or property.

ATTACHMENT

**BRIGHTLY SOFTWARE INC'S
SOURCEWELL CONTRACT #090320-SDI**



Solicitation Number: RFP #090320

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Dude Solutions, Inc., 11000 Regency Pkwy. #110, Cary, NC 27518 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. **PARTICIPATION.** Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Dude Solutions, Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D00489...

DocuSigned by:
Brian Benfer
By: _____
3E8A039B93A40C...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Brian Benfer
Title: SVP of Sales

Date: 10/27/2020 | 11:52 AM CDT

Date: 11/6/2020 | 10:31 AM CST

Approved:

DocuSigned by:
Chad Coquette
By: _____
7E42BBF817A64CC...

Chad Coquette
Title: Executive Director/CEO

Date: 11/6/2020 | 10:35 AM CST

**AMENDMENT #1
TO
CONTRACT # 090320-SDI**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Brightly Software, Inc.** (Supplier).

Sourcewell awarded a contract to Dude Solutions, Inc. to provide Public Sector and Education Administration Software Solutions with Related Services, to Sourcewell and its Participating Entities, effective November 6, 2020, through November 2, 2024 (Contract).

Supplier notified Sourcewell that it changed its name to Brightly Software, Inc. Supplier has requested modification to the Sourcewell Contract to reflect the name change.

The parties wish to amend the Contract as follows:

Throughout the Contract, the name "Dude Solutions, Inc.," will be replaced with "Brightly Software, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Brightly Software, Inc.

DocuSigned by:
By: Jeremy Schwartz
Jeremy Schwartz, Chief Procurement Officer
Date: 3/10/2022 | 8:33 AM CST

DocuSigned by:
By: Dan Graham
Dan Graham, CFO
Date: 3/9/2022 | 7:00 PM EST

Approved:

DocuSigned by:
By: Chad Coquette
Chad Coquette, Executive Director/CEO
Date: 3/10/2022 | 8:34 AM CST

PO Requisition Packet - Brightly Software - Asset Essentials Software

Final Audit Report

2023-11-30

| | |
|-----------------|---|
| Created: | 2023-11-28 |
| By: | Elsa Robinson (erobinson@placentia.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwQrvZ6zLr8pwKGP2rDDAghKzTNUXIni |

"PO Requisition Packet - Brightly Software - Asset Essentials Software" History

-  Document created by Elsa Robinson (erobinson@placentia.org)
2023-11-28 - 10:22:28 PM GMT
-  Document emailed to Luis Estevez (lestevez@placentia.org) for signature
2023-11-28 - 10:25:21 PM GMT
-  Email viewed by Luis Estevez (lestevez@placentia.org)
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-  Document e-signed by Luis Estevez (lestevez@placentia.org)
Signature Date: 2023-11-29 - 5:54:10 PM GMT - Time Source: server
-  Document emailed to Jennifer Lampman (jlampman@placentia.org) for signature
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-  Email viewed by Jennifer Lampman (jlampman@placentia.org)
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-  Document e-signed by Jennifer Lampman (jlampman@placentia.org)
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-  Document emailed to Damien R. Arrula (darrula@placentia.org) for signature
2023-11-29 - 7:04:35 PM GMT
-  Email viewed by Damien R. Arrula (darrula@placentia.org)
2023-11-30 - 3:15:28 AM GMT
-  Document e-signed by Damien R. Arrula (darrula@placentia.org)
Signature Date: 2023-11-30 - 3:15:59 AM GMT - Time Source: server

✔ Agreement completed.

2023-11-30 - 3:15:59 AM GMT



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 16, 2024

SUBJECT: **PURCHASE OF ONE (1) NEW FLEET VEHICLE FOR THE CODE ENFORCEMENT DIVISION**

FISCAL
IMPACT: EXPENSE: \$75,236.56 TOTAL PURCHASE PRICE

BUDGETED: \$80,000.00 FY 2024-25 CIP BUDGET
\$60,000.00 MEASURE U (798509-6842)
\$20,000.00 EQUIPMENT REPLACEMENT FUND (418509-6842)

SUMMARY:

Annually, the Public Works Department evaluates the City's Fleet and recommends the replacement of existing vehicles and purchase of new ones based on the useful service lives and needs of City operations. As part of the approved Fiscal Year (FY) 2024-25 Capital Improvement Program (CIP) Budget, the City Council budgeted funds in the current fiscal year to replace and purchase several new vehicles and equipment within the City's Fleet including one new truck for the Code Enforcement Division.

During the FY 24-25 Budget development process, Staff identified the need to purchase one full-size pickup truck to meet the increasing demands of the Code Enforcement Division. Currently, the Code Enforcement Division (Division) is assigned two (2) 2022 Volkswagen ID.4 vehicles to conduct field operations. The Division needs a larger vehicle to respond to code enforcement issues that require the retrieval of large items such as shopping carts, vendor carts/stalls and unauthorized signage. The selected vehicle for this purchase is one (1) 2024 F-150 Lightning Crew Cab pickup truck and will be purchased from Ken Grody Ford. The truck is ready to be delivered upon receipt of an approved purchase order from the City. The total cost of the vehicle amounts to \$75,236.56. A total of \$80,000 has been budgeted in the FY 24-25 CIP Budget for this purpose. This recommended action will approve the purchase of the proposed vehicle using the available budgeted funds.

RECOMMENDATION:

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

1. Approve the purchase of one (1) 2024 Ford F-150 Lightning Crew Cab work truck from Ken Grody Ford in the amount of \$75,236.56; and

1.g.
July 16, 2024

2. Authorize the City Administrator to approve invoice changes up to 10% of the quoted amount; and
3. Authorize the City Administrator and/or his designee to issue a purchase order to Ken Grody Ford for this vehicle and 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 agenda item.

DISCUSSION:

The City Council budgeted funds in the current fiscal year to purchase a new truck for the Code Enforcement Division. For this purchase Staff determined the selected 2024 Ford F-150 Lightning Crew Cab truck to be a suitable vehicle for the needs of the Code Enforcement Division due to its ideal size, lower maintenance costs, and ride comfort. The City currently operates a fleet of electric vehicles and the purchase of an electric vehicle for this utility use furthers the City's goal of transitioning its fleet to electric vehicles when feasible. The vehicle has been placed on order by Ken Grody Ford and is ready for delivery if approved by the City Council.

Staff received one (1) suitable competitive bid from Ken Grody Ford for one (1) 2024 Ford F-150 Lightning crew cab truck in the amount of \$75,236.56. Staff recommends the purchase of the selected maintenance vehicle from Ken Grody Ford as they are the only vendor that can deliver this vehicle upon approval. Currently, there is a lack of vehicle inventory and a 2-3 year waiting period when ordering a truck directly from the factory. This action authorizes the purchase of one (1) F-150 Lightning truck for use by the Code Enforcement Division from Ken Grody Ford, utilizing budgeted funds within the adopted Fiscal Year (FY) 2024-25 Capital Improvement Program (CIP) Budget. Upon taking delivery of this vehicle, it will be added to the City's fleet management list. Staff will utilize the remaining budgeted funds to outfit the vehicle with the necessary tools and equipment upon receipt.

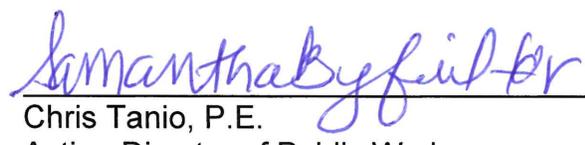
FISCAL IMPACT:

A total of \$80,000 in Measure U and Equipment Replacement funds was budgeted the FY 2024-25 CIP Budget for this purchase. The quote from Ken Grody to purchase one (1) 2024 Ford F-150 Lightning truck is for a total of \$75,236.56. As such, sufficient funds exist for the recommended actions. Once received, the vehicle will be added to the City's fleet inventory.

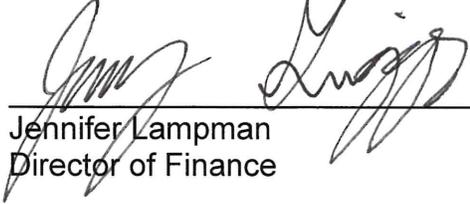
Prepared by:


Samantha Byfield
Public Works Manager

Reviewed and approved:


Chris Tanio, P.E.
Acting Director of Public Works.

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Quote from Ken Grody Ford

KEN GRODY FORD

CITY OF PLACENTIA
2024 LIGHTNING VIN RWG22362
SALESPERSON: NICHOLAS CAMPUZANO
7/3/2024 3:53 PM

This presentation is designed to provide an example of various finance options that may be available. Incentive programs, Rebates, Rates, Terms and Payments are estimates, subject to change and are impacted by individual credit history and subject to credit approval and program verification. Specific details will be provided when an alternative or alternatives are selected.

Cash Deal Structure

| | |
|-----------------------------|------------------|
| Vehicle Price | 69,090.00 |
| Document Prep Fee | 85.00 |
| Tire/Battery/VTR Fee | 8.75 |
| Sales Tax | 6,052.81 |

| | |
|------------------------|------------------|
| Due On Delivery | 75,236.56 |
|------------------------|------------------|

| | |
|-----------------------|---------------|
| Tax: 8.75% TAX | 8.75 % |
|-----------------------|---------------|

On Approved Credit. Payments are an estimate and may vary among lending institutions. The final terms of your loan or lease may differ depending on credit history and the actual terms of the financial institutions acceptance. Tax rules and amounts may vary based upon State or Locality. Vehicle Price is before Taxes and/or applicable fees. Tax Profile: 8.75% Tax



ford.com

VEHICLE DESCRIPTION

F-150 LIGHTNING

RW G22362

2024 F-150 4X4 SUPERCREW
145" WHEELBASE
131KWH EXT BAT-DUAL CHGR
SINGLE-SPEED TRANSMISSION

EXTERIOR OXFORD WHITE
INTERIOR MED DARK SLATE VINYL BUCKET

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- DAYTIME RUNNING LAMPS
- FULLY BOXED STEEL FRAME
- HEADLAMPS - AUTO HIGH BEAM
- HEADLAMPS - AUTOLAMP (ON/OFF)
- LARGE FRONT TRUNK AREA
- LED PROJECTOR W/ DYNAMIC BENDING HEADLAMPS
- LOCKING REMOVABLE TAILGATE WITH TAILGATE ASSIST
- PICKUP BOX TIE DOWN HOOKS
- POWER UP/DOWN FRONT HOOD
- REAR PRIVACY GLASS
- TRAILER SWAY CONTROL

INTERIOR

- 12" DIGITAL INSTRMNT CLSTR
- 1 TOUCH UP/DOWN DR/PASS WIN
- 60/40 FOLD-UP REAR BENCH
- A/C W/DUAL CLIMATE CONTROL
- AUTO-DIM REARVIEW MIRROR
- DOOR LOCKS - POWER
- DUAL VISOR VANITY MIRRORS
- FRONT ROW HEATED SEATS
- MESSAGE CTR: OUTSIDE TEMP, COMPASS, TRIP COMPUTER
- POWERPOINT - 2 120V
- TILT/TELESCOPE STR COLUMN

FUNCTIONAL

- AUTO HOLD
- BLIS W/CROSS-TRAFFIC ALERT
- CLASS IV TRAILER HITCH
- COIL SPRINGS FRONT & REAR
- FORDPASS CONNECT™ 4G HOTSPOT TELEMATICS MODEM
- LANE-KEEPING SYSTEM
- POST-COLLISION BRAKING
- PRE-COLLISION ASSIST W/AEB
- REAR ELOCKING AXLE
- REVERSE BRAKE ASSIST
- REVERSE SENSING AND REAR VIEW CAMERA
- SELECTABLE DRIVE MODES
- SYNC®4 W/EVR & 12" SCREEN

SAFETY/SECURITY

- ADVANCETRAC™ WITH RSC®
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LED CTR HIGH MNT STOP LAMP
- PERIMETER ALARM
- SOS POST-CRASH ALERT SYS™

WARRANTY

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/60,000 SAFETY RESTRAINT SYS
- 8YR/100,000 ELECTRIC VEHICLE COMPONENTS

INCLUDED ON THIS VEHICLE (MSRP)

EQUIPMENT GROUP 110A

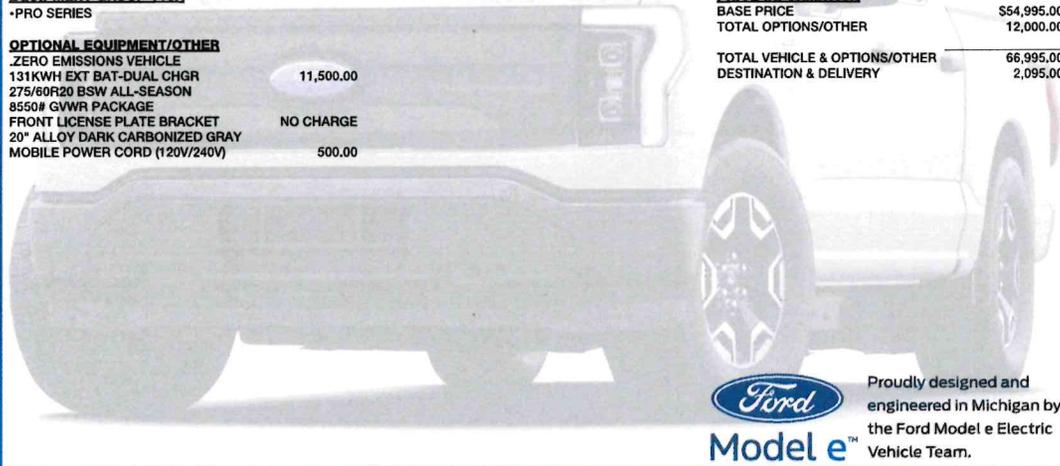
•PRO SERIES

OPTIONAL EQUIPMENT/OTHER

- ZERO EMISSIONS VEHICLE 11,500.00
- 131KWH EXT BAT-DUAL CHGR
- 275/60R20 BSW ALL-SEASON 8550# GWR PACKAGE
- FRONT LICENSE PLATE BRACKET NO CHARGE
- 20" ALLOY DARK CARBONIZED GRAY MOBILE POWER CORD (120V/240V) 500.00

PRICE INFORMATION

| | |
|--|-------------|
| BASE PRICE | \$54,995.00 |
| TOTAL OPTIONS/OTHER | 12,000.00 |
| TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY | 66,995.00 |
| | 2,095.00 |



Proudly designed and engineered in Michigan by the Ford Model e Electric Vehicle Team.

Model e™

| | | | |
|--|------------------------|--------|--|
| RAMP ONE | CH27 | CONVOY | TOTAL MSRP \$69,090.00 |
| RAMP TWO | ITEM #: 71-D359 O/T 60 | | |
| Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance . | | | SPECIAL ORDER RE201 R RB 2X 440 007285 05 20 24 |

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

EPA DOT Fuel Economy and Environment

Electric Vehicle

Fuel Economy

70 MPGe Standard Pickup Trucks range from 12 to 73 MPGe. The best vehicle rates 140 MPGe.

78 city 63 highway 48 kW-hrs per 100 miles

You save \$4,250 in fuel costs over 5 years compared to the average new vehicle.

Driving Range: 320 miles

Charge Time: 10.1 hours (240V)

Annual fuel cost \$1,100

Fuel Economy & Greenhouse Gas Rating (tailpipe only) 9

Smog Rating (tailpipe only) 10

This vehicle emits 0 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only). Does not include emissions from generating electricity. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs \$9,750 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$1.15 per kW-hr. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover. Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash ★★★★★
Driver Passenger

Side Crash ★★★★★
Front seat Rear seat

Rollover ★★★★★

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest. Source: National Highway Traffic Safety Administration (NHTSA). www.safercar.gov or 1-888-327-4236

2023 MOTORTREND TRUCK OF THE YEAR.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

FordPass Connect™ service and FordPass™ App required for certain remote features (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology / cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply. See your local Ford website for our privacy policy.

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including phthalates and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FRWG22362 TO 48028

Mag & Data rates may apply. Text HELP for help



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 16, 2024

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE FISCAL YEAR 2022-23 STREET REHABILITATION PROJECT, CITY PROJECT NO. 1301**

| | | | |
|----------------|-----------|-----------------------|--|
| FISCAL IMPACT: | EXPENSE: | \$5,383,306.25 | ORIGINAL CONSTRUCTION CONTRACT |
| | | \$ 538,330.63 | APPROVED CHANGE ORDERS NO. 1-2 |
| | | \$ 92,845.00 | CONSTRUCTION INSPECTION SERVICES |
| | | <u>\$6,014,481.88</u> | <u>TOTAL CONSTRUCTION COST</u> |
| | BUDGETED: | <u>\$6,153,023.73</u> | <u>TOTAL PROJECT BUDGET</u> |
| | | \$3,000,000.00 | FY 2023-24 CIP BUDGET (799800-6740 JL 791301-6740) |
| | | \$ 800,000.00 | FY 2023-24 CIP BUDGET (179800-6740 JL 171301-6740) |
| | | \$ 600,000.00 | FY 2023-24 CIP BUDGET (189800-6740 JL 181301-6740) |
| | | \$ 600,000.00 | FY 2023-24 CIP BUDGET (609800-6740 JL 601301-6740) |
| | | \$ 511,949.28 | FY 2023-24 CIP BUDGET (601301-6740 JL 601301-6740) |
| | | \$ 312,032.42 | FY 2023-24 CIP BUDGET (339800-6740 JL 331301-6740) |
| | | \$ 190,578.93 | FY 2023-24 CIP BUDGET (709800-6740 JL 791301-6740) |
| | | \$ 63,272.00 | FY 2023-24 CIP BUDGET (501301-6740) |
| | | \$ 39,418.10 | FY 2023-24 CIP BUDGET (791301-6740 JL 791301-6740) |

SUMMARY:

On October 17, 2023, the City Council awarded a construction contract to R.J. Noble Company, in the amount of \$5,383,306.25 for the rehabilitation of several arterial, collector and residential streets totaling 1.4 million square feet of Placentia roadways. In general, the work consisted of pavement reconstruction; replacement of damaged concrete sidewalk, curb, and gutter; installation of new concrete bus pads on Kraemer Boulevard and Orangethorpe Avenue; new signing, striping, markings, and pavement legends; signal modifications at two intersections within

1.h.
July 16, 2024

the project limits; and protection of the fiber network. The project was completed with the addition of two (2) change orders in the total amount of \$538,330.63, or ten percent (10%) of the construction contract amount. The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$5,921,636.88.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by R. J. Noble Company for construction of the Fiscal Year 2022-23 Street Rehabilitation Project, City Project No. 1301 for a grand total amount of \$5,921,636.88; and
2. Approve Resolution No. R-2024-51 A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Implement Public Infrastructure to Meet Community Needs, under Goal #5, which is to provide safe access to pedestrian and vehicular travel in the public right of way.

DISCUSSION:

The scope of this project entailed the rehabilitation of several arterial, collector and residential streets totaling 1.4 million square feet of Placentia roadways. In general, the work consisted of pavement reconstruction; replacement of damaged concrete sidewalk, curb, and gutter; installation of new concrete bus pads on Kraemer Boulevard and Orangethorpe Avenue; new signing, striping, markings, and pavement legends; signal modifications at two intersections - Orangethorpe Avenue and Kraemer Boulevard, as well as Placentia Avenue and Crowther Avenue; and protection of the fiber network. The location and limits of the street rehabilitation work included Orangethorpe Avenue (East of Placentia Avenue to West of Kraemer Boulevard), Crowther Avenue (East of Placentia Avenue to East of 57 Freeway Overpass), Bradford Avenue (North of Chapman Avenue to South of Yorba Linda Boulevard), Kraemer Boulevard (South of Chapman Avenue to South of Yorba Linda Boulevard) in addition to five residential cul-de-sac streets (Roanoke, Pecos River, Santee River, Salmon River and Rock River).

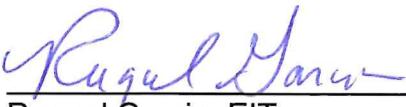
Two (2) contract change orders totaling an amount of \$538,330.63, or ten percent (10%) of the construction contract amount were executed during the contract. During the course of construction, a variety of elements altered the project scope and schedule which included removal and replacement of unsuitable subgrade, failed storm drain requiring removal and replacement, and additional striping changes. The City requested a unit price adjustment credit for additional asphalt and concrete used and was reimbursed for inspection hours outside of normal work hours. Additionally, the City was credited for liquidated damages by the Contractor for workdays in excess of the contract end date.

Funding for this project utilized several sources which included Gas Tax, Measure M, SB 1/RMRA, Measure U, TOD Traffic Impact Fees, and Various Agency Reimbursements (City of Anaheim, City of Fullerton, and SiFi Network). Approval of the Notice of Completion is the final step in this project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 35-day window to file any construction claims against the contractor. At the conclusion of the 35-day window, if no claims have been filed with the City against the contractor, the City can release the retention funds, which amount to five percent (5%) of the total construction cost.

FISCAL IMPACT:

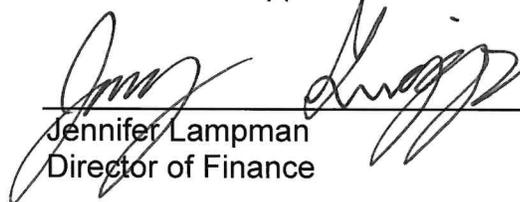
The final construction cost plus the two change orders amounts to \$5,921,636.88. This cost consists of the bid amount submitted by R. J. Noble Company in the amount of \$5,383,306.25 and \$538,330.63 for Contract Change Orders No. 1 and 2. The final contract with Fountainhead Consulting Corporation for Construction Inspection amounts to \$92,845.00. As part of the recommended actions, approval of Resolution No. R-2024-51 (Attachment 2) will appropriate additional funds from the TOD Traffic Impact Funds to this project to reduce the funds needed from Measure U Funds due to the final cost of the project, as well as reduce the Various Agency Share to reflect actual reimbursed amounts per agency for work performed on their utilities or within their jurisdictions. With the recommended budget amendment resolution and funds budgeted and available in the FY 2023-24 Capital Improvement Program Budget, there are sufficient funds for the recommended actions.

Prepared by:



Raquel Garcia, EIT
Associate Civil Engineer

Reviewed and approved:



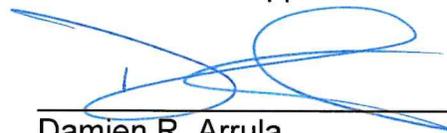
Jennifer Lampman
Director of Finance

Reviewed and approved:



Chris Tanio, P.E.
Acting Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Notice of Completion – R.J. Noble Company for Project No. 1301
2. Budget Amendment Resolution No. R-2024-51

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name

City Clerk

Street Address

City of Placentia

City & State

401 E. Chapman Ave.
Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: July 16, 2024

Deputy City Clerk – Carole Wayman

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is City of Placentia
- The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

- The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

N/A

- A work of improvement on the property hereinafter described was completed on May 28, 2024. The work done was:

FY 2022-23 Street Rehabilitation Project. City Project #1301. This work included pavement rehabilitation of several arterial, collector and residential streets, replacement of damaged concrete sidewalk, curb and gutter, installation of concrete bus pads, traffic signal modifications, new signing, striping and pavement markers.

The name of the contractor, if any, for such work of improvement was R. J. Noble Company

- 15505 East Lincoln Avenue, Orange, CA 92865

10/17/2023

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: FY 2022-23 Street Rehabilitation Project, City Project #1301

- The street address of said property is none

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: July 16, 2024

Verification for Individual Owner

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent – Damien R. Arrula – City Administrator

VERIFICATION

I, the undersigned, say: I am the City Administrator, Damien R. Arrula the declarant of the foregoing
(“President of”, “Manager of”, “Owner of”, etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on July 16, 2024, at Placentia, California.

(Date of Signature.)

(City where signed.)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)- Damien R Arrula – City Administrator

RESOLUTION NO. R-2024-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2023-24 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2023-24, via Resolution No. R-2023-42, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

| Fund | Description | Department | GL Account | JL Account | Amount | Type |
|----------------------------|------------------------------------|-------------------|-------------------|-------------------|---------------|---------------------|
| City Capital Projects Fund | Reimbursement from City of Anaheim | Public Works | 339800-4299 | 331301-4299 | (\$53,364.59) | Decrease in Revenue |
| Capital Project Fund | FY 2022-23 Roadway Rehab Project | Public Works | 339800-6740 | 331301-6740 | (\$53,364.59) | Decrease in Expense |
| City Capital Projects Fund | Reimbursement from Fullerton | Public Works | 339800-4299 | 331301-4299 | (\$32,602.99) | Decrease in Revenue |

| | | | | | | |
|----------------------------|----------------------------------|--------------|-------------|-------------|---------------|---------------------|
| Capital Project Fund | FY 2022-23 Roadway Rehab Project | Public Works | 339800-6740 | 331301-6740 | (\$32,602.99) | Decrease in Expense |
| City Capital Projects Fund | Reimbursement from SiFi | Public Works | 339800-4710 | 331301-4710 | \$7,500 | Revenue |
| City Capital Projects Fund | FY 2022-23 Roadway Rehab Project | Public Works | 339800-6740 | 331301-6740 | \$7,500 | Expense |
| TOD Traffic Impact Fee | TOD Traffic Mitigation | Public Works | 709800-6747 | 702001-6741 | \$95,578.93 | Decrease |
| TOD Traffic Impact Fee | FY 2022-23 Roadway Rehab Project | Public Works | 709800-6740 | 701301-6740 | \$95,578.93 | Increase |

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

PASSED, ADOPTED AND APPROVED THIS 16th DAY OF JULY 2024.

Jeremy B. Yamaguchi, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of July 2024 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 16, 2024

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE LA PLACITA PARKETTE IMPROVEMENT PROJECT, CITY PROJECT NO. 7911**

FISCAL
IMPACT: EXPENSE: \$ 292,617.30 ORIGINAL CONSTRUCTION CONTRACT
\$ 615.52 CHANGE ORDER NO. 1
\$ 293,232.82 TOTAL CONSTRUCTION COST

BUDGETED: \$ 726,050.00 FY 2022-23 & 2023-24 CIP PROJECT BUDGET

SUMMARY:

On November 7, 2023, the City Council awarded a construction contract to SDC Engineering, Inc, in the amount of \$292,617.30 for the La Placita Parkette Improvement Project. In general, the work consisted of removal of the existing playground and amenities, addition of water efficient irrigation, landscaping, decorative fencing, new park lighting, removal and replacement of damaged concrete sidewalk panels and provided Americans with Disabilities Act (ADA) accessibility improvements to ensure the park is fully accessible. The new playground equipment and rubberized surfacing is to be installed separately by the playground manufacturer. This portion of the project was completed with one balancing change order in the amount of \$615.52, or less than one percent of the construction contract amount. The construction has been completed to the satisfaction of the City. This action concludes the construction and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$293,232.82.

RECOMMENDATION:

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

1. Accept the work performed by SDC Engineering, Inc. for construction of the La Placita Parkette Improvement Project, City Project No. 7911 for a grand total amount of \$293,232.82; and
2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and

1.i.
July 16, 2024

3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Implement Public Infrastructure to Meet Community Needs, under Objective #5.2, which is working to complete the Placentia Parks Initiative Plan.

DISCUSSION:

On November 7, 2023, the City Council awarded a construction contract to SDC Engineering, Inc, in the amount of \$292,617.30 for the La Placita Parkette Improvement Project. The scope of this project entailed a complete renovation of La Placita Parkette. In general, the work consisted of removal of the existing playground and amenities, addition of water efficient irrigation, landscaping, decorative fencing, new park lighting, removal and replacement of damaged concrete sidewalk panels and provided Americans with Disabilities Act (ADA) accessibility improvements to ensure the park is fully accessible.

The City Council authorized contract change orders up to ten percent (10%) of the contract amount, or \$29,261.73. One balancing contract change order totaling \$615.52, or less than one percent of the construction contract amount, was executed during this contract.

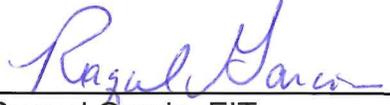
On June 7, 2022, the City Council approved the purchase and installation of the playground equipment through a separate contract by Great Western Installations Inc. The equipment was purchased in December of 2022 and the installation is being scheduled through the Community Services Department now that the park improvements have been completed. The citrus themed playground will feature a spinner, new slides, citrus tree climbers, shade sails, a playhouse, wagon climber, and inclusive play elements.

Funding for this project utilized several sources which included California Proposition 68 Parks and Water Bond of 2018 Funds, City Quimby In-Lieu Fees and General Funds. Approval of the Notice of Completion is the final step in this construction project and, if approved by the City Council, will be recorded with the Orange County Clerk-Recorder's Office starting the 35-day window to file any construction claims against the Contractor. At the conclusion of the 35-day window, if no claims have been filed with the City against the Contractor, the City can release the retention funds which amount to five percent (5%) of the total construction cost.

FISCAL IMPACT:

The total construction cost for the La Placita Parkette Improvement Project amounts to \$293,232.82. This cost consists of the bid amount submitted by SDC Engineering, Inc. in the amount of \$292,617.30 and the addition of \$615.52 for Balancing Contract Change Order No. 1. A total amount of \$726,050.00 was available and budgeted within the Fiscal Year (FY) 2023-24 Capital Improvement Program Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



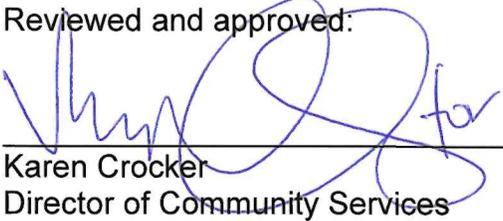
Raquel Garcia, EIT
Associate Civil Engineer

Reviewed and approved:



Chris Tanio, PE
Acting Director of Public Works

Reviewed and approved:



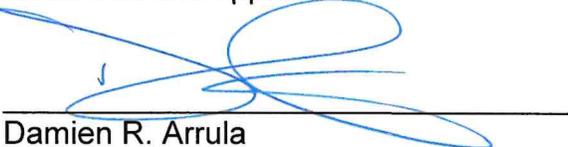
Karen Crocker
Director of Community Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Notice of Completion – SDC Engineering, Inc. for Project No. 7911

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name City Clerk
Street City of Placentia
Address 401 E. Chapman Ave.
City & Placentia, CA 92870
State

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval: July 16, 2024

Carole Wayman, Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- 1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870

- 4. The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- 5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES

N/A

- 6. A work of improvement on the property hereinafter described was completed on May 20, 2024. The work done was:

La Placita Parkette Improvement Project, City Project #7911. This work included removal of existing playground, addition of water efficient irrigation, landscaping, decorative fencing, lighting, concrete sidewalk and access ramp.

The name of the contractor, if any, for such work of improvement was SDC Engineering, Inc.

- 7. 24881 Alicia Parkway, Suite E #340, Laguna Hills, CA 92653

11/7/2023

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- 8. The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: La Placita Parkette Improvement Project, City Project #7911.

- 9. The street address of said property is 900 Gonzales St, Placentia, CA 92870.

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: July 16, 2024

Verification for Individual Owner

Damien R. Arrula, City Administrator

VERIFICATION

I, the undersigned, say: I am the City Administrator, Damien R. Arrula the declarant of the foregoing ("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

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

Executed on July 16, 2024, at Placentia, California.

(Date of Signature.)

(City where signed.)

Damien R. Arrula (Personal signature of the individual who is swearing that the contents of the notice of completion are true.)-



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 16, 2024

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS, INC. TO COMPLETE THE SP-5 CORRIDOR PLAN AND SPECIFIC PLAN UPDATE**

FISCAL
IMPACT:

| | |
|--|------------------|
| AMOUNT NEEDED FOR AGREEMENT: | \$389,129 |
| STAFF RECOMMENDED CONTINGENCY: | <u>\$+10,871</u> |
| TOTAL COST OF PROPOSED AGREEMENT: | \$400,000 |
| GENERAL PLAN UPDATE FEE FUNDS (749504-6017) (3 Years) | \$400,000 |

SUMMARY:

As part of the City Council's annual goal setting process, this year City Council included a goal to prepare an update to Specific Plan 5 (SP-5). This Specific Plan update will provide a vision for the future of SP-5, focusing on future land uses. This effort will also revitalize the SP-5 corridor with updated development standards and design guidelines that are specifically tailored to the neighborhood. As SP-5 is a Specific Plan, it is a Zoning document, and amending the Specific Plan requires supporting environmental documentation pursuant to the California Environmental Quality Act (CEQA). As such, Staff prepared a Request for Proposals (RFP) for the SP-5 Corridor Plan and Specific Plan Update. The RFP was circulated for approximately 3 weeks. The recommended actions would approve a Professional Services Agreement with Placeworks, Inc., in a not-to-exceed amount of \$400,000 over multiple Fiscal Years.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Placeworks, Inc. to provide professional services related to the SP-5 Corridor Plan and Specific Plan Update and supporting environmental documentation for an amount not to exceed \$400,000; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.j.
July 16, 2024

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 3.3 is to “Continue to recruit and attract retail, hotel and other commercial businesses that complement adjacent City assets and attractions (Anaheim Resort District, Cal State Fullerton, OC Vibe and Angel Stadium Projects)” and Objective Number 3.6 is to “Create design review guidelines and procedures”. This agenda item will update the SP-5 Specific Plan to include updated development standards and design guidelines. Also, This project area is poised to benefit directly from adjacent City assets and attractions (Anaheim Resort District, Cal State Fullerton, OC Vibe and Angel Stadium Projects). The SP-5 update is an advanced Planning effort that will result in optimizing land uses to benefit from adjacent assets and will shape the future land use pattern of SP-5.

BACKGROUND:

The General Plan is the City’s land use constitution, a legal policy document that is mandated to exist by the State of California. The General Plan is intended to reflect the community’s values and set policies to guide in the development, maintenance, and use of the City’s built environment. The Land Use Element is one of several mandatory General Plan Elements required by the State. On October 1, 2019, City Council adopted the comprehensive General Plan Update, which included an updated Land Use Element. The Land Use Element of the 2019 General Plan strongly encourages enhancements and improvements to the visual image, physical design characteristics, economic vitality and infrastructure of major corridors as indicated in the subsequent paragraphs.

Goal LU-1 states: Provide a well-balanced land use pattern that accommodates existing and future needs for housing, commercial, industrial, and open space/recreation uses, while providing adequate community services to City residents. Policy LU-1.10 further states: Create specific zoning or plans for major corridors within the City. This policy includes the SP-5 project area which runs adjacent to Placentia Avenue and Orangethorpe Avenue, among other major thoroughfares.

Goal LU-3 states: Revitalize underutilized, abandoned, or dilapidated commercial, industrial, and residential uses and properties. Policy LU-3.1 furthers this goal by stating: Encourage opportunities for redevelopment and improvements in the Old Town area, the TOD district, industrial areas, neighborhoods in the southern sector of the City, and commercial centers along major roadway corridors. This goal is consistent with the SP-5 project area which runs adjacent to Placentia Avenue and Orangethorpe Avenue, and an SP-5 update furthers this goal.

Goal LU-5 states: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas. Policy LU-6.6 furthers this goal by stating: Improve urban design in Placentia to ensure that development is both architecturally attractive and functionally compatible and to create identifiable neighborhoods, and community areas. The SP-5 Specific Plan update would further this goal.

Goal LU-6 states: Enhance and improve the visual image, economic vitality and infrastructure of the Old Town area, TOD, and surrounding areas, like the future Chapman corridor. Policy LU-6.6 furthers this goal by stating: Focus planning and economic development efforts to spur development and infrastructure improvement on major transportation corridors. The SP-5 update is an advanced Planning effort that will result in optimizing land uses to benefit from adjacent assets, will focus on economic development and will shape the future land use pattern of SP-5.

Goal LU-10 states: Create enhanced connectivity with California State University Fullerton (CSUF) campus community. Policy LU-10.2 furthers this goal by stating: In creating the aforementioned corridor plans, the City shall take into consideration the nearby Cal State University Fullerton campus community and capitalize on its proximity. The SP-5 update is an advanced Planning effort that will result in optimizing land uses to benefit from adjacent assets and will shape the future land use pattern of SP-5.

DISCUSSION:

The City Council, as part of their annual goal setting process, recently included a goal to prepare an update to Specific Plan 5 (SP-5). This Specific Plan update will provide a vision for the future of SP-5, focusing on future land uses. This effort will also revitalize the SP-5 corridor with updated development standards and design guidelines that are specifically tailored to the neighborhood. As SP-5 is a Specific Plan, it is a Zoning document, and amending the Specific Plan requires supporting environmental documentation pursuant to the California Environmental Quality Act (CEQA).

Prior to selecting Placeworks for this effort, the Development Services Department conducted an RFP process, which was circulated for approximately three weeks. Two professional firms responded: Kimley-Horn, and Placeworks. A staff project review team made up of the Director of Development Services, Planning Manager, and Public Works Senior Management Analyst reviewed the RFPs, and independently and unanimously ranked Placeworks first based upon qualifications and related experience.

Placeworks total cost was the least of the firms mentioned. The total amount of the PSA, \$400,000 represents \$389,129 based on Placeworks proposal, plus \$10,871 contingency. The recommended actions would approve a Professional Services Agreement with Placeworks, Inc., in a not-to-exceed amount of \$400,000 over multiple Fiscal Years.

FISCAL IMPACT:

The SP-5 Specific Plan update effort has been partially budgeted for in the FY 2024-25 CIP in the amount of \$98,000. The funding source for this effort is General Plan Update fee revenue, which is a sustainable revenue source that accrues annually and must be spent on Planning efforts related to the General Plan such as this project. To complete the task, an additional \$302,000 is proposed to be budgeted for the SP-5 update either mid-year FY 2024-25 or the additional amount(s) would be budgeted in FY 2025-26 and/or FY 2026-27 as this effort is scheduled to take approximately two years, meaning it could span three fiscal years. As noted, General Plan Update

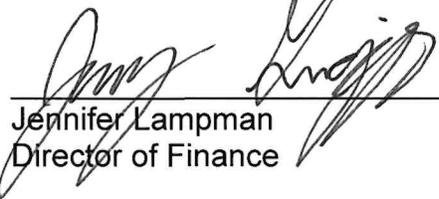
Fee Funds would be utilized for this project which are restricted to General Plan related studies and plans which does not affect operational funds.

Prepared by:



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. Professional Services Agreement with Placeworks, Inc.
 - Exhibit A. Scope of Work and Cost Proposal
 - Exhibit B. Insurance Requirements
 - Exhibit C. Certificates of Insurance

PSA TEMPLATE (LONG FORM)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
PLACEWORKS, INC.**

THIS AGREEMENT is made and entered into this 16th day of July, 2024 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and PLACEWORKS, INC, a California S-Corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to complete the SP-5 Corridor Plan and Specific Plan Update and related CEQA documents, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. 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 four hundred thousand Dollars (\$400,000), 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".

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 approximately 29 months, ending on December 31, 2026, 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 Consultant 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:

PLACEWORKS, INC.
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

Karen Gully,
Vice President and Managing

IF TO CITY:

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

Principal, Design

Tel. (714) 966-9220 ex. 2347
KGulley@placeworks.com

Tel: (714) 993-8234

Attn: Joe Lambert
JLambert@placentia.org

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 and City shall indemnify each other and their officials, officers, and employees from any losses incurred as a result of negligent acts or omissions, or willful misconduct of the indemnifying party, its officials, officers, employees, or subcontractors in connection with the performance of the scope of work of this Agreement. The parties acknowledge that neither party has an up-front obligation to provide a legal defense to the other party in connection with this indemnification obligation. In the event that either party incurs a loss resulting from the indemnifying party's negligent action or omission, or willful misconduct, the indemnifying party shall reimburse the indemnified party for its reasonable defense costs proportionate to the finally determined percentage of liability based upon the comparative fault of the indemnifying party. Consultant's liability shall be limited to the amounts available under Consultant's professional liability insurance policy.

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

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:

Joe Lambert, Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Joe Lambert, Director of Development Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



PLACEWORKS

Placentia SP-5 Corridor Plan and Specific Plan Update

CITY OF PLACENTIA • DUE JULY 5, 2024 (SUBMITTED JULY 3, 2024)





Kimberly Ave
PLACENTIA

Kimberly Ave

PLACENTIA CORPORATE CENTER

HENRY SCHEIN

Urgent Care

PLACENTIA
TIDEWAKE
(949) 561-1900
LACEY HORTON GARDNER



PLACENTIA



Placentia SP-5 Corridor Plan and Specific Plan Update



SUBMITTED TO:

CITY OF PLACENTIA

Department of Development Services
Joseph Lambert
Director of Development Services
401 East Chapman Avenue
Placentia CA 92870
714.993.8124 | jlambert@placentia.org

SUBMITTED BY:

PLACEWORKS

Karen Gulley
Managing Principal, Design
3 MacArthur Place, Suite 1100
Santa Ana CA 92707
714.966.9220 | kgulley@placeworks.com

WITH:

**FEHR & PEERS
FUSCOE ENGINEERING**

DUE JULY 5, 2024 (SUBMITTED JULY 3, 2024)

[PLACEWORKS.COM](https://www.placeworks.com)

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WHEELS
LIFTS



TRANSMITTAL LETTER



July 3, 2024

Joe Lambert, Director of Development Services
CITY OF PLACENTIA
Department of Development Services
401 East Chapman Avenue
Placentia, CA 92870

Subject: SP-5 Corridor Plan and Specific Plan Update

Dear Mr. Lambert:

Our team is excited to continue our work in Placentia, building off the Chapman Corridor Revitalization Plan to expand or implement new designations and standards for Specific Plan 5 (SP-5). This part of the city is a prime location to create a destination that could give visitors staying in the area a central hub to nearby attractions in Anaheim or elsewhere in Orange County. Capitalizing on the roughly 5-mile proximity to Disneyland and OCV!be—with their upcoming DisneyForward expansion and new entertainment and sports venues, respectively—SP-5 is an excellent opportunity to continue to spur economic growth for Placentia.

Similar to our approach for Chapman Corridor, we will work alongside the City to ensure the community and decision makers are involved in the planning process—providing valuable input and ensuring there are no surprises along the way. For the land use plan and standards, we will focus on creating a sense of place for this area, encouraging recreation, dining, and other experience-focused uses that will activate the area and support established development such as the existing hotels.

This proposal addresses the tasks identified in the RFP with two possible approaches for California Environmental Quality Act (CEQA) review that would tier off the findings of the Draft Environmental Impact Report (EIR) for the City of Placentia Rich Heritage, Bright Future: Placentia General Plan (General Plan Update) (2019 GP EIR). The first approach is an Addendum (“Option A”), which would provide the most efficient path for CEQA review. However, if the project triggers the conditions described in CEQA Guidelines Section 15162, a Subsequent EIR (SEIR) (“Option B”) would be required. Technical consultants supporting this team include Fuscoe Engineering (Fusco) and Fehr & Peers (F&P). Fuscoe will assist by preparing drainage, water, and sewer systems necessary for the Specific Plan Update and CEQA document. F&P will assist with traffic and mobility. The technical studies will support both the Specific Plan Update and CEQA effort.

It should be noted that F&P and Fuscoe are working on Chapman Corridor and have collaborated on several similar projects over the years. We look forward to assisting the City with this project.

This proposal shall remain valid for 180 days from the date of submittal. As a Principal, Karen Gulley is authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks. Please contact either of us at 714.966.9220 or via email with any questions.

We look forward to your response.

Respectfully submitted,

PLACEWORKS

A handwritten signature in blue ink, appearing to read "Suzanne Schwab".

Suzanne Schwab AICP | Associate Principal
x2323 | sschwab@placeworks.com

A handwritten signature in blue ink, appearing to read "Karen Gulley".

Karen Gulley | Managing Principal, Design
x2347 | kgulley@placeworks.com



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QUALIFICATIONS, RELATED EXPERIENCE, AND REFERENCES



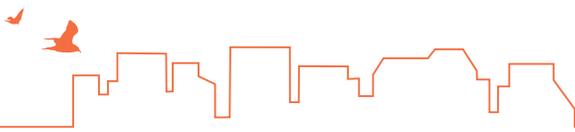


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interface rehab, inc.

MAXIM THERAPY
PHYSICAL OCCUPATIONAL SPEECH

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QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

PlaceWorks

Since its founding in 1975, PlaceWorks, Inc. has provided comprehensive land use/policy planning and land design services to both public- and private-sector clients. Since 1980, we have provided environmental compliance services.

As our name suggests, PlaceWorks is about places and how they work—geographically, environmentally, functionally, aesthetically and culturally—but we are also passionate about how we work collaboratively with our clients. Ours is a holistic approach. We celebrate personal passion and ownership while encouraging integrity, creativity, and innovative thinking. We bring people together from diverse practice areas, offering the best-of-all-worlds capability and connectivity. Just as each place we work with is distinctly different, so is our thinking.

Our Services

Community Planning

- Comprehensive Planning, including General Plans, Specific Plans
- Community Engagement
- Housing Research and Analysis
- Zoning and Form-Based Code
- Infill Planning and Design
- Corridor Planning
- Climate Adaptation and Resiliency Planning
- Transit-Oriented Development Planning
- Transportation and Active Transportation Planning
- Municipal Services
- Geographic Information Systems
- Creative Media

Design

- Transit-Oriented Design
- Downtown Planning & Design
- Design Standards & Guidelines
- Site Planning
- Large-Scale Planning and Design
- Entitlement Planning & Design
- Strategic Planning

Environmental Services

- CEQA/NEPA Documentation
- Third-Party Peer Review
- Technical Studies, including: Air Quality, GHG Emissions, Energy, Noise, Vibration & Acoustics, Hydrology & Water Quality/Supply, Health Risk Assessments, Wildfire and Safety, Visual Impact Analyses
- Regulatory Compliance

Economics

- Economic, Market & Fiscal Analysis
- Site Selection & Development
- Feasibility Studies
- Transfer of Development Rights

Landscape Architecture

- Park, Open Space, Trails Design and Project Management
- Streetscape Design
- Urban Forestry
- Storm Water Management
- Open Space Inventory
- Water Conservation
- Outdoor Environment Design
- Evidence-Based Design



Primary Contact

Karen Gulley

Vice President and Managing Principal, Design

PLACEWORKS

3 MacArthur Place, Suite 1100
Santa Ana CA 92707

714.966.9220 x2347
kgulley@placeworks.com

Company Ownership

100% Employee Owned California Corporation

Incorporated: September 5, 1975

Office Locations

- Santa Ana (Corporate Headquarters and lead office for this project)
- Los Angeles
- Ontario
- San Luis Obispo
- Berkeley
- Sacramento

Total Employees

Current Number of: 145
Past 7 years: 125 to 135

Hours of Operation

Monday–Friday, 8:00 am–5:00 pm

Website

<https://www.placeworks.com>



Our broad experience and technical proficiency have given us a keen understanding of the complexities of both public policies and project designs for sustainable development (economically, environmentally, and equitably). In addition to providing the requisite technical support for wide-ranging tasks, we often serve as a sounding board for clients to explore design and economic strategies and their environmental and regulatory implications.

PlaceWorks’ approach to all projects focuses on collaboration. Our policy planners and designers continually confer with our CEQA practitioners and technical specialists to create responsive and site-sensitive plans that satisfy regulatory demands. Whether preparing a specific plan or master plan, conducting public outreach, or conducting a corridor study, we serve as integral partners in a host of planning processes.

Qualifications

Local Project Experience. See below for a partial listing of projects with the Northern Service Plan Area of Orange County. The client for each listed project was the city of location, except where otherwise noted. Projects denoted with (*) were led by or featured Karen Gulley as key staff.

Placentia

- Chapman Corridor Regulation Requirements & Design Guidelines*
- TOD, Corridor Planning, and Placemaking for the Cities of Placentia, Fullerton, Brea, and La Habra* (Clients were SCAG and OCTA) 2009
- Centerpointe at Placentia (Packing House District TOD) Initial Study/ Mitigated Negative Declaration

Fullerton

- Fullerton Downtown Core and Corridors*
- The Edge—Economic Analysis for redevelopment of the former Beckman Coulter facility at Harbor Boulevard and Lambert Road
- Fullerton College Connector Streetcar Feasibility Study* (Clients were SCAG and City)
- Fullerton Smart Growth 2030 (Clients were SCAG and City)
- Fullerton Hub Mixed Use Project EIR

Anaheim

- Beach Boulevard Corridor Specific Plan and EIR*
- Anaheim Canyon Specific Plan and EIR*
- Anaheim General Plan Update, Zoning Code Update,* and EIR

Brea

- Central City Core and General Plan Market Analysis*
- Brea Connecting the Core Active Transportation Plan*

“PlaceWorks’ creative thinking was grounded in their expertise in land planning, urban design, and the realities of development. They guided a process that resulted in a unified vision and a set of common goals, which will be the foundation for a future Specific Plan.”

— Charles Kovac

former Principal Planner, City of Fullerton

Yorba Linda

- Savi Ranch Land Use and Mobility Visioning*
- Savi Ranch Land Use and Mobility Plan*
- Savi Ranch Zone Change Initiative Project*
- Yorba Linda General Plan Goals & Policies Evaluation

Stanton

- Stanton Plaza Specific Plan and EIR*
- Stanton Housing Element Update and Associated CEQA
- Stanton Mapping Updates

Los Alamitos

- Los Alamitos Commercial Corridors Plan* (Clients were SCAG and the City)
- Los Alamitos Town Center Strategic Plan and Urban Design
- Los Alamitos General Plan and EIR

Buena Park

- Beach Boulevard Entertainment District Concepts
- Buena Park Entertainment District EIR

La Palma

- La Palma General Plan and EIR*

Orange

- City of Orange TDR Feasibility Study

Economic, Market, and Fiscal Analysis. PlaceWorks grounds its economic development work in a thorough analysis and understanding of the economic and market forces underlying each project that we undertake. Too often in California, the term “economic development” is used to refer to real estate development. Our practice targets economic and employment growth that drive the demand for all types of real estate development. Without growth in jobs and income, there is little need for real estate development. Led by PlaceWorks’ Chief Economist, Steve Gunnells, we prepared the Development Impact Fee Study for Long Beach’s Midtown Specific Plan and the Dana Point Market & Fiscal Analysis.

Award-Winning Public Engagement. The PlaceWorks team is invested not only in producing plans that are adoptable and implementable, but in developing an open, engaging, and interactive process that truly incorporates feedback from the public. PlaceWorks’ work is founded on the principle that the success of a project lies with the ownership and involvement of community members. We integrate technical expertise with a community-based approach, developing a thorough understanding of the issues and challenges that are relevant to each community.

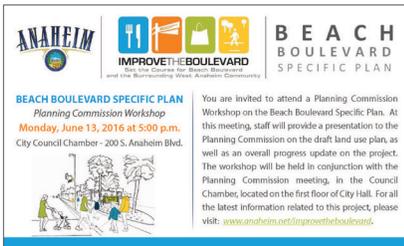
“PlaceWorks immersed themselves into our community, establishing trust among key stakeholders and public officials, and the Corridors Plan showed a great deal of respect to the past, present, and future of our City.”

— Steve Mendoza

former Community Development Director,
City of Los Alamitos



PlaceWorks' context-sensitive approach for the El Camino Real Corridor in San Clemente included capitalizing on market forces to replace vacant, underutilized, and incompatible land uses.



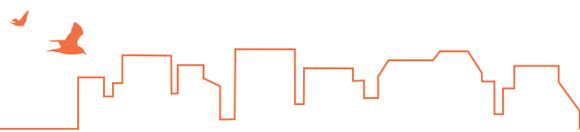
Anaheim's Beach Boulevard Specific Plan guides future development along a 1.5-mile stretch of Beach Boulevard between the cities of Buena Park and Stanton.

Transit-Oriented Design & Planning and Connectivity Plans.

PlaceWorks is a leader in transit-oriented planning, with more than 60 plans for station areas and corridors involving commuter rail, light rail, streetcar, BRT, and local bus service. Our TOD work in the Central Valley includes: Southwest Fresno TOD Specific Plan, Gilroy High Speed Rail Station Area Plan Update, Atascadero's El Camino Real Corridor Plan, and the City of Clovis' Shaw Avenue Corridor Plan.



Specific Plans. PlaceWorks is at the forefront of the specific planning practice and have completed more than 300 specific plans for small, medium, and large cities throughout California, including plans tailored around existing and future station areas, downtowns, and along transit corridors. We focus on laying the groundwork for slow, steady change in the urban fabric and on integrating public realm improvements that foster quality places and encourage alternative travel modes.



Healthy Communities and Environmental Justice. Creating a healthy community requires a thoughtful, systematic, and multilevel approach. Our comprehensive, healthy-communities planning tailors services to each community’s unique needs—environmental scans; food assessments; alcohol and tobacco assessments; air quality assessments; public safety analyses; sustainable planning efforts; parks, recreation, and open space projects; bicycle and pedestrian trails planning; and stand-alone health elements and integrated health policy for general plans.



Geographic Information Systems. GIS mapping and analyses are an integral part of all our services areas. With our skills in spatial data processing and visualization, we can deliver databases, models, web-based applications, and presentation-quality maps that harness the power of GIS. We possess a comprehensive knowledge of municipal GIS and data management practices and over 25 years of technical experience in GIS development, support, and analysis for a wide range of municipal clients.

Experience with References

Detailed descriptions of five recent most relevant projects are provided on the following pages. Additional details about these and other relevant projects can be found in the Appendix.

CHAPMAN CORRIDOR REGULATION REQUIREMENTS AND DESIGN GUIDELINES

Cohesive and Integrated Corridor Development

PlaceWorks will tailor development standards and design guidelines for Chapman Avenue and the immediate neighborhood. By implementing new mixed-use General Plan land use designations, the corridor will allow for an integrated land use pattern that encourages multimodal travel, walkability, mixed-use development, mid-density residential, public/private open space opportunities, and high-quality urban design that incentives redevelopment.

The goal is to encourage a network of cohesive development that revitalizes the corridor, provides a path to the Old Town and Packing House Districts, and anchors the westerly city boundary with the City’s Civic Center. PlaceWorks is leading community outreach and preparation of this plan, which is expected to be completed in July.

Client Contact

Joe Lambert

Director of Community and Economic Development
CITY OF PLACENTIA
 401 E. Chapman Ave
 Placentia, CA 92870
 714.993.8124
 jlambert@placentia.org

Dates of Services

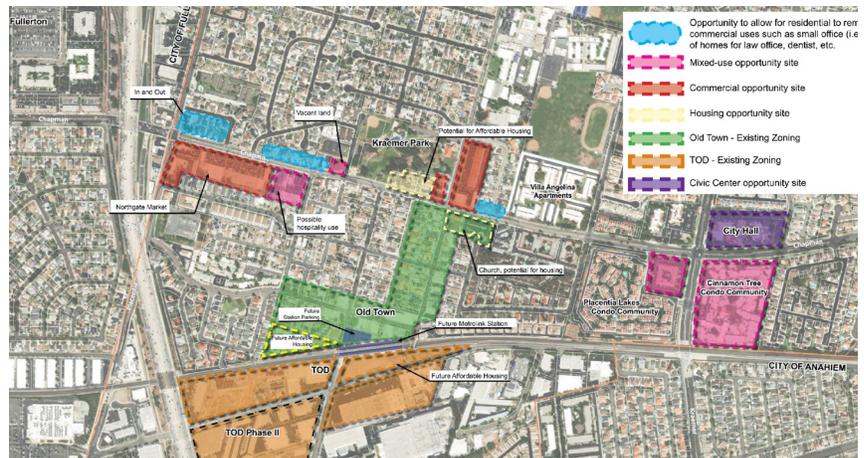
October 2022 –Ongoing

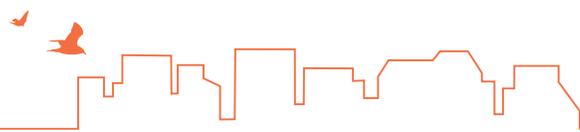
Key Personnel/Subconsultants

Karen Gulley, Suzanne Schwab, Chad So, Steve Gunnells, Fehr & Peers, Fuscoe Engineering

Contract Value

\$198,138





FAIRVIEW DEVELOPMENTAL CENTER VISIONING, SPECIFIC PLAN, AND EIR

Opportunity Site Planning for Mixed Use, Mixed Income Housing

In September of 2023, the City of Costa Mesa initiated the preparation of a Specific Plan and Environmental Impact Report to coordinate and facilitate transition of the Fairview Developmental Center (FDC) to a mixed use, mixed income housing community. The FDC is a State-owned property and the State Department of Developmental Services, State Department of General Services, and the City of Costa Mesa will partner on future disposition of the site.

The City’s 6th Cycle Housing Element lists the FDC as a housing opportunity site and estimates 2,300 housing units for the location. Through this process the State will likely sell or lease the FDC site to an owner/developer who would develop the site consistent with the Specific Plan. The FDC Housing Plan is an exciting opportunity for the City to plan for a new neighborhood for Costa Mesa.



Client Contact

Phayvanh Nanthavongdouangsy

Principal Planner

CITY OF COSTA MESA

Economic and Development Services

77 Fair Drive

Costa Mesa, CA 92626

714.754.5611

phayvanh@costamesaca.gov

Dates of Services

August 2023–Ongoing

Key Personnel/Subconsultants

Karen Gulley, Suzanne Schwab, Steve

Gunnells, Nicole Vermilion, Fehr &

Peers, Fuscoe Engineering

Contract Value

\$2,038,110





Client Contact

Elizabeth Binsack

Community Development Director

CITY OF TUSTIN

300 Centennial Way

Tustin, CA 92780

714.573.3106

ebinsack@tustinca.org

Dates of Services

June 2013 – July 2017

Key Personnel/Subconsultants

Karen Gulley, Suzanne Schwab, Steve Gunnells, Fehr & Peers

Contract Value

\$278,708



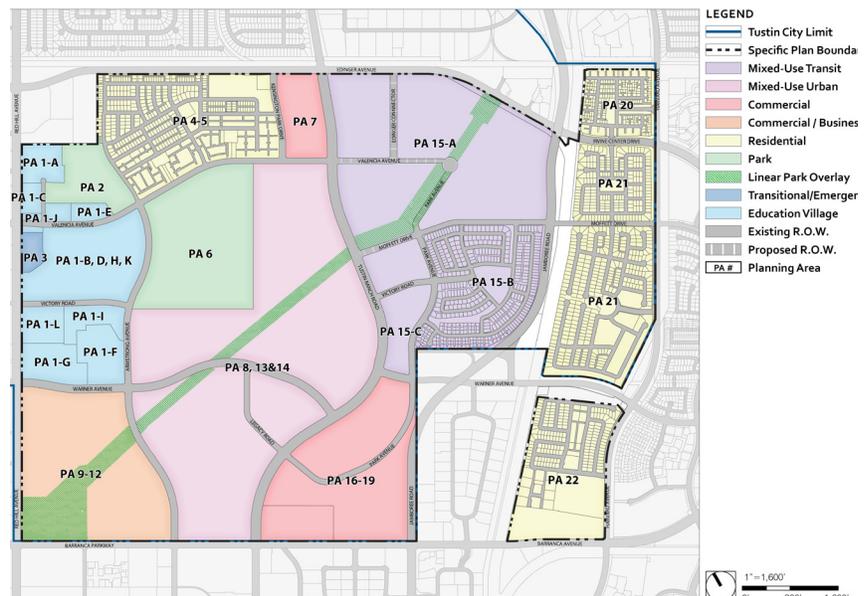
TUSTIN LEGACY SPECIFIC PLAN

Re-visioning Infill Development Opportunities

Former Marine Corps Air Station (MCAS) Tustin, an area now known as Tustin Legacy, is one of the largest infill development opportunity sites in Orange County. PlaceWorks (formerly The Planning Center) completed the original MCAS Tustin Specific Plan in 1999, and in 2013, the City of Tustin decided to take a fresh look at the remaining undeveloped parcels in this area. The re-visioning process focused on a linear park and entertainment uses connecting two of the nation’s largest wooden structures—5-acre blimp hangars—to a nearby Metrolink Station and surrounding and future development.

The amended Specific Plan provides quality development standards and guidelines that protect investment yet are flexible for changing market conditions. The amended plan focuses on new zoning for key planning areas that total 870 acres of vacant/underutilized land. A new urban design guidelines section provides guidance for the layout of blocks, site design, architectural character, outdoor spaces, landscaping, and views. Drawing from existing architectural elements and building form, the plan incorporates a hybrid development code, using form-based elements to prescribe a desired result.

PlaceWorks also completed the supplemental environmental impact report (SEIR) for the specific plan amendment. The original specific plan and 2001 DEIS/EIR established a nonresidential land use trip budget to manage the forecast vehicular trips. This budget was carefully maintained in the SEIR by reallocating trips between planning areas as needed to ensure the specific plan amendment would not impact the overall trip budget.



BEACH BOULEVARD CORRIDOR SPECIFIC PLAN AND EIR

The Heart of West Anaheim

We have reassembled our team from the Beach Boulevard Specific Plan (BBSP). This corridor plan pioneered new mixed-use zoning designations and corridor housing types along a 1.5-mile segment of Beach Boulevard in Anaheim. The BBSP area is beginning to come alive, replacing problem motels and underutilized sites with new developments—such as 39 Commons, a new retail center, and Nolin, a new townhome community. Fehr and Peers as well as Fuscoe partnered with us to create streetscape and infrastructure plans for the area to support intensification of development, increase safety, and create a sense of place for this community.



Our robust outreach effort was tailored to the demographics of the area. With large household size and roughly 30 percent of household members under the age of 20, we developed a roadshow and partnered with the area high school’s government and economics classes to discuss their ideas for the future of their community. Using an online platform, we asked the students to continue to engage with us and to encourage their families to participate as well. We received 365 responses. We provided additional opportunities to learn about the project and provide input through our community advisory committee, developer roundtable, and pop-up booths at existing community events. Ultimately, the input we received helped to shape the plan, and the approval process with the city was supported by the community.

Client Contact

Susan Kim, AICP

Former Principal Planner at City of Anaheim.

Now: Director of Community and Economic Development

CITY OF LA HABRA

110 E. La Habra Blvd.

La Habra CA 90631

562.383.4100

skim@lahabracity.gov

Dates of Services

August 2015 – November 2018

Key Personnel/Subconsultants

Karen Gulley, Suzanne Schwab, Fehr & Peers, Fuscoe

Contract Value

\$775,920





Subconsultants

Fehr & Peers (Traffic/Parking)

Fehr & Peers is an S-Corporation based in California, with approximately 380 employees in 20 offices across the Country. The work for the City of Placentia will be performed from its Orange County Office. Fehr & Peers has specialized in providing transportation planning and engineering services to public and private sector clients since 1985. It develops creative, cost-effective, and results-oriented solutions to planning and design problems associated with all modes of transportation. It offers clients the right combination of leading-edge technical skills and extensive knowledge of the communities in which it works to deliver comprehensive solutions and superior client service. Its staff are nationally-recognized experts who routinely publish original research, serve on national committees, and teach courses to others in the industry. They do this while maintaining a commitment to translating those techniques into practical solutions. Fehr & Peers takes a creative, data-driven approach to each of its practice areas:

- CEQA & Transportation Impact Analysis
- Travel behavior & forecasting
- Multimodal operations & simulation
- Transit planning
- Bicycle & pedestrian planning
- Sustainable transportation
- Freight systems & airports
- Integrated land use & transportation plans
- Conceptual street & trail design
- Transportation engineering & ITS design

Clients hire Fehr & Peers because of its commitment to being the best at what it does. It lives out this commitment in three distinct ways. First, it invests heavily in its culture to ensure that it is attracting and retaining the best and brightest staff in the industry. Second, it has a robust, internally-funded research and development program that enables it to develop new analytical methods and advance the state of the practice. And third, it surveys every client at the completion of every project to assess their satisfaction and to identify areas for improvement. Fehr & Peers is very proud of the impact this commitment has had on the communities it has been fortunate to serve.

Recent relevant projects include:

- Chapman Corridor Specific Plan, Placentia, CA North Orange County Collaborative SB 743 Implementation
- CollegeTown Specific Plan & EIR

Details about these projects can be found in the Appendix.



Point of Contact

Paul Hermann PE
Senior Associate

FEHR & PEERS
101 Pacifica, Suite 300
Irvine CA 92618
949.308.6318
p.herrmann@fehrandpeers.com
<https://www.fehrandpeers.com>

Company Ownership

Company Type: California
S-Corporation
Incorporated: 1985

Office Locations

- Orange County *(Work for this project will be performed from this office)*
 - Boise
 - Boulder
 - Dallas
 - Denver
 - Long Beach
 - Los Angeles
 - Oakland
 - Orlando
 - Petaluma
 - Portland
 - Riverside
 - Roseville
 - Sacramento
 - Salt Lake City
 - San Diego
 - San Francisco
 - San Jose
 - Seattle
 - Stockton
 - Tacoma
 - Walnut Creek
 - Washington DC
 - Walnut Creek (Corporate)
-

Total Employees

Current Number of: 380

Hours of Operation

Monday–Friday, 8:00 am–5:00 pm



Point of Contact

Ian Adam CPSWQ, QSD
Principal / Stormwater

FUSCOE ENGINEERING

15535 Sand Canyon Ave, Suite 100
Irvine, CA 92618

949.474.1960
iadam@fuscoe.com

Company Ownership

Company Type: California Employee
Stock Ownership Plan

Incorporated: 1992

Office Locations

- Irvine *(Work for this project will be performed primarily from this office)*
 - Los Angeles
 - Ontario
 - San Diego
-

Total Employees

Current Number of: 190

Hours of Operation

Monday–Friday, 8:00 am–5:00 pm

Fuscoe Engineering

Fuscoe Engineering, Inc. (Fuscoe) provides civil engineering for land development, public infrastructure and General & Specific Plan EIRs, using an eco-adaptive® approach. Specialty practices include survey & mapping services; water quality assurance; sustainable engineering; and geospatial technology. Fuscoe has delivered a broad range of services for numerous General Plan & Specific Plan EIRs for Southern California cities and agencies. Project assignments have included these services:

- Identifying opportunities and feasibility of proposed land uses and revitalization projects in urban, suburban and rural settings
- Evaluating zoning and land use changes on infrastructure systems
- Identifying measures to reduce potential impacts of proposed developments for construction and post-construction conditions
- Providing infrastructure analysis, identifying infrastructure system deficiencies and offering recommendations
- Preparing hydrology, flood control, sewer and water quality technical studies related to proposed land use changes
- Prepare Water Supply Assessments and coordinate findings with local and regional wholesale water providers.
- Evaluate implications of mandatory RHNA housing units on local and regional water supply providers and assess impacts on local and regional wastewater treatment providers
- Drainage, sewer and water master planning
- Developing storm water runoff management, grading and infrastructure plans
- Providing impact assessments for CEQA compliance

Recent relevant projects include:

- Arrow Highway Corridor Specific Plan
- Long Beach Southeast Area Specific Plan
- City of Santa Ana General Plan Update
- Anaheim Canyon Specific Urban Greening Plan
- Beach Boulevard Specific Plan

Details about these projects can be found in the Appendix.

Disclosures

PlaceWorks has never filed for bankruptcy, has no planned office closures or mergers, nor any conflicts of interest that may affect our ability to perform the required duties.

PlaceWorks has never been debarred, suspended, nor otherwise declared ineligible to contract with any federal, state, or local public agency.

Litigation

PlaceWorks has one claim in the past seven years, which will have no effect on our performance or completion of this program.

The claim has to do with a defect case involving the Embarcadero Bridge over the Lake Merritt Channel in the City of Oakland. General Contractor, Flatiron West Inc., filed the initial complaint on October 29, 2019 against the City of Oakland for breach of contract. The City of Oakland cross-complained against TY Lin International Group and AECOM on July 21, 2020. TY Lin/AECOM subsequently filed a cross-complaint against DC&E/PlaceWorks on March 5, 2021. Our pre-construction planning role on the project ended around 2007. The claims against DC&E/PlaceWorks include breach of contract, indemnity, and declaratory relief. **In March 2024 a settlement was reached, and the lawsuit was dismissed with no admission of fault on our part.**

Terminated Contracts

Contract No. C-124573 and No. C-134714, Project No. CTY-07.0, valued at \$798,782, Southwest Community Plans EIR | Terminated 10/18/23. This contract was terminated by the City **for convenience** and with full agreement by PlaceWorks. The City stated in its letter of October 18, 2023, *“Final payment will be issued on a pro rata basis for deliverables properly invoiced and accepted by City.”*

Contact(s): Maria Ortiz, Management Analyst, City of Los Angeles, Department of City Planning, 200 N. Spring Street, Rm. 575, Los Angeles, CA 900125, 213.978.1290

City of Irvine. Contract No. 10901, Project No. COI-45.1, valued at \$594,041: Irvine General Plan Update and EIR | Terminated 12/08/2021 Without Cause. This contract was terminated by the City **for convenience**, and with full agreement by PlaceWorks. All outstanding invoices were paid, and the City stated in its letter of December 8, 2021, *“We want to thank your team for the service provided on the General Plan Update. We appreciate your efforts and longstanding partnership with the City.”*

Contact(s): Kerwin Lau, Manager of Planning Services, City of Irvine, 1 Civic Center Plaza, Irvine, CA 92606, 949.724.7421



City of Pasadena. Contract No. PRA-08, valued at \$1,320,850: Pasadena General Plan Implementation | Terminated 09/04/2019 Without Cause. The Pasadena agreement was terminated by the City and with agreement by PlaceWorks, due to a change the direction the City wanted to take. All invoices were paid in a timely manner following the termination, and as stated in its letter to PlaceWorks, the contract was terminated *“pursuant to provision 9.17—**Termination for Convenience (Without Cause).**”*

Contact(s): David Reyes, Planning Director, City of Pasadena, 100 N. Garfield Avenue, Pasadena, CA 91101, 626.744.4650

Contract No. COFC-01, valued at \$255,515: Foster City Park System Master Plan | Terminated 05/21/2019 without cause. The Foster City agreement was **terminated for convenience** by the City due to City Council’s change in vision for the project that allows them to keep the work in-house. All invoices were promptly paid in full, and in their termination letter, they said, *“As indicated in the Resolution, and as I would like to strongly reiterate here, the reason for the contract termination is solely a change in vision by the City Council. This action in no way reflects the quality or quantity of work performed by PlaceWorks, Inc. or its staff. Indeed, the City and its staff have found working with PlaceWorks to be both successful and rewarding.”*

Contact(s): Jennifer Liu, Parks & Recreation, 610 Foster City Boulevard, Foster City, CA 94404, 650.286.3380, Alternate: Jeff Moneda, City Manager, 650.577.0983



STAFFING





740

MAXUM THERAPY

PHYSICAL • OCCUPATIONAL • SPEECH

740

1-866-
GO MAXUM

"A Multi-Specialty
Therapy Clinic
for All Ages"

Physical
• Occupational
• Speech

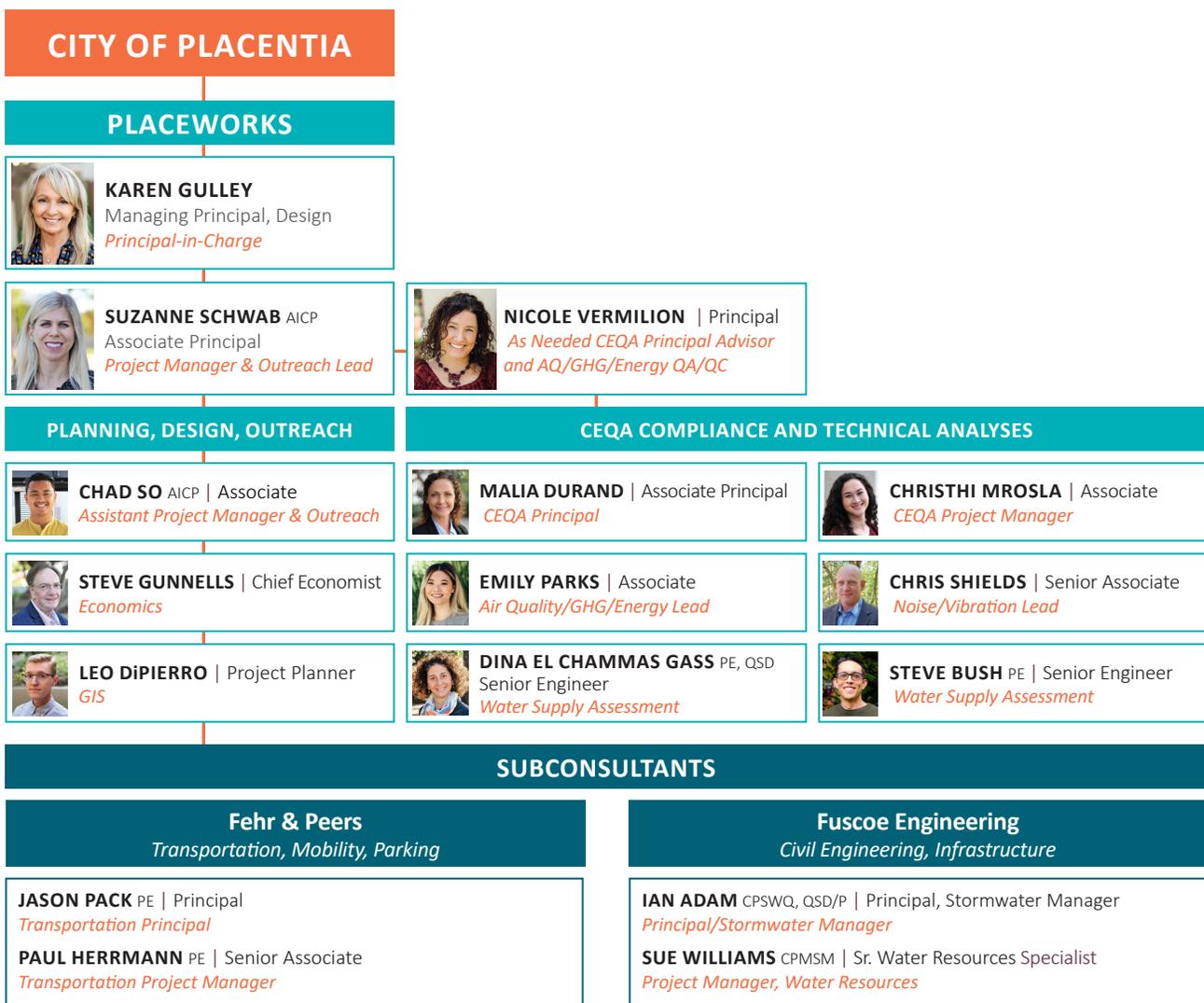
VISIT



STAFFING

We have assembled a team of talented, enthusiastic, and experienced planners, designers, environmental experts, and engineers to assist the City of Placentia in leading this project to a successful conclusion. Every member of this team has worked together on previous projects. Most worked together on the Chapman Corridor Plan, including subconsultants, Fehr & Peers and Fuscoe.

Project Team Organization





Key Personnel

Brief bios describing staff qualifications. We have determined that each of the team members has availability for this project. The anticipated percentage of time for each person is shown in the budget spreadsheet. Resumes are provided in the Appendix.

PlaceWorks



KAREN GULLEY | Managing Principal, Design, has a talent for strategy and innovative problem solving that has been honed by over 25 years of experience. Her skill with all facets of community planning and design for private and public sector clients expands the opportunities for creative solutions. As the company’s Transportation Practice Area Leader, she has developed a solid practice in TOD, infill development, and corridor revitalization. She specializes in assisting local communities with evaluating the potential for transit-oriented development associated with Metrolink and BRT. Her work ranges from vision plans to implementation strategies, each developed in a collaborative effort with city staff, transit agencies, and the public. She regularly facilitates public meetings and workshops and is adept at establishing a rapport with her audience and communicating complex and often controversial issues in a clear, accurate manner. Karen provides expertise in project visioning and implementation, and enjoys the challenges of project processing, negotiating conditions of approval, responding to political considerations, and handling communication between stakeholders.



SUZANNE SCHWAB AICP | Associate Principal, will serve as Project Manager and will be responsible for the day-to-day management of the project. Suzanne is a seasoned project manager having led several corridor and specific plan projects. Her most recent completed project was adopted in April for the Saint John’s Master Plan Entitlement and Development Agreement in Santa Monica. Her expertise is in specific plans, healthy community planning, and corridor/ transit oriented plans. This project will be Suzanne’s primary project as she wraps up the Wine County Specific Plan with the City of Yucaipa. Suzanne is collaborative in her approach to planning, she will successfully lead this team through any complex or controversial issues that arise.

WHERE DO YOU LIVE AND WORK?

Place a blue sticker on the map to show where you live.

Place a red sticker on the map to show where you work.

Live or work outside the City of Placentia? Place a slider below.

I live outside the City of Placentia. I work outside the City of Placentia.

WHAT SHOULD THE STUDY AREA INCLUDE?

The project boundary is the area that influences the identity and character of the Chapman Corridor. This plan will guide development within the Corridor’s project boundary. What do you think about the draft project boundary?

Add Stickers in the Areas Below

| Option A | Option B | OTHER COMMENTS |
|---------------|---------------|----------------|
| INCLUDE | DON'T INCLUDE | |
| DON'T INCLUDE | INCLUDE | |

WHAT TYPES OF USES WOULD YOU LIKE TO SEE?

ADD A STICKER NEXT TO THE USE THAT YOU WOULD MOST LIKE TO SEE ON CHAPMAN HWY. CHECK AS MANY AS YOU LIKE.

3 LAND USE

3.1 Introduction

To implement the Plan vision, the proposed land use plan provides flexibility to allow commercial and residential opportunities to develop. The land use plan aligns with recommendations from the community and City Council and enhances the character of Placentia and Chapman Corridor. Existing uses are allowed to remain; however, new designations allow flexibility for potential residences to convert to home businesses and a variety of mixed-use opportunities throughout the corridor.

The Chapman Corridor Plan area is divided into four subareas (Figure 3-1). Land use designations are identified for each subarea (Figure 3-2). Although a designation may apply to more than one subarea, the subarea tailor standards in adjacent neighborhoods. For example, the maximum floor designation in the Gateway Core District has a maximum density requirement that is compatible with the surrounding single family residential uses. Land use designations are defined in Section 3.2. Development standards for each designation by subarea are provided in Chapter 4.

Figure 3-1: Subarea Map



CHAD SO AICP | Associate Designer, works on urban design, landscape design, planning, and creative community outreach projects across the state. Chad brings to PlaceWorks and his projects a background in landscape architecture and a deep passion for urban design. He develops urban design and streetscape design concepts; first/last mile plans for transit stations; and multimodal strategic and specific plans. He also creates graphics, maps, and diagrams that are incorporated into plans and used to present planning and urban design concepts to clients, public meetings, and community workshops.



STEVE GUNNELLS | Chief Economist, works with communities to bridge the gap between long-range planning policies and economic development—with community organizations and special districts to fund and implement priority projects—and with developers to guide project decision-making and obtain entitlements based on sound economic and market analysis. As PlaceWorks’ in-house economist, he plays a role in a great many of the firm’s active projects. He focuses on crafting plans, policies, and development projects that are grounded in regional and global economic realities. He helps his clients leverage market forces to achieve their goals.



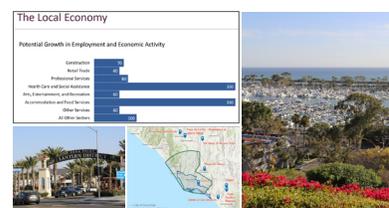
LEO DiPIERRO | Project Planner, GIS Analyst, assists with GIS- and planning- related tasks on a variety of projects in the Bay Area and beyond. Leo is well-versed in planning, interdisciplinary research, writing/formatting, GIS, and analytical/technical skills. He is also experienced in interpretation and collection of data from multiple sources, and has the ability to synthesize material to communicate findings effectively and concisely.



NICOLE VERMILION | Principal, combines broad perspective and big-picture thinking with a good technical grounding to find workable solutions to environmental constraints. She is a skilled project manager and smoothly guides difficult and controversial projects to completion. She oversees project staffing and timing for the air quality, GHG, and noise technical team’s impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks’ air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in



ECONOMIC AND MARKET PROFILE
Foundation for the Dana Point General Plan

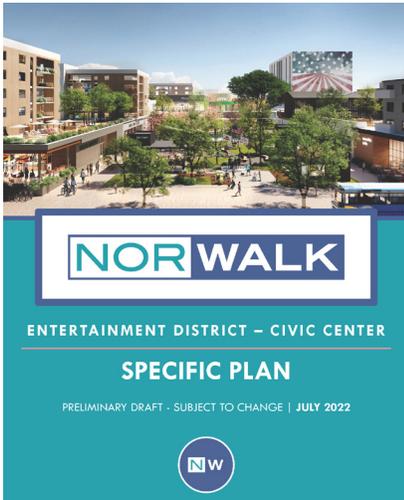


BREMA MALL MIXED USE PROJECT
DRAFT ENVIRONMENTAL IMPACT REPORT
VOLUME I
STATE CLEARINGHOUSE NO. 2019080299

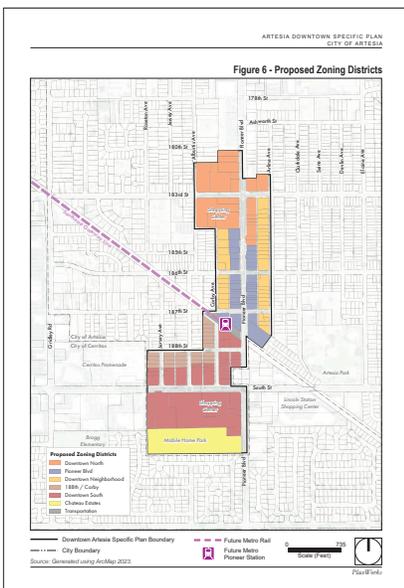




requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous greenhouse gas emissions inventories for individual projects as well as citywide emissions inventories for general plans.



MALIA DURAND | Associate Principal, will serve as CEQA principal and oversee the CEQA approval process. Malia is a highly skilled environmental land use planner with over 16 years of experience in environmental land use and urban planning. She manages CEQA/NEPA public and private projects for a wide variety of project types and sizes and is an adept problem solver. She has produced and overseen the production of numerous environmental projects as well as planning and zoning projects throughout Southern California. Malia is responsible for project quality and defensibility, project management, mentoring staff, and helping to maintain and advance our environmental practice in Orange County and the Inland Empire.



CHRISTHI MROSLA | Associate, has experience authoring CEQA compliance documents and advancing entitlement applications for all land use types, especially industrial developments in Southern California and the Inland Empire. She has experience creating and managing the project consultant team to prepare technical reports, architectural/civil plans, and other various requirements to achieve CEQA compliance and project approval on over 3.5 million square feet of approved developments. She interfaces with lead agency contacts, members of the public, and State Clearinghouse representatives. Christhi has experience with preparing and presenting public meeting presentations.



EMILY PARKS | Associate, is a member of the Environmental Team's air quality and greenhouse gas analysis group. She works on a broad array of environmental planning projects—from mixed-use, industrial, and transit-oriented design projects to comprehensive planning projects such as general plans and specific plans.

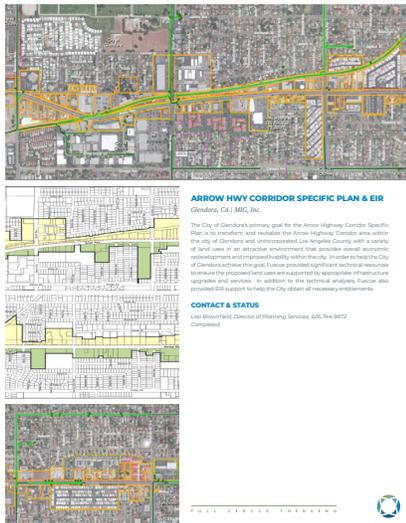


innovative transportation policies to assist cities with advancing transportation into the future.



PAUL HERRMANN PE | Senior Associate, has 13 years of experience in transportation engineering and transportation planning at Fehr & Peers. Prior to Fehr & Peers, Paul worked at the City of Corona in the Traffic Engineering Department for two years. He has led a wide variety of projects including traffic studies, infrastructure projects, travel demand forecasting, parking and circulation studies, and long-range development plans. Paul is an expert in SB 743 Implementation and VMT Analysis for CEQA projects. He serves clients throughout Southern California with projects throughout the SCAG region.

Fusco Engineering



IAN ADAM cpswq, qsd/p | Principal, Stormwater Manager, is a firm Principal and Fuscoe's Stormwater Management team leader. His specialty is water resources, with an emphasis in water quality regulations, sea-level rise policy, Clean Water Act Citizen Suits and resource agency negotiation. Ian has worked on over 60 General Plan Updates and Specific Plans throughout California to assist municipalities and developers with infrastructure assessments, zoning approvals, EIR technical support and long term capital improvement planning. Ian has also worked extensively in the California Coastal Zone, processing Coastal Development Permits, addressing Sea-Level Rise technically and politically, and working in partnership with Coastal Staff on individual projects, Specific Plans and Local Coastal Programs.



SUSAN WILLIAMS PE, QSD/P | Technical Manager, has 25+ years of experience in the civil engineering field of water resources for land development and public works. Susan has provided services for a wide range of projects including mixed use developments, affordable housing, retail/commercial, master planned communities and various parks. More recently, Sue has been overseeing a team of engineers perform infrastructure assessments and CEQA technical reports for various specific plans and general plan updates.



WORKPLAN / TECHNICAL APPROACH





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WORKPLAN/TECHNICAL APPROACH

Project Understanding

Placentia is known as a pleasant place to live; it is lesser known as a place for commerce and recreation but that sentiment is changing. The City has embarked on several significant planning projects in recent years including Old Town Revitalization Plan, TOD plans I and II, Chapman Corridor Revitalization Plan, and now the update to Specific Plan 5 (SP-5). In each of those plans an economic objective is addressed, whether it be commercial growth through the expansion of mixed-use, retail, hospitality, or population growth by adding capacity for new residential units. SP-5 is another great opportunity for the City to continue to allow for these growth opportunities.

As identified in the RFP, the future Metrolink Station also plays into the City’s growth trajectory and the adjacency of the SP-5 area to the TOD “Packing House District” makes it a smart next step to signal to property owners and the development community that the area is ready for change. Coupled with the draw of nearby Disneyland and other large-scale entertainment and sports opportunities in Anaheim, the location of the properties with easy access to the 57 freeway also makes the area suitable for redevelopment. The established Specific Plan provides standards for development and sets permitted land uses but falls short for placemaking, which includes high quality site and building design.

This proposal provides a solid approach to update the Specific Plan and ensure that CEQA clearance streamlines the process for future development. All with the goal of making this a unique area for people to visit—whether they are locals or visitors to Placentia. Our keys to success include:

- Analyze the current SP-5 standards, permitted uses, and existing development to assess what is and is not working.
- Find the right balance between flexibility and design/development control with new standards and introduce design guidelines.
- Engage the community in meaningful ways, including property owners and area business operators, to gain insights about their future and ideas for the area.
- Set the stage for the future Streetscape Master Plan, Development Impact Fee Study, and establishment of a Community Facility District.



PlaceWorks' Approach

- Listen to the community and decision makers.
- Partner with staff to identify what has and has not worked for the current SP-5.
- Gain insights through a market analysis, optional task.
- Capitalize on the momentum of CCRP, TOD, and Old Town along with our knowledge of the City and working relationship with staff to efficiently and timely update SP-5 within the City's identified time frame.

Scope of Work

The tasks below respond to the City's RFP and have been further refined to meet the objectives of the SP-5 update based on our team's experience in the city and best practices for completing a specific plan update. Where overlap occurs in the task schedule, a WorkPlan callout box has been used to identify when they are initiated and where tasks continue to inform other parts of the project. A proposed project schedule is also included in this proposal depicting project process and order of tasks.

Task 1. Kick-off and Project Management

A successful project needs a good foundation. Task 1 allocates time for the PlaceWorks team to meet with staff, kick off the project, and hold regular meetings and check-ins. Our team will also get up to speed with existing conditions analysis in this first task.

Task 1. WorkPlan

- Review background documents
- Initiate Community Engagement
- Establish the proposed project boundary
- Optional: Begin Market Analysis

1.1 Kick-off Meeting / Background Review and Goal

To kick off the project, our team will meet with an interdepartmental group of City staff to discuss the overall scope for the SP-5 update. It is anticipated that this group will continue to work closely with our team to assist with data collection and community engagement. PlaceWorks will develop the kick-off meeting agenda with city staff to include the project's goals, objectives, finalize tasks, and timeline.

1.2 Existing Conditions Analysis (Story Map)

Similar to the Chapman Corridor effort, we will use Story Maps, an ArcGIS program that allows the online presentation of geographic data and photos. The Story Map will contain an overview of the current SP-5 area including existing land use, proposed/ allowed uses under SP-5, and a high-level demographic summary for the area. Fehr & Peers will prepare maps of existing and planned transit, pedestrian and bicycle facilities in the area to identify gaps and opportunities. Additionally, Fehr & Peers will support the team by preparing a safety review of historical collision data in the study area to identify trends and countermeasures.

1.3 Project Management and Communication

A successful project requires coordination and communication. PlaceWorks will lead the day-to-day project management for the SP-5 update. Regular communication via Zoom calls and email will ensure all members of the team are in the know. We will establish a protocol for email communication, identifying who from the City and the consultant team will be part of the communication. Our project manager will use a variety of tools, including an ongoing budget and schedule tracking template to ensure we stay on track.

Deliverable(s):

- » Meeting agendas and summaries, maintain schedule, budget tracking, and invoice reporting

Task 2. Community Engagement

Community engagement is an important component of any planning process. Engaging the Placentia community will give us insight into how residents, visitors, and businesses view the SP-5 area and their ideas for improving it. This scope includes two methods for engaging the community, the first through hybrid community workshops and the second by supporting regular communication through the City's website and social media channels.

2.1 Hybrid Community Workshops

This task consists of facilitation of up to 2 community engagement events to help inform development of the Specific Plan Update. Based on our knowledge of the Placentia community, our team is proposing a hybrid in-person workshop/open house.

The hybrid workshop will consist of a short presentation and then time to have in-depth discussion as attendees circulate booths and participate in quick activities. This format gives flexibility for community members to participate at their leisure and to engage for the amount of time they have available. Our team will develop interactive and engaging activities with eye-catching materials, including but not limited to large scale maps, posters, and handouts.

The intent for any format of an in-person session is to facilitate friendly and casual interactions while gaining valuable input for the SP-5 update. The hybrid workshops could be held within the project boundary, such as the Placentia Corporate Center, at a nearby entertainment/hospitality use such as The Bruery Tasting Room, or at a City-hosted space where the community is already familiar with attending events.

Virtual community workshops could be considered and have the potential of reaching a broader audience, allowing the community to participate remotely via Zoom. Virtual community workshops may

Task 2. WorkPlan

- Hold Community Workshop #1
- Hold City Council Study Session
- Finalize boundary
- Identify Land Use Changes
- Optional: Finalize Market Analysis



include a presentation followed by discussion breakout rooms. Virtual white boards and other graphic materials such as maps, photos, and drawings would also be used to further breakout room discussions.

Regardless of the location or format, we will work with city staff during the kick-off meeting to confirm the appropriate times to schedule these events and identify the format. In addition to the City Council Study Session described in Task 5, Our project schedule includes two proposed times for community events:

- The first is early in the process to inform the community about the project and gain initial ideas.
- A second is later in the process to obtain feedback for proposed uses, standards, and design guidelines.

This task assumes that the City will take the lead to provide and maintain information about the project on the City’s website (see Task 2.2 below) and that the City will take the lead to provide or obtain a consultant for translation services (if needed). Additionally, this task allocates time for Fehr & Peers to support the community engagement process. This could include participation in outreach or preparation of materials including proposed cross-sections on Crowther Avenue, Placentia Avenue, Kimberly Avenue, and Orangethorpe Avenue, and/or alternative analysis at study intersections that reflect proposed facilities.

Deliverable(s):

- » Facilitation of up to 2 community events
- » Workshop/event materials (printing included in the reimbursable budget)
- » Community Engagement Summary

2.2 Web Page and Other Online Content

This task assumes the City will lead development and maintenance of a project web page hosted on the City’s website, consistent with other recent planning projects such as the Chapman Corridor Revitalization Plan and the Old Town Placentia Revitalization Plan. PlaceWorks will provide content as needed to keep the web page up to date. Examples include project narrative briefs, graphics, and project deliverables in pdf or jpeg format.

We will produce other online content to promote awareness of the project. Online content may include a digital project flyer and social media content to drive people to the project web page or promote the community engagement events (see Task 2.1). From time to time we could also post digital polls to ask the community about specific topics. A digital poll would include one or two questions and provide

an interactive component to the project web page as well as a quick and easy way for community members to get involved. These could be provided through Google Forms or Survey123.

This task assumes that the City will take the lead in sharing the digital flyer and social media content through the City’s various email lists, social media, newsletters, flyers at City hall, and other outlets as appropriate.

Deliverable(s):

- » 2 hybrid community workshops (open house / workshop) with supporting materials
- » 1 digital project flyer
- » Up to 3 sets of social media content (1 set includes the same content formatted for various social media outlets such as Facebook, Instagram, and X)
- » Up to 5 digital poll questions—responses to be documented in the Community Outreach Summary from Task 2.1



Task 3. Identify and Prioritize Options / Develop the Plan

The subtasks described below will help our team to efficiently and systematically update SP-5, potentially introducing new land uses, refining the project boundary, and establishing a project description for CEQA. Ultimately, this task compiles the work into an Administrative Review Draft and Final Plan.

3.1 Site Testing

Once opportunity or catalytic sites have been identified and agreed upon with City staff, PlaceWorks will test fit various types of development on up to three sites to understand capacity, test the exiting standards, and ensure feasibility of development for the SP-5 area.

3.2 Finalize Boundary

After the community and City council have weighed in on the proposed boundary options, the PlaceWorks team will prepare a final project boundary in GIS. This parcel-based approach will allow us to efficiently create the land use and buildout summary in Task 3.3. We will be able to easily share the boundary and associated GIS data back to the City for incorporation in the City’s existing GIS database. This task is also the first step toward drafting a project description, which is necessary to initiate CEQA analysis.

Task 3. WorkPlan

- Hold Community Workshop #2
- Update Development Standards
- Draft Design Standards and Guidelines
- Finalize Project Description and initiate CEQA Analysis

3.3 Land Use Plan and Buildout Summary

The next task to inform the project description is finalizing the land use plan and buildout summary. This task is a critical part of the project process. PlaceWorks will lead the effort, working with staff to identify the appropriate densities and intensities for future development and focusing on increasing capacity for areas that are most likely to change. This task will also be informed by the Market Analysis if this optional task, described below, is selected.

3.4 Land Use Designations and Permitted Uses

PlaceWorks will refine the updated land use designations from Task 3.3. This task is likely to occur after the City Council weighs in on the SP-5 update at the Study Session in Task 4.1. Land use definitions will be updated or crafted if needed, and the permitted uses table will be finalized for inclusion in the Administrative Review Draft Plan, as described below.



3.5 Update and Draft Development and Design Standards

To support creating this unique hub in Placentia, our team will focus on standards and guidelines that reinforce placemaking. PlaceWorks will update the standards for building setbacks, heights, massing requirements, minimum lot sizes, the locations of parking, site access, etc. SP-5 does not contain design guidelines, so our team will craft them as a companion to the revised and new development standards. Consistent with State law, PlaceWorks will prepare objective design standards for any designations that may include a residential use. The guidelines will be graphically rich and will also include public realm design and other criteria identified through the outreach and planning process.

3.6 Administrative Review Draft Plan

In this task the PlaceWorks team will combine the resulting boundary, updated definitions, permitted uses, and standards into one administrative draft document. Having worked closely with City staff through each of these sections, the intent is to streamline the process and efficiently pull them together in one draft document.

Fehr & Peers will support the administrative draft plan with transportation planning to connect the study area to the future Metrolink Station and nearby residences and businesses. Fehr & Peers will prepare maps of existing and planned transit, pedestrian and bicycle facilities in the area creating a proposed mobility plan.

Fehr & Peers will also prepare up to 12 roadway cross-sections of study area streets (Crowther Avenue, Placentia Avenue, Kimberly Avenue,

and Orangethorpe Avenue) to present recommendations for roadway network improvements. Recommendations will consider potential parking, potential road diets, access management, alternative bicycle facilities, potential microtransit connections to the nearby attractions, and other multimodal best practices. Fehr & Peers will summarize the results of the assessment in a draft technical memorandum that will inform the mobility section of the SP-5 update, it could also be incorporated as an Appendix to the Plan.

This task culminates in an Administrative Review Draft SP-5 document, it assumes:

- 1 redline and 1 clean draft incorporating changes to the Administrative Review Draft to be used as the “Hearing Draft.”

Our team will work with the City and respond to comments on the draft report and finalize the Specific Plan Update in Task 3.7, as described below.

3.7 Hearing Draft / Final Plan

The clean draft resulting from the Administrative Review Draft will become the Hearing Draft. This draft is typically used for posting to City website, City decision maker review, etc.

This task assumes:

- 1 redline and 1 clean draft incorporating changes to the Hearing Review Draft, which will become the “Final” Specific Plan document upon City Council approval in Task 4.2

Deliverable(s):

- » Confirmed project boundary, land use designations and definitions, permitted uses, proposed buildout, land use map, and catalytic/opportunity site sketches—all for incorporation into the Administrative Review Draft and Project Description (for CEQA)
- » Administrative Review Draft, redline and clean (electronic, Word and PDF)
- » Hearing Draft, redline and clean (electronic, Word and PDF), resulting in a Final Adopted Plan

Task 4. WorkPlan

- Finalize CEQA Analysis
- City County Hearing to Adopt the SP-5 Update and Certify the EIR

Task 4. Study Session and Public Hearing

Keeping City decision makers informed will be an important part of the project process.

4.1 City Council Study Session

During milestones such as confirming the project boundary, land uses changes, and/or selection of a preferred plan, the PlaceWorks team will lead a study session with City Council. We have budgeted for participation in one study session. Our team will create and present a PowerPoint show summarizing work to date, community outreach, and/or preferred land use plan depending on where we are at in the project process. We will work with staff during the kick-off meeting in Task 1.1 to align this study session with the milestone(s) that works best for the City.

4.2 City Council Adoption Hearing

Once the CEQA process is finalized in Task 5, our team will support City Staff at a City Council Hearing to adopt the SP-5 update and certify the EIR.

Deliverable(s):

- » Preparation and participation in one City Council Study Session
- » Preparation and participation in one City Council Hearing to adopt SP-5 and Certify the EIR
- » Materials for both include a PowerPoint presentation and assistance with the staff report as needed

Optional Task

Market Assessment (*OPTIONAL*)

How a commercial hub functions on an economic level is key to its overall success. While we recognize that the City may have a strong understanding of its economic outlook, PlaceWorks proposes to conduct a market assessment to answer critical questions that will inform the urban design/land use framework and mobility plan for the SP-5 update. We believe this is critical to ensuring that the Plan update is rooted in market reality and will be economically sustainable. To better inform our work the market analysis will:

- Quantify the market potential for commercial, entertainment / recreation, and hotel / hospitality businesses by type and supportable amount of building space at buildout for the Plan area.
- Identify possible niches that SP-5 could capitalize on to become a distinct destination.
- Provide recommendations for land use changes in the SP-5 area.

- Describe strategies and funding mechanisms to support existing business and attract new businesses.

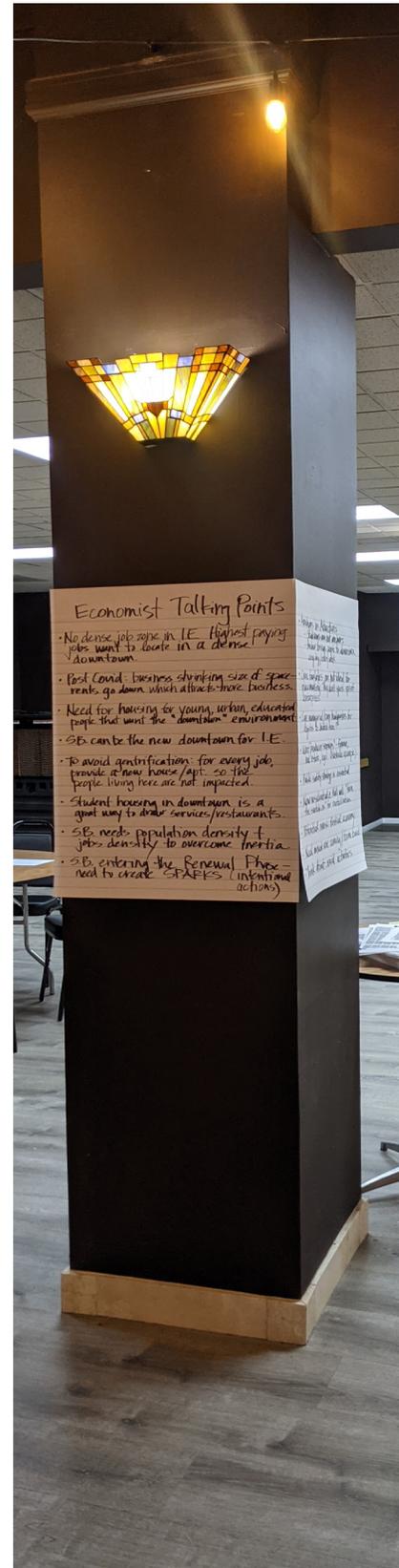
The market analysis will describe Placentia's role and potential as a commercial destination in the North Orange County area. It will assess and quantify market demand for potential uses retail commercial, office, entertainment / recreation, and hotel / hospitality uses.

PlaceWorks will collaborate with City staff to identify key issues to cover in the market analysis. We have found that stakeholder interviews conducted soon after the project kick-off are one of the best ways for the team to quickly assess perspectives on area opportunities and challenges. PlaceWorks will coordinate and facilitate interviews with key members of the community. Our team will work with the City to identify business owners, property owners, real estate brokers, developers, and other stakeholders to include in this task. It is important to meet with other commercial property owners and businesses to identify long-term plans for change, issues that may affect their business, and other needs for residents in the area.

We will conduct the market analysis and prepare a draft report in a digital format. We will review the draft report with City staff. Based on input from the review meeting and one round of consolidated comments, we will prepare and submit a final market analysis report in a digital format as a deliverable product. Content and graphics from the report will be incorporated into the Specific Plan. The scope and budget include internal meetings with the consultant team to incorporate guidance and insight from the market analysis into the overall Specific Plan update.

Deliverable(s):

- » In-Person Market Analysis Kick-off Meeting (separate from Project Kick-off)
- » Up to 5 Stakeholder interviews, insights will be incorporated into the Market Analysis Report
- » Virtual Review Meeting with City Staff (via Zoom or Teams)
- » Administrative Draft Market Analysis Report (digital format in Word and PDF)
- » Final Market Analysis Report (digital format in Word and PDF)



CEQA Approach and Considerations

To provide a cost effective and streamlined CEQA review, we propose preparing a CEQA analysis that tiers off the findings of the 2019 GP EIR. The approved land uses and current boundaries of the SP-5 corridor constitute the approved project. There are two potentially viable CEQA tracks for this project: an Addendum or a Subsequent EIR (SEIR). For both of these options, the impact analysis would focus on the net change between the proposed project and approved project and changes in circumstance since the 2019 GP EIR was certified.

- **Addendum Option.** An addendum allows the most efficient path for CEQA review because an addendum need not be circulated for public review and does not require Assembly Bill (AB) 52 consultation. The City of Placentia may prepare an addendum to the approved project if some changes or additions to the project are necessary but none of the conditions described in CEQA Guidelines Section 15162 calling for preparation of an SEIR are triggered. CEQA Guidelines Section 15162 states that a subsequent EIR shall be prepared if one or more of the following conditions occurs: (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR. If the project does not trigger the conditions described in CEQA Guidelines Section 15162, an Addendum to the approved project is the appropriate documentation for the project.
- **Subsequent EIR (SEIR) Option.** During the preparation of the technical studies or the environmental analysis, if it is determined that the proposed project triggers the conditions described in CEQA Guidelines Section 15162, an addendum would not be feasible and an SEIR would be the appropriate CEQA documentation. Additionally, based on our understanding of the proposed project, the proposed project has the potential to result in new air quality, GHG, and VMT impacts not previously identified in the 2019 GP EIR, which would trigger the preparation of an SEIR. While an SEIR follows the same public review process as a standard EIR, it allows for a more focused evaluation of environmental impacts since it would tier off the analysis for the approved project in the Certified EIR.

Our scope of work presents a cost-effective and timely approach by starting on the technical studies first; preliminary results from the technical studies will inform the appropriate CEQA path. The scope of work incorporates technical studies for air quality, greenhouse gas (GHG) emissions, noise and vibration, infrastructure, transportation, and water supply. Concurrent with the technical studies, PlaceWorks will prepare the environmental setting and project description that will be incorporated into either the Addendum or SEIR.

The following scope of work outlines the two CEQA approaches.

Task 5. CEQA Scope of Work

As described above, PlaceWorks has provided two approaches to CEQA documentation for the proposed project.

Addendum Approach. Option A

For the first approach, PlaceWorks would prepare an Addendum in conformance with CEQA, the CEQA Guidelines, and the City's CEQA procedures. **Where our scope of work or cost differs, we identify the Addendum tasks as "A"**. This approach will use the latest CEQA Guidelines Appendix G environmental checklist, including a comprehensive analysis of impacts as measured from the approved project for each checklist question using methodologies consistent with other recent City CEQA documents and incorporate applicable mitigation measures from the approved project where necessary to reduce significant impacts to a less than significant level.

SEIR Approach. Option B

For the second approach, PlaceWorks would prepare an SEIR in conformance with CEQA, the CEQA Guidelines, and the City's CEQA procedures. **Where our scope of work or cost differs, we identify the SEIR tasks as "B"**. This approach includes the preparation of a Notice of Preparation (NOP) that includes a detailed enough project description so that the public understands the project, but no more detailed than necessary to begin the CEQA process. At this time, it is anticipated that the following CEQA topics will be closed out from further review (i.e., not carried through to an SEIR):

- Agricultural and Forestry Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Mineral Resources
- Wildfire

Similar to the Addendum approach, the SEIR will use the latest CEQA Guidelines Appendix G environmental checklist; include a comprehensive analysis of impacts as measured from approved project for each checklist question using methodologies consistent with other recent City CEQA documents; incorporate applicable mitigation measures from the approved project and/or identify new mitigation measures where necessary to reduce significant impacts to a less than significant level.

The following scope includes completion of each step of CEQA processing for both approaches, including document preparation and technical studies, to ensure compliance with CEQA and legal defensibility.

Task 5.1 Project Initiation (Options A & B)

5.1.1 PROJECT INITIATION/KICK-OFF MEETING

PlaceWorks' CEQA Principal and CEQA Project Manager will participate in one project initiation/kick-off meeting with the City to discuss the proposed project and the paths associated with both CEQA approaches (Addendum or SEIR). PlaceWorks will then develop a detailed CEQA schedule that reflects the selected approach and a detailed data needs list.

Deliverable(s):

- » Project Schedule and Data Needs
- » Kick-off Meeting Attendance and Materials



5.1.2 PROJECT DESCRIPTION

PlaceWorks will prepare the project description for the environmental analyses. CEQA Guidelines Section 15124 indicates that the project description should contain precise boundaries and location, a clearly written statement of objectives (SEIR approach only), a general description of the project characteristics and supporting public service facilities, and a statement briefly describing the intended uses of the EIR (SEIR approach only). It requires that the project description not supply extensive detail beyond that needed for evaluation and review of the environmental impacts. A logical, concise, and organized project description sets the tone and structure of the entire CEQA analysis and is essential for developing a defensible environmental document. To achieve these fundamental requirements, PlaceWorks will develop a project description detailing each component of the project, providing clarity on the different phases of the CEQA analysis. A clear description of construction activities, phasing, and assumptions will be outlined so that they tie directly into the technical quantitative analyses. The completed project description will be submitted to the City for review and comment. This scope of work assumes one round of review and comment.

Deliverable(s):

- » Project Description (electronic)

Task 5.2 Administrative Draft CEQA Document

Under both the Addendum (Option A) and SEIR (Option B) approaches, PlaceWorks will incorporate the technical analyses developed in Task 4, *Technical Analyses*, into the CEQA document.

OPTION 5.2.A ADDENDUM

PlaceWorks will coordinate with the City on the appropriate format for an Addendum and provide an administrative draft for review. The administrative draft Addendum will:

- Focus on the proposed changes compared to the approved project.
- Determine if there are any effects peculiar to the project that were not originally evaluated.
- Include the determination that the findings of CEQA Guidelines Section 15162 that would require an SEIR cannot be made.
- Include all the technical analyses from Task 4.

The Addendum will include a discussion that compares the proposed project to the approved project. We will include findings of the environmental effects of the project compared to the approved project. We will rely on and make use of the analysis and mitigation measures in the 2019 GP EIR. Please note that, unlike other CEQA documents (e.g., EIR, MND), an Addendum does not require a public review period. Also, an Addendum does not require AB 52 tribal consultation.

The completed Administrative Draft Addendum will be submitted to the City for review and comment in Microsoft (MS) Word. For the purposes of this proposal, we assume that **one round of review** with the City of the Administrative Draft Addendum and associated appendices will be necessary and that all comments will be made in the Word document using tracked changes. Modification to the scope of work, budget, and timeline may be necessary if additional reviews are required.

Deliverable(s):

- » Administrative Draft Addendum and Appendices (electronic copy only)

OPTION 5.2.B SEIR

5.2.1.B Notice of Preparation

If it is determined that proceeding with an Addendum is not possible, PlaceWorks will proceed with an SEIR. The first step in the SEIR process is to prepare and distribute a notice of preparation (NOP). PlaceWorks will prepare the draft NOP and submit it to the City for review and approval. The NOP will clearly identify the public review period, contact person, and address established for submitting responses. After approval, PlaceWorks will distribute copies of the NOP to the State Clearinghouse (uploading documents on behalf of the City to CEQANet), County Clerk, and State and local agencies. It is assumed that the City will conduct any local or radius distribution. This task assumes one round of review and comments with the City and up to 50 certified mailings.

5.2.2.B Scoping Meeting

The proposed project meets the definition of a project of “statewide, regional, or areawide significance” as defined in CEQA Guidelines section 15206, since the proposed project includes a specific plan amendment. A scoping meeting is required for projects of “statewide, regional, or areawide significance.”

PlaceWorks will assist the City in organizing and conducting one public scoping meeting to present the proposed project and preliminary environmental topics that will be included in the SEIR, and to solicit comments regarding the scope and content of the environmental issues to be addressed in the SEIR. PlaceWorks will develop scoping meeting materials for use in the public meeting. For the purposes of this proposal, it is assumed that the scoping meeting will be in person. If various media are necessary that require additional coordination and materials (e.g., facilitation of both in-person and virtual), additional scope and fee will be necessary. PlaceWorks will develop a draft PowerPoint presentation for one round of review and revision.

5.2.3.B Draft SEIR

PlaceWorks will develop a comprehensive and defensible Draft SEIR for City review. All technical analyses developed in Task 4 will be integrated into the appropriate SEIR sections, in accordance with the CEQA Guidelines. Each topical section of the document will: (a) summarize the approved project; (b) describe existing environmental conditions and pertinent regulatory policies and programs that apply to this project; (c) define the criteria by which impacts will be determined to be significant; (d) determine the environmental changes from the approved project that would result from the project; (e) evaluate the significance of those changes with respect to the impact significance criteria (thresholds) and the evaluation in the approved project; (f) define modifications or new mitigation measures to reduce or avoid all potentially significant adverse impacts; and (g) provide a conclusion as to whether significant impacts would remain even after successful implementation of recommended mitigation measures. This task assumes **one round of review** by the City. Comments are assumed to be relatively light and not result in the need for additional restructuring or detailed analysis. Should additional rounds of review or restructuring of the document or methodology be necessary, additional budget may be requested.

Deliverable(s):

- » File NOP with County Clerk and State Clearinghouse
- » NOP and distribution by certified mail (up to 50 hard copies, up to 50 flash drives, and 50 certified mailings)
- » Draft and final NOP (digital)
- » Scoping meeting attendance and materials
- » Administrative Draft SEIR (Word and PDF format)



Task 5.3 Screencheck Draft of CEQA Document (Options A & B)

Following the administrative draft review of either an Addendum (Option A) or SEIR (Option B), PlaceWorks will submit a screencheck draft to the City for review. PlaceWorks will coordinate with the City to incorporate and address any comments.

The completed screencheck draft document will be submitted to the City for review and comment. PlaceWorks' CEQA Principal/Project Manager will meet with the City staff to discuss and resolve any major areas of concern in the screencheck draft. Follow-up will be conducted as necessary to respond to comments.

For the purposes of this proposal, we incorporated **one round of review** of the screencheck draft with the City. Modification to the scope of work, budget, and time frame may be necessary if additional screencheck reviews are required.

Deliverable(s):

- » Electronic version of the Screencheck Draft CEQA Document (Word and PDF format)

Task 5.4 Public Draft CEQA Document

OPTION 5.4.A ADDENDUM

Following the receipt of comments on the screencheck draft Addendum, PlaceWorks will prepare the print-check version of the Addendum for the City's final review. This is the last version before the document is ready for decision makers. Upon approval of the print-check draft, PlaceWorks would provide the final Addendum document for Planning Commission and City Council's consideration and determination. It is assumed comments on the print-check will be editorial and minor.

Deliverable(s):

- » Printcheck draft and Public Draft Addendum and Appendices (electronic copy Word and PDF)

OPTION 5.4.B SEIR

Upon final approval by City staff of the Draft SEIR, PlaceWorks will prepare the Draft SEIR for public review. This will include final formatting, editing, and printing. PlaceWorks will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) for City approval and signature. PlaceWorks will distribute the NOC and NOA to the State Clearinghouse, County Clerk, and other responsible agencies. It is assumed that the City will handle any online posting and additional distribution of the NOA/NOC. This scope of work does not include development or placement of notices in newspapers.

Deliverable(s):

- » File NOA and NOC
- » Public Review Draft SEIR and appendices (digital)
- » NOA and distribution by certified mail (up to 50 hard copies, up to 50 flash drives, and 50 certified mailings)

Task 5.5 Final CEQA Document

OPTION 5.5.A ADDENDUM

This task is not applicable to an addendum approach.

OPTION 5.5.B SEIR

Following the NOA and Draft SEIR public review period, and receipt of public comments, PlaceWorks will prepare the Final SEIR.

While it is difficult to predict the exact volume of comments that will be received on the Draft SEIR, given the size and location of the project and the issues at hand, our assumption is that there will be a moderate level of response and complexity to the comments received. We will take a systematic approach to developing a Final SEIR that involves these key steps: (1) efficiently catalogue, organize, and disseminate comments/assignments to the team; (2) flag any comments that require additional technical analysis or could potentially trigger Section 15088.5 of the CEQA Guidelines regarding recirculation; (3) isolate comments that can be addressed through master responses; and (4) develop a schedule and budget that reflects the level of effort needed. The proposed budget assumes no detailed attorney comment letters or revision to methodology or modeling will be required. The budget and scope will be reassessed upon review of comments received.

Written responses will be prepared for each comment. The draft Final SEIR will contain an introduction describing the public review process for the Draft SEIR, copies of all comment letters, and written responses to all comments. As described previously, master responses will be developed if appropriate based on team discussions. Responses will focus on comments that address the adequacy of the Draft SEIR. Comments that do not address SEIR adequacy will be noted as such, and no further response will be provided unless deemed necessary by the City.

Responses will be prepared by PlaceWorks with input from our in-house technical specialists and subconsultants, as needed. Should comments result in need for revisions to Draft SEIR text, this will be accomplished in strikeout/underline and provided in a dedicated chapter in the Final SEIR. The draft Final SEIR will be provided electronically to the City for review. This task assumes up to 10 comment letters on the Draft SEIR and two rounds of City review and comment on the Draft SEIR. Modification to the scope of work, budget, and time frame may be necessary if additional reviews are required. Additionally, if more comment letters are received than anticipated or extensive comments letters are received, additional scope of work and budget may be necessary. Upon sign-off by the City, the Final SEIR will be completed at least 10 days prior to potential approval by the City.

Deliverable(s):

- » Administrative Draft Final SEIR (electronic)
- » Printcheck Draft Final SEIR (electronic)
- » Public Review Draft Final SEIR (electronic)

Task 5.6 Approval Documents

OPTION 5.6.A ADDENDUM

5.6.1.A&B Mitigation Monitoring and Reporting Program (MMRP)

PlaceWorks will prepare an MMRP based on mitigation measures in the 2019 MMRP and pursuant to Section 21081.6 of the Public Resources Code. It will be in standard City format and will identify the significant impacts that would result from the project; applicable mitigation measures for each impact; the timing at which the measures will need to be conducted; the entity responsible for implementing the mitigation measure; and the City department or other agency responsible for monitoring the mitigation effort and ensuring its success. The completed MMRP will be submitted to City staff for review and comment. For purposes of this proposal, we incorporated one round of review.

5.6.2.A&B Notice of Determination (NOD)

Within five days of the final approval of the Addendum, PlaceWorks will prepare the required NOD and file it with the County Clerk and State Clearinghouse. The NOD and County filing fees will be mailed with pre-stamped return envelope so we receive a filing record. We will request from the City of Placentia a receipt

of previous payment of California Department of Fish and Wildlife (CDFW) filing fees. If this receipt is not available, a second payment may be required (not included in this scope). The current filing costs include \$50 (county filing fee) and \$4,051.25 (CDFW filing fee).

Deliverable(s):

- » MMRP (MS Word and PDF)
- » NOD (PDF) Filed with State Clearinghouse and County Clerk

OPTION 5.6.B SEIR

If an SEIR is required, PlaceWorks would prepare a MMRP and NOD as detailed in section 5.6 above for the SEIR.

5.6.3.B Findings of Fact/Statement of Overriding Considerations

In addition, PlaceWorks will prepare the findings of fact and, if necessary, a statement of overriding considerations. This will be based on the Final SEIR's mitigation measures and conclusions. If economic or other information is necessary to support rejection of project alternatives in the Final EIR, it is assumed that this information would be provided by the City. One round of Applicant comments and one round of City comments are assumed.

Deliverable(s):

- » MMRP (MS Word and PDF)
- » Findings/Statement of Overriding Considerations (MS Word and PDF) (Option 5.6.B only)
- » NOD (PDF) Filed with State Clearinghouse and County Clerk

Task 5.7 Project Meetings, Management, and Coordination (Options A & B)

During the course of the project, under both the Addendum (Option A) and SEIR (Option B) approaches, PlaceWorks staff time will be required to manage the PlaceWorks and subconsultant project team; manage the Addendum or SEIR preparation effort; and maintain constant, close communication with the City. This task is intended to ensure that the proposed project will be completed on time and within budget and that all work products are of the highest quality. PlaceWorks will coordinate the team's work for the communication of issues, transmittal of comments, financial management, and other project management matters. Invoices will be provided on a monthly basis for the duration of the proposed project. Project management time is based on one hour per month of the CEQA Principal's time and four hours per month of the CEQA Project Manager's time for the duration of the estimated schedule for each CEQA approach. It assumes up to 6 months for an Addendum (Option A) and 12 months for the SEIR (Option B). If the schedule of the project is extended for reasons beyond PlaceWorks' control, a contract amendment may be required for additional fees for project management and coordination efforts.

This task also assumes a total of 6 virtual meetings for the Addendum approach and 12 virtual meetings for the SEIR approach over the course of the CEQA process with attendance by the CEQA Project Manager, CEQA Principal, and one staff member (if needed).

Deliverable(s):

- » Virtual meeting attendance
- » Ongoing project management and administration

Task 5.8 Hearing Attendance (Options A & B)

PlaceWorks' CEQA Project Manager will attend up to two public hearings at the City. We assume approximately eight hours for each public hearing – the hours noted include preparation, drive, and attendance time.

Deliverable(s):

- » Attendance at up to two public hearings

Task 6. Technical Analyses

It is our understanding that the following technical reports will be prepared, reviewed, and/or approved by the City. PlaceWorks will review these reports and incorporate them into the environmental analysis.

- Full record of previously certified/adopted CEQA documents, including Draft and Final EIRs, findings, and resolution
- Geotechnical Report (if available)
- Phase I Environmental Site Assessment (if available)
- Hydrology/Drainage Report (if available)

For purposes of this proposal, the City-prepared technical documents are assumed to be complete and contain the information necessary to adequately evaluate the environmental impacts of the project for either an Addendum or the SEIR approach. We will review the studies for CEQA adequacy and incorporate them into the Addendum or appropriate topical sections of the SEIR.

PlaceWorks and its subconsultants will prepare the following technical analyses to support the proposed project and preparation of the Addendum or SEIR.

Task 6.1 Air Quality, Energy, and Greenhouse Gas Analysis (PlaceWorks)

PlaceWorks will prepare an air quality, energy, and greenhouse gas (GHG) emissions technical analysis to evaluate potential criteria air pollutant, toxic air contaminant (TAC), energy and GHG emissions impacts associated with the proposed project compared to that identified in the 2019 Certified General Plan EIR (2019 GP EIR). Impacts will be programmatic, based on the level of detail identified in the Specific Plan and modeled based on the current methodology of the South Coast Air Quality Management District (South Coast AQMD) for projects in the South Coast Air Basin (SoCAB). Modeling of operational-phase criteria air pollutant and GHG emissions will be conducted using the latest version of the California Emissions Estimator Model (CalEEMod). The results of the analysis will be summarized in the environmental document, and modeling will be included as an appendix. If necessary, mitigation measures from 2019 GP EIR will be incorporated and/or modified, as needed, to reduce any potentially significant regional and/or localized air quality impacts.

Construction Phase Impacts. Potential construction emissions associated with the proposed project will be evaluated because no site-specific construction information is anticipated to be available at this time. Under Option A, mitigation measure AQ-1 of the 2019 GP EIR would be modified to identify clear performance standards for future development project in the Specific Plan area to mitigate potential regional and localized construction emissions impacts of the proposed project. Under **Option B**, mitigation measure AQ-1 would be deleted and new mitigation measures would be identified to mitigate potential regional and localized construction emissions impacts of the proposed project.

Criteria Air Pollutant and GHG Emissions. The proposed project could generate an increase in criteria air pollutant and/or GHG emissions from transportation sources (passenger vehicles), energy (natural gas and

indirect emissions from purchased electricity), area sources (landscape emissions, consumer products), indirect emissions from water use and wastewater generation, and indirect emissions from waste disposal. It is not anticipated that the land uses within the Specific Plan would include industrial or business park uses that would be likely to generate a substantial number of truck trips or stationary source emissions. PlaceWorks will estimate the increase in emissions associated with the proposed project compared to the approved project. Modeling will be based on the existing and project weekday and weekend daily trips and weekday vehicle miles traveled provided by Fehr and Peers for the full buildout scenario. PlaceWorks will provide an estimate of the increase in long-term emissions from operation of the project compared to South Coast AQMD's significance thresholds.

Health Impacts of Criteria Air Pollutants. In 2018, the California Supreme Court determined that the EIR for the Friant Ranch project was inadequate because it did not make a reasonable effort to substantively connect the project's air quality impacts to likely health consequences or explain in meaningful detail why such analysis is not feasible. Although the air quality analysis for the previous project did not identify significant unavoidable long-term air quality impacts, the proposed project could exceed the South Coast AQMD regional significance thresholds. At a minimum, PlaceWorks will include a qualitative discussion correlating the proposed project's criteria air pollutant emissions to potential health effects. Many EIRs still provide a qualitative discussion to address the Friant Ranch Ruling because such modeling requires regional-scale photochemical grid modeling tools, and the results of the health incident analysis are not necessarily meaningful to the decision-makers or public.

AQMP Consistency and Other Air Quality Impacts. The SoCAB is currently designated nonattainment under the National and/or California ambient air quality standards (AAQS) for ozone (O₃), fine inhalable particulate matter (PM_{2.5}), coarse inhalable particulate matter (PM₁₀), and lead (Los Angeles County only). The Certified South Coast AQMD has adopted air quality management plans (AQMPs) to ensure the SoCAB can attain the long-term National and California AAQS. The analysis will include a consistency evaluation of the project's regional emissions to South Coast AQMD's AQMP. Furthermore, the SoCAB has been designated in attainment for carbon monoxide (CO) under both the California and National AAQS; therefore, the air quality analysis will include only a qualitative assessment of CO hotspots. PlaceWorks will also describe potential odor impacts qualitatively compared to that identified in the Certified EIR.

Energy. PlaceWorks will quantify the net increase in project-related energy use associated the long-term on-road fuel usage based on VMT provided by Fehr & Peers. Fuel use for on-road vehicles will be modeled using the most current model. Electricity and natural gas use associated with operation of the proposed project will be based directly on the CalEEMod outputs. PlaceWorks will also provide an overview and review of the project's consistency with the California Renewables Portfolio Standard Program.

GHG Emissions. The GHG analysis will discuss state, regional, and local GHG reduction goals, including Senate Bill 32 (SB 32), Assembly Bill 1279 (AB 1279), and SB 375. To achieve the GHG reduction targets of SB 32 and AB 1279 the California Air Resources Board (CARB) adopted the 2022 Scoping Plan. The Southern California Association of Governments (SCAG) has adopted the Regional Transportation Plan / Sustainable Communities Strategy (Connect SoCal 2024) to ensure that the southern California region can attain the regional transportation-related GHG reduction goals of SB 375. Consistency of the proposed project with these statewide and regional GHG emissions reduction strategies will be analyzed.

Deliverable(s):

- » Air Quality, energy, and GHG analyses will be summarized in the environmental document; modeling included as an appendix

Task 6.2 Noise and Vibration Analysis (PlaceWorks)

PlaceWorks will prepare the noise and vibration technical analyses in relation to the analysis for the proposed project compared to that identified in the 2019 GP EIR. The technical noise impact analysis will discuss relevant standards and criteria for noise exposure, including those in the City of Placentia General Plan Noise Element and Municipal Code noise ordinance. The results of this analysis will be summarized in a technical report that can be summarized in the environmental document prepared for the proposed project, and modeling will be provided in an appendix.

Existing Conditions Noise Survey (SEIR Option Only). PlaceWorks will conduct short-term noise monitoring survey to assess existing conditions and identify the nearest sensitive receptors and other environmental characteristics. PlaceWorks' noise specialist will conduct up to four short-term (15 minute) noise measurements at representative off-site noise-sensitive locations.

Transportation Noise. Traffic noise will be analyzed quantitatively based on information provided by Fehr & Peers (F&P). The FHWA Highway Traffic Noise Prediction guidelines will be used to determine if project-related traffic increase would result in significant increases over the baseline conditions.

Stationary Noise. Noise impacts from nontransportation sources will be evaluated, based on local noise standards. PlaceWorks will analyze noise impacts from non-transportation sources within the specific plan in terms of potential impacts to nearby noise-sensitive receptors and the noise limitations identified in the City's Municipal Code.

Construction Noise and Vibration. PlaceWorks will provide a quantitative analysis for potential construction impacts associated with implementation of the proposed project. Noise and vibration effects from construction activities will be estimated based on available construction information provided by the City, and the results will be discussed in terms of accepted local standards and the Federal Transit Administration guidance manual. Feasible mitigation measures will be identified to minimize noise and vibration impacts associated with implementation of the proposed project

Deliverable(s):

- » The noise and vibration analysis will be summarized in the environmental document with technical modeling included as an appendix

Task 6.3 Tribal Consultation Support (PlaceWorks)

An Addendum does not require Assembly Bill (AB) 52 tribal consultation. However, the proposed project would require tribal consultation pursuant to Senate Bill (SB) 18, which requires tribal consultation if general plan or specific plan is prepared or amended. An SEIR would require tribal consultation under AB 52 and SB 18.

SENATE BILL 18 TRIBAL CONSULTATION

The proposed project requires City review and amendments to SP-5. Under this task, PlaceWorks will coordinate with City staff to prepare SB 18 notices. Upon receipt of the tribe list provided by NAHC, PlaceWorks will prepare a template letter on behalf of the City to the tribe(s) on NAHC's list, requesting that the tribe(s) contact the City in writing (within the time frames established by SB 18) if they wish to consult on the project. The City will be responsible for mailing out the final letters to each tribe on City letterhead and any follow-up coordination and meetings with the tribe(s). It should be noted that typical tribal consultation under SB 18 can be a lengthier process than the AB 52 consultation process, extending a city's discretionary review process for a development project. A city cannot bring a project before its approval body for consideration and approval until the SB 18 process has been completed.



ASSEMBLY BILL 52 TRIBAL CONSULTATION

Consultation with California Native American tribes under AB 52 is the responsibility of the CEQA lead agency—in this case, the City of Placentia. However, PlaceWorks will assist the City with the consultation process. AB 52 states that tribes interested in consulting must submit or have submitted a general request letter to the lead agency to consult under AB 52 on projects requiring the preparation of a negative declaration, mitigated negative declaration, or an environmental impact report. PlaceWorks will coordinate with the City to determine which tribes have submitted these general requests. AB 52 requires that each of these groups must be contacted by letter to provide them with information about the project and asked if they wish to consult with the agency for the project being proposed.

PlaceWorks will draft the template consultation letters on behalf of the City and submit them to City staff for review and use. It is assumed that City staff will print the final letters on City letterhead and mail them to the tribes. In accordance with Public Resources Code Section 21080.3.1(b)(1), consultation is triggered by a tribe notifying the City in writing of its desire to consult. Consultation (if requested by a tribe) must be initiated within 30 days of the City receiving the written request to consult.

PlaceWorks assumes that the City will consult with the tribes and share the information with PlaceWorks to incorporate the relevant CEQA analysis. PlaceWorks will review any comments and mitigation measures that the tribe(s) provide to City staff during the consultation process to ensure that they are consistent with the provisions of AB 52 and CEQA.

For scheduling purposes, the AB 52 consultation process must be completed, and the findings and conclusions of the process must be carried through to the Tribal Cultural Resources topical section of the SEIR. The draft SEIR cannot be released for public review until the consultation process has been completed.

Deliverable(s):

- » Draft Tribal Consultation Letters

Task 6.4 Water Supply Assessment (PlaceWorks) (OPTIONAL)

Since the final buildout for the proposed project is not known at this time, this task is included as an optional task in case the proposed project meets the requirements of California Senate Bill 610 (SB 610). SB 610 requires the preparation of a Water Supply Assessment (WSA), as part of the environmental review conducted for a qualifying project pursuant to the California Environmental Quality Act (CEQA), for projects that would demand an amount of water equivalent to the amount required by a 500-dwelling-unit project.

If a WSA is required, PlaceWorks will prepare the document in compliance with SB 610. The WSA would include an assessment of whether available water supplies are sufficient to serve the demand generated by the project, as well as the reasonably foreseeable cumulative demand in the region over the next 20 years under average normal year, single dry year, and multiple dry year conditions. The WSA will rely on information provided in the Golden State Water Company's Placentia-Yorba Linda Service Area 2020 Urban Water Management Plan and water demand factors based on land use. The WSA will include the following information:

- Sources of water supply
- Quantification of past, current, and projected future water demands
- Quantification of past, current, and projected water supply
- Evaluation of drought impacts and consideration of variability in demand and supply based upon hydrologic conditions

- Assessment of water supply sufficiency for the project, based upon this analysis.

If there are insufficient supplies to meet demand over the next 20 years, additional sources of supply would need to be identified. If this is the case, the WSA will make recommendations for where these new supply sources will come from. The WSA can also recommend project modifications that could reduce the demand (water usage) at the proposed project.

Deliverable(s):

- » WSA (digital copies: MS Word and PDF)

Task 6.5 Transportation Impact Study (Fehr and Peers)

As a subconsultant to PlaceWorks, Fehr and Peers Inc (F&P) will prepare a Transportation Impact Study and provide transportation data needed for air quality, GHG, energy, and noise analyses. Any additional technical analysis, meetings, documentation or response to comments requested outside of the scope identified below.

TASK 6.5.1 MOBILITY ANALYSIS & TRANSPORTATION METRICS FOR CEQA ANALYSIS

CEQA Transportation Metrics

The following transportation metrics have been requested to support the CEQA analysis.

- Air Quality and Greenhouse Gas Emissions Metrics:
 - » Weekday and Weekend Daily Vehicle Trips and Trip Generation for the following Scenarios:
 - Existing
 - Current Specific Plan
 - Proposed Specific Plan (Project)
 Note: not just the net increase
- Vehicle Miles Traveled (VMT) using the Orange County Transportation Analysis Model (OCTAM) and applying the origin-destination method for the following Scenarios:
 - » Existing
 - » Proposed Specific Plan (Project)
 - » Current Specific Plan
 - » Population and employment in the model to validate the data
 - » Trips or VMT by fleet mix (e.g., % passenger vehicles, % medium-duty trucks, % heavy duty trucks) by referencing the Southern California Association of Governments (SCAG) Model, the ITE Trip Generation Manual, Caltrans Annual Average Daily Trips (AADT) data, or other data sources as available
 - » Reductions in Trips or VMT from Specific Plan Policies that support transit, bicycles, walking or Transportation Demand Management (TDM)
- Noise Metrics
 - » ADT segment volumes (two-way) for the following segments (in Excel, with and without the Project, for Existing and Specific Plan Horizon Year):
 - Crowther Avenue
 - Placentia Avenue

TASK 6.5.2 VEHICLE MILES TRAVELED SCREENING ASSESSMENT FOR CEQA

F&P will review the project description and conduct a VMT screening assessment based on the City of Placentia Traffic Impact Analysis Guidelines for Vehicle Miles Traveled and Level of Service Assessment (June 2020). Based F&P's initial review of the project, there is potential that the project will screen from VMT assessment based on its proximity to the future Metrolink Station (transit priority area screening). F&P will confirm this assumption and that the project meets all the appropriate criteria in a VMT screening assessment.

Consistent with City requirements, F&P will also review the proposed project's potential impact on pedestrian, bicycle and transit facilities in the study area.

F&P will summarize the results of their assessment in a draft technical memorandum. F&P will work with the City and respond to comments on the draft report and resubmit as final.

TASK 6.5.3 TRANSPORTATION IMPACT ANALYSIS FOR CEQA (OPTIONAL)

If the project is not eligible for VMT screening, F&P will prepare a full transportation impact analysis by forecasting project VMT estimates and comparing those against the City's established thresholds of significance. F&P will utilize a detailed version of the Orange County Transportation Analysis Model (OCTAM) to prepare VMT forecasts.

VMT Forecasting

The following OCTAM forecasting scenarios will be prepared as part of this effort:

- Baseline (2024) No Project
- Baseline (2024) With Project
- Cumulative (2045) No Project
- Cumulative (2045) With Project

Project Level Assessment

For the project level assessment, F&P will code base year OCTAM to represent the Project, isolating the proposed Project in its respective TAZ in base and future models. VMT data will be extracted from the model run and interpolated to represent the project baseline year. VMT per capita will be reported and compared against the City's threshold of significance.

Cumulative Level Assessment

F&P will also review the OCTAM and 2024 SCAG RTP/SCS land use assumptions to confirm consistency with the general plan and RTP land use. If the project is not assumed in the general plan and RTP buildout year land use, a cumulative model run will be required.

Mitigation Measures

If the proposed project is found to have a significant VMT impact, potential mitigation options will be recommended and discussed with the project team for their inclusion as mitigation. The mitigation strategies will be based on transportation demand management (TDM) measures that have been found to be effective in reducing VMT for the housing uses being developed as part of the project and in the context of Placentia consistent with the requirements in the California Air Pollution Control Officers Association (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing health and Equity* (2021).

Documentation and Meetings

The results of the above assessment will be summarized in a draft technical memorandum. The memorandum will be submitted to the City of Placentia for review. F&P will respond to one round of consolidated comments and submit a final version of the memorandum to the City.

This scope of services includes up to two conference calls with the City but does not include any in-person meetings. In-person meeting or public hearing attendance can be scoped on a time and materials basis as requested by the client.

TASK 6.5.4 LEVEL OF SERVICE (LOS) TRAFFIC STUDY (OPTIONAL)

Though not required by CEQA, intersection capacity analysis is utilized in Placentia to size transportation infrastructure. If authorized, F&P will conduct a traffic study to assess the project's effect on local transportation infrastructure and identify potential future improvements needed to meet the City's LOS standard. Although the study area will be finalized after the Traffic Study Scoping task below, F&P's scope of work below assumes a traffic study that will evaluate up to five key intersections based on preliminary peak hour trip estimates, which may include the following:

- Crowther Avenue & Placentia Avenue
- Kimberly Avenue & Placentia Avenue
- Orangethorpe Avenue & Placentia Avenue
- Orangethorpe Avenue & SR-57 Southbound Ramps/Iowa Place
- Orangethorpe Avenue & SR-57 Northbound Ramps

Traffic Study Scoping

F&P will utilize trip generation estimates developed in Task 6.4.1, above, to identify the appropriate study area. Typically, the City of Placentia, City of Fullerton, and Caltrans request that any intersection to which a project would add 50 or more peak hour trips should be included in a traffic study. F&P will identify applicable intersections in a scoping memorandum that also summarizes the project information, trip generation estimates, trip distribution, and analysis and forecasting methodology. F&P will respond to one round of comments from the City and return the scoping form as final.

If additional intersections are added to the study scope, F&P will adjust the scope and fee of this task accordingly.

Data Collection and Existing Conditions

F&P will collect new AM and PM peak hour turning movement counts at the study intersections. Counts will be collected when schools are in session. We will obtain existing signal timing information for all traffic signals from the City of Placentia, City of Fullerton, and Caltrans.

The traffic counts, signal timings, and intersection geometrics will be incorporated into Vistro to identify how the existing intersections operate and estimate LOS.

Forecasting

F&P will complete the following forecasts for this effort:

- Opening Year Forecasts. Represent anticipated opening year for the project, existing counts will be grown by adding traffic from approved development plus an overall growth rate determined by reviewing growth anticipate by OCTAM in this area.

- Project Forecasts. The trip generation estimates prepared in Task 6.4.1 will be used to estimate the number of trips generated by the project. Those trips will be assigned to the street network using a trip distribution based on existing travel patterns in the area and general locations of other land uses in the area.
- Future Year Forecasts. OCTAM will be utilized to estimate future traffic growth between baseline 2024 and future year 2045 to be applied to existing counts.

The Project forecasts will be added to the No Project forecasts to represent “With Project” conditions.

Operations Assessment and Deficiency Identification

LOS at the study intersections will be evaluated for the Opening Year conditions with and without the Project. The results will be reviewed and, if deficiencies are identified, improvements to provide acceptable operations will be identified.

Off-ramp queues will be reported at Caltrans study intersections, and F&P will evaluate if queueing will affect freeway main-line operations.

Documentation

F&P will summarize the results of its assessment in a draft transportation study report. F&P will work with the City on their review, respond to one set of consolidated comments on the draft report, and resubmit as final.

The document will also address key aspects of the project, like site access, on-site circulation, active transportation and public transit analysis, and freeway ramp queueing at Caltrans intersections. For any unsignalized intersections, peak hour signal warrants will be reviewed.

Deliverable(s):

- » Mobility Analysis and Transportation Metrics for CEQA Analysis (digital copies)
- » VMT Screening Assessment for CEQA (digital copies)
- » Two conference calls
- » Optional: Draft Transportation Impact Analysis (digital copies in MS Word and PDF)
- » Optional: Final Transportation Impact Analysis (digital copies in MS Word and PDF)
- » Optional: Draft LOS Traffic Study (digital copies in MS Word and PDF)
- » Optional: Final LOS Traffic Study (digital copies in MS Word and PDF)

Task 6.6 Infrastructure Report (Fuscoe)

As a subconsultant to PlaceWorks, Fuscoe will assist PlaceWorks with updating a corridor and specific plan for the SP-5 area.

Project Description. Assist PlaceWorks with developing a corridor and specific plan for the SP-5 area (19 acres) located in the City of Placentia. The SP-5 encompasses 11 parcels and is generally located north of Orangethorpe Ave, east of Placentia Ave, south of Crowther Ave, and west of SR-57 in the southwestern portion of Placentia.

Purposes of Services. Provide infrastructure analysis to evaluate the proposed land uses and the update of an existing corridor and Specific Plan and associated CEQA documentation.

TASK 6.6.1 EXISTING CONDITIONS ANALYSIS

In coordination with PlaceWorks and City staff, request and review existing condition infrastructure data from the City, County of Orange, and OCSD and compile into comprehensive GIS database for future analysis and exhibits. Data request and review includes storm drain network (City and County) and master plan of drainage; sewer system data including sewer master plans, SSMP, and regional studies; water system data including water master plan and pressure zones.

Evaluate the infrastructure systems that support the current SP-5 corridor planning area including drainage, water, and sewer systems. Establish water and sewer demands using City-approved water and sewer generation factors to generate an existing conditions baseline. Coordinate with Golden State Water Company on the status of the existing water supply and distribution system and Placentia Public Works on the existing sewer network. Conduct outreach with Public Works staff to identify any known issues related to capacity, maintenance, or other items such as localized flooding, etc. for the systems serving the SP-5 area. Summarize the findings into a brief memorandum including narratives, tables and exhibits and emphasize any existing condition deficiencies which helps inform future land use decision. This task assumes the City will provide utility data in GIS format.

TASK 6.6.2 PROPOSED CONDITION INFRASTRUCTURE EVALUATION

Review the preliminary concepts/alternatives and provide technical feedback on the proposed alternatives from an infrastructure perspective. Based on the selection of the preferred alternative, calculate the maximum buildout potential for the preferred alternative using water and sewer demand estimates consistent with the demands used in the existing condition. Compare maximum buildout conditions against the existing condition and current SP maximum buildout scenarios. Work with the Public Works department to identify sewer impacts and Golden State Water Company to identify any potential water system impacts related to increases in water and sewer demand.

This analysis does not include any hydraulic modeling of the City's water or sewer systems. If required, Fuscoe will provide input data to the City's modeling consultant.

TASK 6.6.3 CEQA TECHNICAL STUDY

Prepare an infrastructure technical report covering CEQA thresholds analyses for drainage, water, sewer, and water quality. The report will serve as a technical appendix for the EIR / MND and will be used for development of the utilities section within the EIR/MND.

TASK 6.6.4 MEETINGS AND COORDINATION

Participate in meetings with City staff, PlaceWorks, and outside agencies to support the development of the Specific Plan and CEQA documentation.

Deliverable(s):

- » Existing Condition Memorandum with exhibits
- » Technical Report for CEQA compliance document
- » Meetings



Schedule

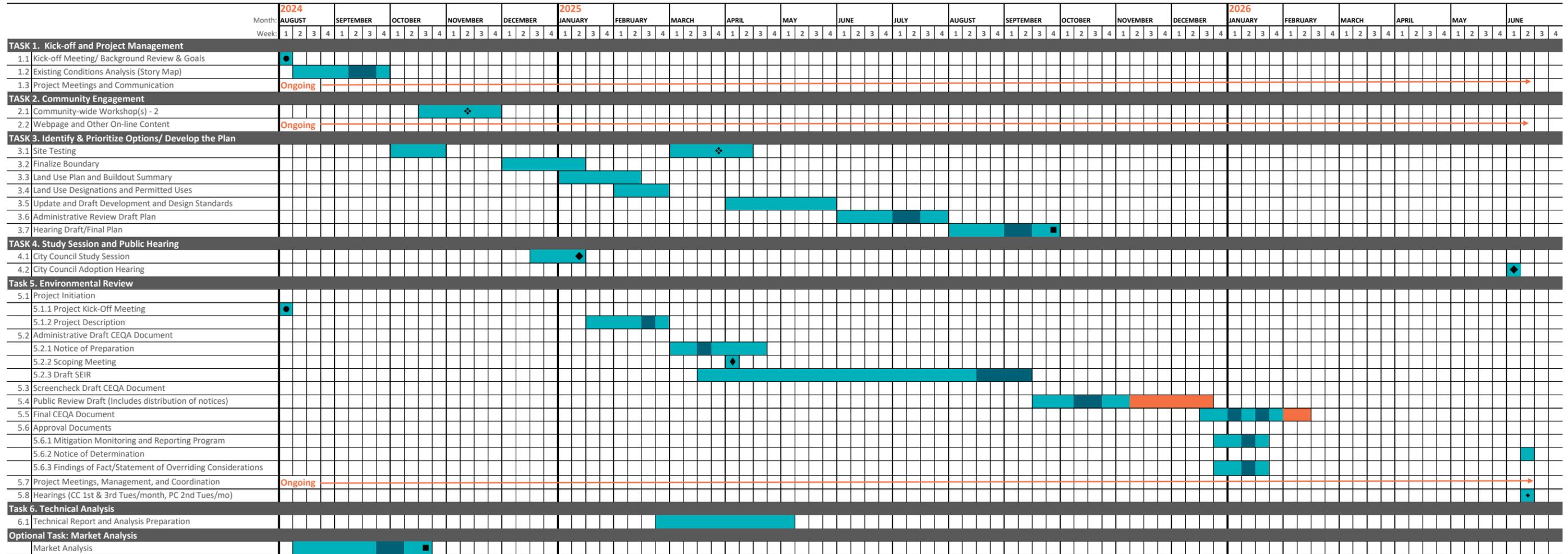
Provided on the following pages are two project schedules. One for each of the two CEQA options.



The PlaceWorks Team

SP-5 Corridor Plan & Specific Plan Update with CEQA Compliance

SCHEDULE - SEIR OPTION B





APPENDIX



Resumes
Relevant Project Details
PlaceWorks' Proposed Agreement Changes



Residence INN
BY MARRIOTT

Quality INN
BY CHOICE HOTELS

NO PARKING
FIRE LANE
← →





KAREN GULLEY

Managing Principal, Design

Karen has a talent for strategy and innovative problem solving that has been honed by 30 years of experience. Her skill with all facets of comprehensive planning and design for private and public sector clients expands the opportunities for creative solutions. She has led six general plans, more than forty specific plans, dozens of long-range conceptual plans for transit-readiness, and vision plans to reposition large areas. Her deep understanding of the real estate and development fields inform all facets of her public-sector projects—master plans, transit plans, conceptual design studies and park plans, coding, design guidelines, and implementation programs.

Karen has extensive experience in developing community participation programs and facilitating public meetings and workshops. She is adept at establishing a rapport with her audience and communicating complex and often controversial issues clearly and accurately. She provides expertise in project visioning and implementation, project processing, negotiating conditions of approval, responding to political considerations, and handling communication between stakeholders.

Karen is responsible for leading a team of people and projects within the Community Planning & Design Team and maintaining quality control. Karen’s strengths include handling the day-to-day management of large project teams where information sharing, issue management, problem solving, and policy development require extensive coordination. She is responsive to client needs and desires on a project and is dedicated to ensuring that the project stays on track and within budget.

HIGHLIGHTS OF EXPERIENCE

Urban Planning

- Southeast Area Specific Plan | Long Beach CA
- Advanced Technology Education Park (ATEP) Framework Plan | Tustin CA
- Tustin Legacy Specific Plan Update | Tustin CA
- Carson Vision Plan | Carson CA
- Savi Ranch Vision Plan | Yorba Linda CA

Corridor Planning

- Downtown Bellflower TOD Specific Plan | Bellflower CA
- Chapman Corridor Revitalization Plan | Placentia CA
- Beach Boulevard Specific Plan | Anaheim, CA
- Harbor Boulevard Specific Plan | Santa Ana CA
- Midtown Corridor Specific Plan | Long Beach CA
- Katella and Los Alamitos Boulevard Corridor Plan | Los Alamitos CA

EDUCATION

- BA, Economics, University of California, Santa Cruz
- Masters Program, Urban & Regional Planning, California State Polytechnic University, Pomona (all but thesis)

CERTIFICATIONS

- Certificates from the International Association for Public Participation
 - » Planning for Effective Public Participation
 - » Strategies for Dealing with Opposition and Outrage in Public Participation

AFFILIATIONS

- American Planning Association
- Urban Land Institute
 - » National Urban Revitalization Product Council
 - » Women’s Leadership Initiative for District Chapter

Team member since 1991



KAREN GULLEY

Managing Principal, Design
kgulley@placeworks.com

- Corridor revitalization: planning and implementation projects for the cities of Glendora, Covina, Azusa, San Dimas, Irwindale, and Chino as part of SCAG's Compass Blueprint Demonstration Program

Infill & Redevelopment

- Brea Core Visioning and Specific Plan | Brea CA
- Crafton Hills College Village Plan | Yucaipa CA
- Mixed Use Overlay Zones | Anaheim CA
- Stanton Plaza Specific Plan | Stanton CA
- Prospect Village, Downtown Tustin Redevelopment | Tustin CA

Comprehensive Planning

- Anaheim General Plan Zoning for Housing Acceleration and EIR; Anaheim First Community Assessment | Anaheim CA
- WRCOG Economic Development and Sustainability Framework Plan | Western Riverside County CA
- Rancho Cucamonga General Plan Update and EIR | Rancho Cucamonga CA
- Economic Development Strategic Plan | San Bernardino County CA
- Fontana General Plan Update & Zoning Code Consistency Program | Fontana CA
- Temecula Inaugural General Plan Update and EIR | Temecula CA

Large-Scale Land Planning

- MCAS Tustin Reuse Plan/Specific Plan | Tustin CA
- Harmony Specific Plan | Highland CA
- DeAnza Special Study, Mission Bay | San Diego CA
- Kennecott Master Plan | Salt Lake County UT
- Centennial Specific Plan, Tejon Ranch | Los Angeles County CA

Plan Implementation

- Tustin Legacy Master Developer | Tustin and Irvine CA
- Villages of Columbus Planning & Entitlements, MCAS Tustin | Tustin CA
- Moffett Meadows Design & Processing | Irvine CA

ARTICLES

- "Repositioning Urban Corridors to Attract New Residential and Commercial Markets," Urban Land, 2010
- "Sowing the Seeds of Regional Planning," Urban Land, 2007
- "Reshaping the American Commercial Strip," Urban Design Group Journal, Winter 2003

SPEAKING

- "Guiding Infill Development: What Planning Commissioners Need to Know" | OC Association of Planning Officials Forum, 2016
- "Got a College? New Town/Gown/Industry Collaboration" | 2015 APACA State Conference; 2015 WRCOG Visioning Workshop
- "Effective Elements of Corridor Planning" | APA San Diego Chapter, 2013

AWARDS

- Yucaipa Valley Wine Country Specific Plan | 2024 Award of Excellence, APACA-IE
- Fullerton College Connector Study | 2015 Award of Merit, Transportation Planning, APACA OC
- WRCOG Sustainability Framework | 2013 Best of the Best Award, ULI OC/IE; 2013 Compass Blueprint Commendation, SCAG
- San Bernardino TOD Overlay | 2013 Hard Won Victory Award, APACA-IE



SUZANNE SCHWAB AICP

Associate Principal

Suzanne is an experienced and versatile urban planner who loves creating places for people. She has a diverse planning background—from conceptual planning to development standards and design guidelines incorporated in specific plans, general plans, comprehensive plans, and campus master plans. These projects cover a variety of planning efforts, including health districts, master planned communities, vibrant corridors, and military base reuse.

Suzanne’s plans lay the foundation for future great places. She is passionate about linking health to the built environment and has led planning efforts for impactful campus developments such as the Saint John’s Hospital Phase II Master Plan in Santa Monica. She also successfully entitled the Centennial at Tejon Ranch Specific Plan in Los Angeles County, a 12,300-acre new community projected to have 19,333 homes and 10.1 million square feet of nonresidential development with net zero energy and an unprecedented green building program.

HIGHLIGHTS OF EXPERIENCE

Specific Plans

- The Village at South Coast Specific Plan | Santa Ana CA
- Wine Country Specific Plan | Yucaipa CA
- Southeast Area Specific Plan (SEASP) | Long Beach CA
- Aqua Bella Specific Plan | Moreno Valley CA
- Centennial Specific Plan | Los Angeles County CA
- Goodman Commerce Center Eastvale Specific Plan | Eastvale CA
- Mill Creek, Update to The Preserve Specific Plan | Chino CA
- Tustin Legacy Specific Plan Update | Tustin CA

Corridor Plans

- Chapman Corridor Regulatory Requirements and Design Guidelines | Placentia CA
- Beach Boulevard Corridor Specific Plan | Anaheim CA
- Midtown Specific Plan | Long Beach CA
- Harbor Mixed Use Transit Corridor Specific Plan | Santa Ana CA

General Plans

- Redondo Beach General Plan Update | Redondo Beach CA
- La Habra General Plan | La Habra CA

Other

- Beach Cities Healthy Living Campus Entitlement Services | Redondo Beach CA
- Objective Design Standards and Zoning Code Updates | Anaheim CA

EDUCATION

- Master of Urban and Regional Planning, University of California, Irvine
- BS, Marketing and International Studies, Indiana University, Bloomington
- AA, Interior Design, Fashion Institute of Design and Merchandising, Los Angeles
- Study Abroad Program, International Education for Students, London, England

CERTIFICATIONS

- American Institute of Certified Planners (AICP)
- NCI Charrette System™, National Charrette Institute

AFFILIATIONS

- American Planning Association
- Urban Land Institute

Team member since 2022

(also at PlaceWorks 2012–2018)



SUZANNE SCHWAB

Associate Principal

sschwab@placeworks.com

- SCAG Metrolink Area Station Analysis | SCAG Region
- Cal State Dominguez Hills Visioning Plan | Dominguez Hills CA
- Harris River Ranch Entitlement Services | Sanger CA
- Riverside Reconnects, Street Car Feasibility Study | Riverside CA
- Site Planning for Tustin Legacy, MCAS Reuse | Tustin CA
- WRCOG Sustainability Framework Plan | Riverside County CA
- SCAG UPLAN Grant Application | Long Beach CA

PRIOR EXPERIENCE

Master Plans

- Mt. San Antonio Community College | Walnut CA
- Mission Hospital | Mission Viejo CA
- Mission Hospital | Laguna Beach CA
- Saint John's Phase II Master Plan and Development Agreement | Santa Monica CA
- St. Mary Medical Center Revised Planned Unit Development and Development Agreement | Victorville CA
- Holy Cross | Los Angeles CA
- The Mount | Seattle WA

Feasibility Studies

- Providence Health System Workforce Housing (including Zoning Code Review, Site Planning Considerations, and Demand Study) for: Apple Valley CA; Gresham, Hillsboro, and Portland OR; and Olympia WA

Other Entitlement Projects

- St. Joseph Hospital Women's Center Medical Office Building | Orange CA
- Mission Medical Office Building | Rancho Mission Viejo CA
- Happy Valley Site Plan and Existing Conditions Report | Happy Valley OR
- St. Mary Medical Center Reuse Planning | Apple Valley CA

LEADERSHIP & COMMUNITY

- Mentor, UC Irvine's Urban Planning Program

ACTIVITIES

- Building Healthy Places Committee, OC/IE Urban Land Institute 2022

AWARDS

- **Yucaipa Valley Wine Country Specific Plan** | 2024 Award of Excellence, APACA-IE
- **Southeast Area Specific Plan, City of Long Beach** | 2022 Efficient & Sustainable Land Use – Honorable Mention, SCAG; 2022 Hard-Won Victory, APA CA; 2021 Outstanding Planning Document, AEP; and 2021 Hard Won-Victory, APACA-LA
- **Midtown Specific Plan, City of Long Beach** | 2017 Outstanding Planning Document, AEP; 2017 Sustainability Award for Integrated Planning, SCAG
- **WRCOG Sustainability Framework** | 2013 Best of the Best Award, ULI OC/IE; and 2013 Compass Blueprint, Honorable Mention, SCAG
- **Young Leader of the Year**, Urban Land Institute OC/IE, 2014
- **Outstanding Student Achievement**, UCI Planning, Policy, and Design Program, 2012
- **Fellowship Recipient**, California Planning Foundation, 2012



CHAD SO AICP

Associate

Chad So is a valued member of PlaceWorks' community planning and design team, with a background in landscape architecture and a deep passion for urban design. He develops urban design and streetscape design concepts, first/last mile plans for transit stations, and multimodal strategic and specific plans. He uses technical analysis with computer-aided design programs and GIS in his design work and creates graphics, maps, and diagrams. These are incorporated into plans and used to present planning and urban design concepts to clients, public meetings, and community workshops.

Before joining PlaceWorks, Chad was an urban designer at Here LA. He developed concepts, illustrations, maps, and narratives for multimodal, bicycle, and pedestrian strategic and specific plans at a scale from county to corridor to site. He trained community members in first/last mile audit methodology, oversaw station area analysis, and recommended urban design improvements. In other work experience, Chad was a design architect intern for the City of Los Angeles Department of Transportation's Active Transportation Division.

HIGHLIGHTS OF EXPERIENCE

- Artesia Downtown Specific Plan and EIR | Artesia CA
- Butte County Upper Ridge Community Plan | Butte County CA
- Chapman Corridor Revitalization Plan | Placentia CA
- Cupertino General Plan 2040 | Cupertino CA
- Daly City Commercial Mixed Use Zone Development | Daly City CA
- Downtown Shoreline Vision Plan | Long Beach CA
- Five Wounds Station Area Plan | San Jose CA
- Fresno Housing Parkway Master Plan | Fresno CA
- Glendora Objective Design Standards | Glendora CA
- Greater Higgins Area Plan | Nevada County CA
- Hercules Waterfront Blocks ABCD Outreach | Hercules CA
- Hollister General Plan Design Guidelines | Hollister CA
- Livermore General Plan Update | Livermore CA
- Long Beach LGBTQ+ Cultural District | Long Beach CA
- Madera Station Relocation Transit Area | Madera CA
- Millbrae Station Area Specific Plan Update | Millbrae CA
- Orange County Council of Governments Objective Design Standards | Orange County CA
- San Bernardino (City) General Plan, Specific Plans, and Downtown Urban Design | San Bernardino CA
- Stockton General Plan Update | Stockton CA
- Sunnyvale Housing Development Objective Design Standards | Sunnyvale CA
- Wildomar General Plan Update | Wildomar CA

EDUCATION

- BS, Landscape Architecture, California State Polytechnic University, Pomona
- Study Abroad, Santa Chiara Study Center, Castiglion Fiorentino, Tuscany, Italy

CERTIFICATIONS

- American Institute of Certified Planners #35134

AFFILIATIONS

- American Planning Association

Team member since 2022



CHAD SO
Associate
cso@placeworks.com

PRIOR EXPERIENCE

Design and Planning

- 405 Multimodal Corridor Plan | LA County CA
- Blue Line First/Last Mile Plan | Los Angeles, Long Beach, Compton CA
- Brea Connecting the Core Active Transportation Plan | Brea CA
- Crenshaw/LAX Northern Feasibility Study and TOC Analysis | LA County CA
- Downey Pedestrian Plan | Downey CA
- Expo/Crenshaw First/Last Mile Plan | Los Angeles CA
- Glendale Pedestrian Master Plan | Glendale CA
- Golden State District Specific Plan | Burbank CA
- Inglewood First/Last Mile Plan | Inglewood CA
- LA Metro Station Evaluation Program | LA County
- NextGen Bus Study | LA County CA
- North Hollywood to Pasadena BRT Urban Design Integration Guide | Los Angeles CA
- One San Pedro Transformation Plan | San Pedro CA
- Ocean Ave Artist in Residence | Santa Monica CA
- Purple (D Line) Extension First/Last Mile Plan | Los Angeles CA
- Regional Dedicated Transit Lanes Study | Southern CA
- Transit to Parks Strategic Plan | LA County CA
- Willoughby Streetscape Design Project | West Hollywood CA

Creative Community Outreach

- Climate Talks Box | LA County CA
- East San Gabriel Mobility Action Plan | LA County CA
- Little Tokyo Joint Development Guidelines | Los Angeles CA
- Long Beach Vision Zero | Long Beach CA
- One Arroyo Creative Outreach | Pasadena CA
- Oxnard Sustainable Transportation Plan | Oxnard CA
- Santa Barbara Active Transportation Plan | Santa Barbara County CA
- Uptown Land Use & Neighborhood Strategy | Long Beach CA



STEVE GUNNELLS

Chief Economist

Steve's career spans the spectrum of community planning and economic development. As PlaceWorks' in-house economist, he plays a role in a great many of the firm's active projects. He focuses on crafting plans, policies, and development projects that are grounded in regional and global economic realities. He helps his clients leverage market forces to achieve their goals. And most importantly, he uses his grasp of economics and real estate markets not only to overcome existing challenges but to help communities create visionary plans that capitalize on the possibilities, not just past trends.

Steve works with communities to bridge the gap between long-range planning policies and economic development—with community organizations and special districts to fund and implement priority projects—and with developers to guide project decision-making and obtain entitlements based on sound economic and market analysis. Steve has also served as the field director for a consulting team on a World Bank project in Yemen, an Economic Development Fellow with the International Economic Development Council, a county planning director in Virginia, and a planning and economic consultant in Michigan and Ohio.

HIGHLIGHTS OF EXPERIENCE

Economic and Market Analysis

- Logistics Industry Analysis | San Bernardino County CA
- TDR Bank Benefits Analysis | Santa Fe County NM
- Fiscal Impact Analysis, New Jersey Highlands Water Quality Protection and Regional Planning Act | Chester NJ
- Economic Analysis, Collier County Rural Fringe Mixed-Use District TDR Restudy | Naples FL
- Evaluation of Irvine Business Complex TDR Program | Irvine CA
- Market Analysis for the Downtown Redding Specific Plan | Redding CA
- Market Analysis, Southwest Fresno Specific Plan | Fresno CA
- Economic, Market, and Fiscal Analysis | San Clemente CA
- Market Analysis and Mixed-Use Development Feasibility Study | Chino CA
- Downtown Market Assessment and TOD Feasibility Study | Fontana CA
- Washoe County Economic Forecast and Analysis | Washoe County NV
- Fresno Marketplace | Fresno CA
- Dole Foods Atwater Plan and Market Analysis | Atwater CA

Economic Development Planning

- Economic Development Element and Economic Development Strategic Action Plan | Corcoran CA
- Re-envisioning Chino: Implementing the 2025 General Plan | Chino CA

EDUCATION

- MSc, Development Management, London School of Economics
- Master of Urban and Environmental Planning, University of Virginia
- BA, Urban Planning, Virginia Tech

AFFILIATIONS

- American Planning Association
- Urban Land Institute

AWARDS

- 2013 Best of the Best Award, ULI Orange County/Inland Empire | WRCOG Sustainability Framework
- 2012 SCAG Compass Blueprint Recognition Award, Achievement in Sustainability | Re-envisioning Chino: Implementing the 2025 General Plan
- Michael A. Hoffman Award (co-recipient), Council of Virginia Archaeologists | Acquisition and Preservation of the Morgan Jones Kiln Site, a National Register Site

Team member since 2007



STEVE GUNNELLS

Chief Economist

sgunnells@placeworks.com

- Economic Development Feasibility Study for the California Community Foundation | El Monte CA
- North Hemet Revitalization Plan | Riverside County CA
- Economic Development Recommendations for the Southeast Industrial Area, SCAG Compass Blueprint Demonstration Project | Fullerton CA
- Coachella Commercial Entertainment District Planning Study | Coachella CA

Comprehensive Planning

- San Bernardino Countywide Plan | San Bernardino County CA
- Bloomington Community Plan | Bloomington CA
- Westminster General Plan and EIR | Westminster CA
- Yucca Valley General Plan and EIR | Yucca Valley CA
- San Clemente General Plan and EIR | San Clemente CA
- Menifee General Plan and EIR | Menifee CA
- Industry General Plan Update and EIR | Industry CA
- Clovis General Plan Update and EIR | Clovis CA
- Economic Development Element, El Monte General Plan | El Monte CA
- Economic Development Element, The Ontario Plan | Ontario CA
- Strategic Plan Update: Community Profile and Environmental Scan | Torrance CA

Urban and Regional Planning

- Sustainability Plan Framework, Western Riverside COG | Riverside County CA
- 2015–2050 Growth Forecast Update | Kern Council of Governments
- San Joaquin Valley Demographic Forecasts 2010 to 2050, Fresno COG | San Joaquin Valley CA
- Life on State Corridor Plan, Wasatch Front Regional Council | Multi-jurisdictional, Salt Lake County UT
- 5600 West BRT Phase I Station Area Plan | Salt Lake County UT
- Development Options around Transit Stations, SCAG Compass Demonstration Project | Azusa CA

PRIOR EXPERIENCE

- Downtown Development Plan, Buena Vista Charter Township | Saginaw County MI
- Downtown Development Plan and Tax Increment Financing Plan, Lyon Charter Township | Oakland County MI
- Development Plan and Tax Increment Financing Plan, Van Buren Charter Township | Wayne County MI
- Tax-Increment-Financing Plan, Detroit Armory Redevelopment | Oak Park MI
- Economic Development Program | Richmond County VA
- Overall Economic Development Program | Westmoreland County VA
- Urban Development, Management, and Tourism Assessment, World Bank | Republic of Yemen

SPEAKING ENGAGEMENTS

- “Rail and TOD: Getting on the Right Track” | 2015 ULI OC/IE District Council | Santa Ana CA
- “Economic Development for Planners” | 2011 Southern California Association of Governments’ Toolbox Tuesdays | Los Angeles CA
- “TOD and Downtown Development Opportunities” | 2010 Downtown Fontana Technical Advisory Roundtable | Fontana CA
- “Mixed-Use Development: Myth or Must” (Panelist) | 2009 Developer Conference, Multifamily Executive Conference | Las Vegas NV



LEO DIPIERRO

Project Planner / GIS Analyst

In support of PlaceWorks' Planning Team, Leo assists with GIS- and planning- related tasks on a variety of projects in the Bay Area and beyond. Leo is well-versed in planning, interdisciplinary research, writing/formatting, GIS, and analytical/technical skills. He is also experienced in interpretation and collection of data from multiple sources, and has the ability to synthesize material to communicate findings effectively and concisely.

Leo plays a role on a variety of projects, including housing elements, ArcGIS web app development, general plan updates and buildouts, housing site selection and infill, transportation planning, facilities planning, design, and analysis. His key projects include facilities planning for Big Basin Redwoods State Park; development of housing tools for Solano County; general plan updates for Livermore, San Mateo, Hollister, and Santa Rosa among other cities; and wide-ranging facilities planning and web GIS solutions for the North Coast of Santa Cruz County.

HIGHLIGHTS OF EXPERIENCE

- Big Basin Facilities Management Plan | Santa Cruz County CA
- Livermore General Plan Update, Housing Element Update, and EIR | Livermore CA
- SB 2 and LEAP/REAP Technical Assistance | Statewide CA
- Coyote Valley Corridor Study | San Jose CA
- Solano Transportation Authority Multi-Jurisdictional Housing Element | Solano County CA
- Santa Cruz County North Coast Facilities and Management Plan | Santa Cruz County CA
- Sacramento County Infill Program Update | Sacramento County CA
- CCTA Ongoing Planning Services | Contra Costa County CA
- Peninsula Open Space Trust Bay to Sea Trail Feasibility Study | San Mateo County CA
- San Mateo General Plan Update | San Mateo CA
- Marin County SB 1383 | Marin County CA
- California State Parks Cultural Arts, Interpretation, and Engagement Support | Statewide CA
- SCAG Metrolink Station Area Analysis - Land Use and GIS Services | Southern California CA
- San Mateo County Multi-Jurisdictional Safety Element | San Mateo County CA
- Vacant and Underutilized Lot Inventory | Cudahy CA
- Santa Rosa General Plan Update & EIR | Santa Rosa CA
- Soledad General Plan Update & Housing Element Update | Soledad CA
- Colfax General Plan and Housing Element | Colfax CA

EDUCATION

- BA, Geography, Humboldt State University, CA

Team member since 2022



LEO DIPIERRO

Project Planner / GIS Analyst

ldipierro@placeworks.com

- Butte County General Plan Update | Butte County CA
- Placentia Chapman Corridor Revitalization | Placentia CA

PRIOR EXPERIENCE

City of San Mateo | Planning Intern | 2021 - 2022

- Developed workflows for municipal-level planning and gained experience with a variety of development planning projects and scales, project reviews for code compliance, and code assessment
- Utilized GIS to develop maps, analyze data, and provide foundation for projects including housing element
- Assisted in community outreach and engagement with Zoom meetings, as well as additional projects involving graphical development and formatting of community materials

Yurok Tribe | Project Intern - GIS Ancestral Mapping | 2020

- Assisted tribal officials in ongoing project mapping ancestral territory and historic land allotment using BIA & BLM primary data
- Processed data and developed additional data processing, analysis, and collection skills within ArcGIS Pro
- Actively communicated with tribal officials in relation to the processing, collection, and inclusion of data into relevant collections via Microsoft Teams

Humboldt County Planning & Building Department | GIS Intern | 2019 - 2020

- Acquired and processed GIS data in ArcMap and internal ArcGIS Online county web mapping services
- Worked closely alongside the county GIS coordinator assisting in ongoing data acquisition and analysis projects, communicating frequently around progress and methodology of data collection and processing
- Developed Planning & GIS workflows
- Assessed prior data and determined necessary updates, additions, and changes in ArcGIS Online system



NICOLE VERMILION

Principal, Air Quality/Energy/GHG/Noise Services

Nicole oversees project staffing and timing for the air quality, greenhouse gas (GHG), and noise technical team's impact evaluations under CEQA. She is responsible for expanding and fine-tuning the team based on changes in technology, legislation, and client needs and for ensuring that PlaceWorks air quality and GHG studies are defensible and consistent with recent case law. She closely follows the rapid changes in requirements and the latest information on CEQA thresholds and analysis methodology. She has performed numerous GHG emissions inventories for individual projects as well as citywide emissions inventories for general plans.

Nicole frequently presents at conferences, including the California Chapters of both APA and AEP. She is a beta tester for the CalEEMod program. As a member of AEP's Climate Change Committee, Nicole has contributed to white papers addressing GHG emissions inventories for climate action plans and general plans, post-2020 GHG thresholds, and Friant Ranch.

HIGHLIGHTS OF EXPERIENCE

Air Quality, GHG, and Energy Analyses

- **Retail Centers and Mixed-Use Developments:** Brea Mall Mixed-Use Project EIR (for this project, Nicole also managed the entire CEQA project in addition to leading technical analyses, Brea Plaza, Broadway Mixed-Use project in Redwood City; Serramonte Shopping Center Expansion in Daly City; Fresno El Paseo Marketplace in Fresno; Platinum Triangle Marketplace in Highland; San Leandro Shoreline Development; Butcher's Corner in Sunnyvale
- **Downtown/Town Center and Civic Center Projects:** Norwalk Entertainment District-Civic Center Specific Plan EIR; Laguna Niguel Town Center; Men's Central Jail (Treatment Center) for LA County; Orange County Civic Center; Downtown Hayward Specific Plan; Atherton Civic Center; Walnut Creek Downtown Specific Plan; Del Avenue Specific Plan
- **Hotel Projects:** Hyatt Regency Newport Beach; Courtyard Marriott Glendale; DeAnza and Village Hotels in Cupertino; Hilton Garden Inns in Walnut Creek and San Jose; Anabella Hotel Anaheim
- **Corridor, TOD, Station Area Specific Plan EIRs:** Valley Corridor, San Bernardino County; Connect Southwest LA TOD and West Carson TOD, Los Angeles County; Beach Boulevard, Anaheim; Midtown, Long Beach; Millbrae Station, Millbrae
- **Senior Living and Medical Facility Projects:** Newport Beach Vivante Senior Living; Torrance Memorial New Main Tower Project; Del Amo Senior Village; Kaiser Medical Centers in Irvine and Anaheim; City of Hope Cancer Research Center Expansion in the cities of Duarte & Irwindale; The Springs at Bethsaida Senior Living in Tustin

EDUCATION

- Master of Urban & Regional Planning, University of California, Irvine
- BS with Honors, Ecology & Evolutionary Biology, University of California, Santa Cruz
- BA with Honors, Environmental Studies, University of California, Santa Cruz

AFFILIATIONS

- American Planning Association (APA)
- Association of Environmental Professionals (AEP)

ACTIVITIES

- Climate Change Committee | California AEP
2023 Certificate of Appreciation
- CalEEMod Beta-Tester | South Coast Air Quality Management District

Team member since 2004



NICOLE VERMILION

Principal

nvermilion@placeworks.com

- **Industrial Projects:** Proposed Rule 2305 Indirect Source Review – Warehouses Environmental Assessment for SCAQMD; Prologis Warehouse EIR in Los Angeles; CenterPoint Properties Warehouse at Greenleaf Avenue in Santa Fe Springs; Ontario Ranch Specific Plan EIR; Agua Mansa Logistics Center Addendum and Colton Southwest Regional Operations Center IS/MND in Colton; 12+ warehouse/industrial projects in the City of Industry; 2000 Marina Boulevard Tech Studies- AQ/GHG in San Leandro; Cordes Ranch Annexation Specific Plan in Tracy; Dixon Northeast Quadrant Specific Plan Addendum in Dixon; CenterPoint Properties Warehouse in Richmond
- **General Plan EIRs:** Counties of Contra Costa, Los Angeles, and San Bernardino and Cities of:
 - » Clovis
 - » Cupertino
 - » El Monte
 - » Highland
 - » Industry
 - » La Habra
 - » Menlo Park
 - » Morgan Hill
 - » Newark
 - » Newport Beach
 - » Palm Springs
 - » Palo Alto
 - » Pasadena
 - » Rancho Mirage
 - » San Clemente
 - » San Leandro
 - » San Rafael
 - » Santa Ana
 - » Sierra Madre
 - » Stockton
 - » Temple City
 - » Torrance
 - » Tulare
 - » Vacaville
 - » Vallejo
 - » Westminster

CEQA Projects Managed by Nicole Vermilion

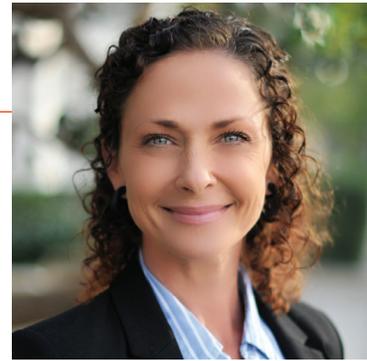
- Brea Mall Mixed-Use Project EIR | Brea CA
- City of Irvine CEQA Manual | Irvine CA
- General Plan EIRs: Corona, Los Alamitos, Ontario, Yucca Valley, Yucaipa
- Specific Plan EIRs: Brea, Cal State Fullerton/City of Fullerton, Hemet, Yucaipa
- Residential Project EIRs: Anaheim, Brea, Claremont, Mission Viejo
- Colton Safety Element MND | Colton CA
- Agua Mansa Logistics Center Addendum | Colton CA
- Colton Southwest Regional Operations Center MND | Colton CA
- Irvine Business Complex EIR and GHG Inventory | Irvine CA

Additional Projects

- City of Industry Climate Action Plan | City of Industry CA
- TIGER II Grant for the San Bernardino International Airport | Highland CA
- Antelope Valley Area Plan EIR | County of Los Angeles CA
- Concord Hills Regional Park EIR | East Bay Regional Parks District CA
- 1700 Dell Avenue Office EIR | Campbell CA
- Measure E Bond Program CEQA and Site Assessment Services | Fremont

SPEAKING ENGAGEMENTS

- “Climate Change and Air Quality Workshop – Proposed Cumulative Air Toxics Thresholds” | 2022 AEP CA State Conference | Yosemite CA
- “A Diversity of Air Quality Thresholds for a Diverse State: Thresholds Concepts to Reflect Differences in Existing Pollution Burdens” | 2021 AEP CA State Conference | Long Beach CA (Virtual) “All About the Offsets – Mitigating GHG Impacts with GHG Credits” | AEP February 2020 | Irvine CA
- “CEQA GHG Emissions Thresholds: The Past, Present and Future – Bracing for Climate Change: Strategies for Mitigation and Resiliency” | Air and Waste Management Association December 2019 | Santa Barbara CA
- “Climate Change and Air Quality Workshop – Linking Project level emissions with Health Impacts: What does the Friant Ranch Case tell us? What is required for a CEQA analysis?” | 2019 AEP CA State Conference | Monterey CA
- “When is it Defensible to Mitigate CEQA GHG Emissions Impacts with GHG Credits?” | 2019 AEP CA State Conference | Monterey CA



MALIA DURAND

Associate Principal

Malia Durand is a highly skilled environmental land use planner with over 16 years of experience in environmental review and urban planning. She is an adept problem solver and a strong leader with excellent communication and interpersonal skills.

Malia specializes in managing a wide variety of CEQA/NEPA public- and private- sector development projects. Her experience includes managing a team of urban and environmental planners and overseeing the production of numerous environmental projects, as well as planning and zoning projects throughout Southern California. She has also led and participated in critical negotiations with local, state, and federal resource agencies regarding impacts to sensitive habitat, jurisdictional resources, and species listed by the California and federal Endangered Species Acts.

Malia's responsibilities at PlaceWorks include project quality and defensibility, project management, mentoring staff, and helping to maintain and advance our environmental practice in Orange County and the Inland Empire.

HIGHLIGHTS OF EXPERIENCE

- City of San Bernardino General Plan Update EIR | San Bernardino CA
- City of Shafter 2023 General Plan Update and EIR | Shafter CA
- Legacy Highlands Industrial Specific Plan EIR Peer Review | Beaumont CA
- Anaheim General Plan and Zoning Code Update EIR | Anaheim CA
- Euclid & Heil Residential Project EIR Addendum | Fountain Valley CA
- Glenneyre Street Lighting Project IS/MND | Laguna Beach CA
- Chapman Yorba VIII, LLC- Builders Remedy/Density Bonus Mixed Use Project Environmental Review | Orange CA
- Kite Realty / Ontario Regal Cinemas Planned Unit Development | Ontario CA
- Norwalk Entertainment District – Civic Center Plan Review Services | Norwalk CA
- Corona City Park Revitalization Project CEQA | Corona CA
- Oxford Preparatory Expansion Project IS/MND, Saddleback Valley USD | Lake Forest CA
- Granite Hills High School Athletics Complex Master Plan IS/MND, Apple Valley USD | Apple Valley CA
- Del Mar Hills Elementary School Rebuild Project, Del Mar Union Elementary School District | San Diego CA

PRIOR EXPERIENCE

Infrastructure Engineers (IE), a Bowman company | Brea CA

While employed at IE as Director of Environmental and Planning Services, Malia was one of the firm's most versatile planners, with an innate ability to interact with clients and the public and achieve positive results. During her time at IE, Malia managed the following environmental and planning projects:

EDUCATION

- BS, Environmental Science, San Diego State University

CERTIFICATIONS

- Certified Inspector of Sediment and Erosion Control In-Training (CISEC-IT)

AFFILIATIONS

- Association of Environmental Professionals (AEP)
- Worldwide Women's Association (WWA)

Team member since 2023



MALIA DURAND

Associate Principal

mdurand@placeworks.com

- Bakersfield Industrial/Warehouse Project EIR | Bakersfield CA
- Pasadena Environmental Peer Review Services (various projects under a long-term-contract for private development projects | Pasadena CA
- Peer Review of Norwalk Entertainment District–Civic Center Specific Plan and EIR | Norwalk CA
- Lynwood Environmental Justice and Safety Elements Update | Lynwood CA
- Lynwood Housing Element Update and IS/MND, 6th Cycle | Lynwood CA
- Bell Gardens General Plan Zoning Consistency Analysis | Bell Gardens CA
- LEAP Grant Application for and Preparation of the Huntington Park Housing Element Update (5th and 6th cycles) | Huntington Park CA
- Adelanto Housing Element Update and IS/MND, 6th Cycle | Adelanto CA
- Shafter Housing Element Update and IS/MND, 6th Cycle | Shafter CA
- Wasco Housing Element Update and CEQA Exemption, 6th Cycle | Wasco CA

County of San Diego, Department of Public Works | San Diego County CA

As a Land Use and Environmental Planner at the County, Malia managed the environmental processing of Capital Improvement Projects (CIPs), from concept through construction and final mitigation sign-off. Projects included road improvements, bridge rehabilitation and construction, flood control facilities, dump remediation, and complex emergency repair projects. Malia conducted critical negotiations with local, state, and federal resource agency representatives for all permitting and compensatory mitigation associated with impacts to sensitive habitat, jurisdictional resources, and listed species. She performed environmental code compliance, violation resolution, and environmental remediation, and maintained up-to-date knowledge of environmental laws, regulations, and policy governing both public and private development. During her time at the County, Malia frequently presented to members of the public, stakeholder groups, community planning groups, and representatives of state and federal regulatory agencies. She also spearheaded the development of numerous technological advances for essential county-wide programs, resulting in substantial labor and cost savings. Projects Malia was involved with include:

- Regional General Permit 53 Program MND | San Diego County CA
- Lawson Valley Bridge Replacement Project MND | San Diego County CA
- Valley Center Road Bridge Replacement Project MND | San Diego County CA
- Cole Grade Road Widening Project EIR | San Diego County CA
- All Emergency Public Works Projects CEQA/NEPA Processing | San Diego County CA
- Mitigation/Conservation Bank Liasson | San Diego County CA
- Former Fallbrook Burn Dump 1C Remediation Project MND | San Diego County CA

LEADERSHIP AND COMMUNITY

- Co-founder of the Green-Spark organization, a 501c3 nonprofit that existed between 2007 and 2010 as a green rebuilding initiative group after the San Diego fires.

SPEAKING ENGAGEMENTS

- “Environmental Professionals of Orange County Career Panel,” AEP, Orange County Chapter, Cal State University, Fullerton, 2023



CHRISTHI MROSLA

Associate

Christhi has experience authoring CEQA compliance documents and advancing entitlement applications for all land use types, especially industrial developments in Southern California and the Inland Empire. She has experience creating and managing the project consultant team to prepare technical reports, architectural/civil plans, and other various requirements to achieve CEQA compliance and project approval on over 3.5. million square feet of approved developments. She interfaces with lead agency contacts, members of the public, and State Clearinghouse representatives. Christhi has experience with preparing and presenting public meeting presentations.

HIGHLIGHTS OF EXPERIENCE

- Bonita Vista High School Building and Site Improvement CE | Sweetwater Union HS District

PRIOR EXPERIENCE

- Church of the Woods EIR | Unincorporated San Bernardino County CA
- Cottonwood and Edgemont Industrial Warehouse IS/MND | Moreno Valley CA
- Banana and Rose Commerce Center Industrial Warehouse EIR Addendum | Fontana CA
- Patterson Commerce Center Industrial Warehouse IS/MND | Perris CA

SPEAKING ENGAGEMENTS

- Panelist/ 2024 Association of Environmental Professional Career Panel/ University of California, Irvine

LEADERSHIP AND COMMUNITY

- Mentor, UC Irvine Physical Sciences Undergrad Mentorship Program, 2022–2023
- Volunteer, Irvine Ranch Conservancy, 2018

AWARDS

- Dean’s Honor List, UCI, 2015–16

EDUCATION

- BA, Environmental Science, University of California, Irvine
- Certificate in CEQA Practice, University of California, San Diego

AFFILIATIONS

- Association of Environmental Professionals (AEP)

Team member since 2024



CHRISTHI MROSLA

Associate

cmrosla@placeworks.com

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EMILY PARKS

Associate, Air Quality/GHG/Energy



Emily is a member of the Environmental Team’s air quality and greenhouse gas analysis group. She works on a broad array of environmental planning projects—from mixed-use, industrial, and transit-oriented design projects to comprehensive planning projects such as general plans and specific plans.

Emily joined PlaceWorks while earning her master’s degree in environmental and ocean sciences at USD. As part of her graduate work, she developed a controlled laboratory study of California killifish and was awarded a grant in 2020 to help fund equipment and lab costs. She received additional funds to support a second summer of research on killifish.

Emily gained experience with public policy as an intern with the San Diego chapter of the Audubon Society. Here she led a team to gather resources and make specific recommendations to improve the climate strategy in the City of San Diego’s Climate Action Plan. Recommendations added to the CAP included measurable goals for the benefits of wetland restoration and riparian forest habitat as carbon sinks.

HIGHLIGHTS OF EXPERIENCE

- The Ontario Plan Update EIR | Ontario CA
- Linbrook Villas CEQA Class 32 Categorical Exemption | Anaheim CA
- VP1 Apple Office Project Initial Study | Cupertino CA
- CEQA for 1655 South De Anza Boulevard Mixed-Use Project | Cupertino CA
- Santa Rosa GP Update EIR | Santa Rosa CA
- UC College of Law EIR | San Francisco CA
- Amador School Consolidation EIR | Amador CA
- La Palma Park Improvements NEPA CE | Anaheim CA
- Irvine Business Complex Quart Office Addendum | Irvine CA

AWARDS

- 2021 Stephen Sullivan Memorial Scholarship, University of San Diego
- 2020 George Maier Fund Grant, University of San Diego

LEADERSHIP AND COMMUNITY

- Audubon Advocacy Training Internship, SD Audubon Society Chapter

EDUCATION

- MS, University of San Diego, Environmental and Ocean Sciences
- BS, University of California, Santa Barbara, Biological Sciences

AFFILIATIONS

- Association of Environmental Professionals (AEP)

Team member since 2021



EMILY PARKS

Associate

eparks@placeworks.com

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CHRIS SHIELDS

Senior Associate, Noise, Vibration, and Acoustics

Chris possesses a strong background in noise control, noise propagation, frequency analysis and engineering practices, coupled with extensive noise synthesis computer-modeling experience. His work experience includes the preparation of technical studies and related sections of CEQA and NEPA documents for commercial, industrial, residential, mixed-use recreation, educational, infrastructure, and other development projects. Chris' experience includes noise analyses for federal, state, and local agencies with the use of computer models published by the EPA, FHWA, and Caltrans.

HIGHLIGHTS OF EXPERIENCE

- East Bay Regional Park District's North Point Isabel Stand Alone Report | Richmond CA
- UC Berkeley Bancroft Parking Structure IS | Berkeley CA
- Artesia Downtown Specific Plan EIR | Artesia CA
- Barstow General Plan EIR | Barstow CA
- Hollister General Plan EIR | Hollister CA
- Canyon Middle School ISMND for Canyon Valley USD | Castro Valley CA

PRIOR EXPERIENCE

- Feather River Levee Repair Project EIR | Yuba County CA
- Rancho Cordova Suncreek Revised EIR/EIS | Rancho Cordova CA
- The Ranch at Sunridge EIR/EIS | Rancho Cordova CA
- Prairie City State Vehicular Recreation Area General Plan and EIR | Rancho Cordova CA
- Citrus Heights General Plan Update, Climate Action Plan, and EIR | Citrus Heights CA
- Capitol Villas Redevelopment Project EIR | Sacramento CA
- Brookins Ranch Monitoring | Colusa County CA
- Atherton Drive Gap Closure IS/MND EA-FONSI | Manteca CA
- Union Crossing EIR | Manteca CA
- Galt Wastewater Treatment Plant Pipeline Project | Galt CA
- Lodi/Delta College Master Plan and EIR | San Joaquin County CA
- Brockway Erosion Control Project IEC | Placer County CA
- Martis Creek Lake Dam Safety Modification Study EIS | Nevada County CA
- Elk Grove USD Cosumnes River Elementary School Expansion Project EIR | Elk Grove CA
- San Juan USD Rio Americano High School Sports Facilities Upgrade EIR | Sacramento CA
- Crows Landing Industrial Business Park Specific Plan and EIR | Crows Landing CA
- Folsom South of US Highway 50 Specific Plan EIR/EIS | Sacramento County CA
- Natomas Levee Improvement Program EIR, EIS, and EIR/EIS | Sacramento County CA

EDUCATION

- BA, Environmental Studies (Minor in Geology), California State University, Sacramento

Team member since 2024



CHRIS SHIELDS

Senior Associate, Noise, Vibration, and Acoustics

Chris possesses a strong background in noise control, noise propagation, frequency analysis and engineering practices, coupled with extensive noise synthesis computer-modeling experience. His work experience includes the preparation of technical studies and related sections of CEQA and NEPA documents for commercial, industrial, residential, mixed-use recreation, educational, infrastructure, and other development projects. Chris' experience includes noise analyses for federal, state, and local agencies with the use of computer models published by the EPA, FHWA, and Caltrans.

HIGHLIGHTS OF EXPERIENCE

- East Bay Regional Park District's North Point Isabel Stand Alone Report | Richmond CA
- UC Berkeley Bancroft Parking Structure IS | Berkeley CA
- Artesia Downtown Specific Plan EIR | Artesia CA
- Barstow General Plan EIR | Barstow CA
- Hollister General Plan EIR | Hollister CA
- Canyon Middle School ISMND for Canyon Valley USD | Castro Valley CA

PRIOR EXPERIENCE

- Feather River Levee Repair Project EIR | Yuba County CA
- Rancho Cordova Suncreek Revised EIR/EIS | Rancho Cordova CA
- The Ranch at Sunridge EIR/EIS | Rancho Cordova CA
- Prairie City State Vehicular Recreation Area General Plan and EIR | Rancho Cordova CA
- Citrus Heights General Plan Update, Climate Action Plan, and EIR | Citrus Heights CA
- Capitol Villas Redevelopment Project EIR | Sacramento CA
- Brookins Ranch Monitoring | Colusa County CA
- Atherton Drive Gap Closure IS/MND EA-FONSI | Manteca CA
- Union Crossing EIR | Manteca CA
- Galt Wastewater Treatment Plant Pipeline Project | Galt CA
- Lodi/Delta College Master Plan and EIR | San Joaquin County CA
- Brockway Erosion Control Project IEC | Placer County CA
- Martis Creek Lake Dam Safety Modification Study EIS | Nevada County CA
- Elk Grove USD Cosumnes River Elementary School Expansion Project EIR | Elk Grove CA
- San Juan USD Rio Americano High School Sports Facilities Upgrade EIR | Sacramento CA
- Crows Landing Industrial Business Park Specific Plan and EIR | Crows Landing CA
- Folsom South of US Highway 50 Specific Plan EIR/EIS | Sacramento County CA
- Natomas Levee Improvement Program EIR, EIS, and EIR/EIS | Sacramento County CA

EDUCATION

- BA, Environmental Studies (Minor in Geology), California State University, Sacramento

Team member since 2024



DINA EL CHAMMAS GASS PE, QSD

Senior Engineer

Dina is a member of the Environmental Planning team and Technical Services Group. She provides technical support related to hydrology, water quality, geology and soils, hazards and hazardous materials, and utilities, including third-party peer reviews, water supply assessments, written verifications of water supply, and utility capacity reports. Dina also has experience performing quantitative health risk assessments and pipeline safety hazard assessments.

Dina processes, oversees, and manages CEQA projects; contributes research, analysis, and review—particularly in the fields of water quality, hydrology, utilities, geology and soils, and hazards and hazardous materials; and prepares CEQA compliant documents.

Dina came to PlaceWorks with eclectic experience in the fields of sustainability, environmental engineering, and sustainable watershed management. She was an assistant professor of sustainability and an environmental engineer in the Gulf and Caspian regions, where she prepared and implemented environmental management plans; pollution prevention plans; and management plans for waste, water, and wastewater.

HIGHLIGHTS OF EXPERIENCE

Hydrology/Water Quality, and Utilities

- On-Call Services for Water Supply Assessments and Written Verifications of Water Supply | Ontario CA
- Wine Country Specific Plan Water Demand and Supply Study | Yucaipa CA
- Phase I of the Original Model Colony Adept Water Supply Assessment and Written Verification of Water Supply | Ontario CA
- Merrill Commerce Center Specific Plan Water Supply Assessment | Ontario CA
- Ontario Ranch Business Park Specific Plan Water Supply Assessment | Ontario CA
- Jackson Ranch Specific Plan Water Supply Assessment | Kettleman City CA
- Westminster Mall Specific Plan Water Supply Assessment | Westminster CA
- Irwindale Gateway Specific Plan Third Party Review: Hydrology Report, LID Report, Sewer Study, Utility Study, and WSA | Irwindale CA
- 4416 Azusa Canyon Road Tilt-up Warehouse Third Party Peer Review: Hydrology Report, Hydraulics Report, and WQMP | Irwindale CA
- Aqua Mansa Specific Plan Third Party Peer Review: Utility Report and WSA | Jurupa Valley CA
- Disneyland Resort Four Diamond Hotel Third Party Peer Review: Hydrology Report, WQMP, and WSA | Anaheim CA

EDUCATION

- Master of Engineering, Environmental and Water Resources Engineer, American University of Beirut, Lebanon
- Bachelor of Engineering, Civil Engineering, American University of Beirut, Lebanon
- MA, East Asian Studies, Maharishi University of Management, Fairfield, Iowa

AFFILIATIONS

- California Stormwater Association (CASQA)

REGISTRATIONS

- State of California Professional Engineer No. 91182
- State Water Resources Board's Qualified Storm Water Pollution Prevention Plan Developer (QSD)

Team member since 2018



DINA EL CHAMMAS GASS

Senior Engineer

delchammas@placeworks.com

Environmental and Health Risk Assessments

- 4416 Azusa Canyon Road Tilt-up Warehouse Construction HRA | Irwindale CA
- Etiwanda Avenue/Country Village Road Truck Restriction Ordinance Operational HRA | Jurupa Valley CA
- Temecula Valley Charter School HRA | Riverside County CA
- Villa Park High School Modernization Pipeline Risk Assessment | Orange CA
- Solana Vista Elementary School Reconstruction Pipeline Risk Assessment | Solana Beach CA
- Brownell Middle School Pipeline Risk Assessment | Gilroy CA

CEQA

- Santa Ana General Plan EIR (2021) | Santa Ana CA
- San Bernardino Countywide Plan EIR | San Bernardino County CA
- Walnut Business Park EIR | Walnut CA
- 1401 Quail Street Residential Project Addendum | Newport Beach CA
- Landfill Gas to Energy Project IS/MND | Newport Beach CA
- 4416 Azusa Canyon Road Tilt-up Warehouse Project IS/MND | Irwindale CA
- Irwindale Gateway Specific Plan SEIR | Irwindale CA
- Wine Country Specific Plan SEIR | Yucaipa CA
- Freeway Corridor Specific Plan SEIR | Yucaipa CA
- Proposed Rule 2305, Warehouse Indirect Source Rule Environmental Assessment | South Coast Air Basin CA
- Agua Mansa Commerce Park Specific Plan EIR | Jurupa Valley CA
- Norwalk Civic Center EIR | Norwalk CA
- Newport Crossings Mixed Use Project EIR | Newport Beach CA
- Laguna Niguel Town Center Mixed Use Project EIR | Laguna Niguel CA
- Ontario Ranch Specific Plan EIR | Ontario CA
- Etiwanda Avenue/Country Village Road Truck Restriction Ordinance EIR | Jurupa Valley CA
- UC Berkeley Long-Range Development Plan EIR | Berkeley CA
- Whitmore Villa 66-Unit Residential Project IS/MND | Monterey Park CA
- San Rafael General Plan 2040 and Downtown EIR | San Rafael CA

PRIOR EXPERIENCE

- Crowe Creek State Revolving Fund Project | Fairfield IA
- Baku Tbilisi Cheyhan Pipeline | Republic of Georgia
- Crescent New Gas Processing Plant | United Arab Emirates
- Mitigation of NGL Plants Flares and RAG Utilization Project | Qatar
- Dorood Project Onshore Facilities | Iran
- Expansion and Development of the Harweel Miscible Gas Injection Enhanced Oil Recovery Project | Oman
- Kashagan Field Development Project | Kazakhstan

PUBLICATIONS

- "Immerse in Your Watershed: Problem Based, Service Learning for Undergraduate Sustainability Education," The Journal of Sustainability Education, January 2017.
- "Potentiality of Wastewater Reclamation and Reuse in the Lebanon: A Case Study," Master's Thesis, American University of Beirut, Beirut, Lebanon, 2003.

AWARDS

- 2002 Abd El Aal Research Award for the Advancement of Water Resource Engineering Research



STEVE BUSH PE

Senior Engineer

Steve's eclectic skill set covers a wide range of technical services. He leads our risk assessment practice, providing air toxics/health risk, pipeline safety, railroad safety, and EMF risk analyses for development projects and schools. As a member of the CEQA team's hydrology and engineering group, Steve has completed hydrology, water supply assessment and utilities systems analyses for a variety of projects, including residential development, industrial warehousing, and schools projects. He coordinates regularly with public agencies regarding pipeline risk analyses, flooding impacts, and other safety hazards for the preparation of CEQA sections. He is proficient in different air quality modeling software such as CalEEMod, AERMOD, and HARP.

HIGHLIGHTS OF EXPERIENCE

Environmental and Health Risk Assessments

- Health Risk Assessment for Mexico Plaza Residences | Lynwood CA
- UC Berkeley LRDP Health Risk Assessment | Berkeley CA
- Dam Inundation Study for Plumas Lake HS | Wheatland CA
- Health Risk Assessment for CNG Fueling & Storage | Etiwanda CA
- Health Risk Assessment & Railroad Safety Study for Eastside Neighborhood School | Riverside CA
- Pipeline/Railroad/Health Risk Assessments for Lomita Park ES | Millbrae CA
- Los Angeles Unified School District EMF Guidance Revisions | Los Angeles CA
- Dam Inundation Study for Brownell Middle School | Gilroy CA
- Pipeline/EMF/Dam Inundation Studies for Blue Oak Academy | Visalia CA
- Health Risk Assessment for Geffen Academy at UCLA | Westwood CA
- Pipeline Safety Hazard Assessments for Jefferson School District | Tracy CA
- Aboveground Water Tank Safety Hazard Assessment for Helen Keller ES | Riverside CA
- Health Risk Assessment and Railroad Safety Study for Martin Luther King Jr Middle School | Hayward CA
- CNG and Propane Risk Assessment for Ramona Elementary School | Moreno Valley CA

Hydrology and Utilities

- Water Supply Assessment for Brea Mall Redevelopment Project | Brea CA
- Conceptual Hydrology Study for Eastside Neighborhood School | Riverside CA
- CEQA EIR Sections for City of San Rafael General Plan | San Rafael CA
- CEQA EIR Sections for City of Los Banos General Plan | Los Banos CA
- CEQA EIR Sections for City of Ontario General Plan | Ontario CA
- CEQA EIR Sections for Broadway Plaza | Redwood City CA
- Hydrology/FEMA Determination Study for New Elementary School | Gilroy CA

EDUCATION

- MS, Chemical Engineering, University of California, Los Angeles
- BS, Chemical Engineering, University of California, Santa Barbara CA

REGISTRATIONS

- State of California Professional Engineer No. 83997

AFFILIATIONS

- Air & Waste Management Association (AWMA)

Team member since 2007



STEVE BUSH
Senior Engineer
sbush@placeworks.com

Air Quality/GHG and CEQA

- 506 Brookside Drive Industrial Warehouse, Richmond CA
- 101 Halcyon Drive Industrial Warehouse | San Leandro CA
- Cupertino Village Hotel Project | Cupertino CA

Site Investigation

- Phase 1 ESA for Southeast Greenway Plan | Santa Rosa CA
- Environmental Oversight of Remedial Action Plan for LAUSD Central Region Elementary School No. 20 | Los Angeles CA
- Site Remediation for former Sargent Industries Property | Huntington Park CA
- Phase I Environmental Site Assessments for City Recreation and Parks | Los Angeles CA
- Fontana USD High School Site No. 5 | Fontana CA
- Phase I Environmental Site Assessment for City of San Rafael Fire Station 52, and 57 | San Rafael CA
- Phase I Environmental Site Assessment for City of San Rafael Public Safety Center | San Rafael CA
- High School No. 5 Alternate Sites EIR | Moreno Valley CA
- Citrus Heritage Middle School IS/MND | Riverside USD
- Crummer Site Subdivision EIR | Malibu CA

SPEAKING ENGAGEMENTS

- “Translating CBIA v. BAAQMD: Bridging the Gap Between the Holding and Practice,” 2017 AEP Conference, San Francisco, CA
- “Avoiding the Unequal Burdens of the Past: The Future Role of Environmental Justice in CEQA,” 2018 AEP Conference, Rancho Mirage, CA

PUBLICATIONS

- With J. Curren, S. Ha, M. Stenstrom, S. Lau, and I.H. Suffet, “Identification of subwatershed sources for chlorinated pesticides and polychlorinated biphenyls in the Ballona Creek watershed,” *Science of The Total Environment* 403, no. 13 (2011): 2525–33
- With M. Philibert, F. L. Rosario-Ortiz, and I. H. Suffet, “Advances in the characterization of the polarity of DOM under ambient water quality conditions using the polarity rapid assessment method,” *Water Science & Technology: Water Supply* 8, no. 6 (2008): 725–733

AWARDS

- Engineering Honor Society, Tau Beta Pi, 2002



Jason Pack, TE

Principal

EDUCATION

Bachelor of Science in Civil Engineering, University of California, Davis, 1999

REGISTRATIONS

Licensed Traffic Engineer, State of California (TR2402)

RECOGNITIONS

WTS Honorable Ray LaHood Award Winner (Man of the Year)
– Inland Empire Chapter (2023)

PRESENTATIONS

VMT Related Presentations:

- 2023 UCLA Land Use Law and Policy Conference
- 2022 National APA
- 2022 Western ITE
- 2022 CEAC Public Works Officers Institute
- 2022 SBCOG City/County Conference
- 2019 California APA
- 2019 CSU Facilities Conference

Future of Transportation Presentations:

- 2018 SBCTA City/County Conference
- 2017 WRCOG Planning Conference

Parking Presentations:

- 2018 OC Planning Directors Conference
- 2015 OC Planning Directors Conference
- 2011 SCAG Toolbox Tuesday

Emergency Evacuation Assessment – 2022 National APA Conference

Multi-Modal Levels of Service – ULI SCIC

Innovative Interchange Designs – District 8 Professional Liaison Committee Meeting, 2011

Roundabout Operations and Feasibility – ASCE national webinar series, 2011 through 2018

Process of Signal Coordination – ASCE national webinar series, 2011 through 2016

ABOUT

Jason D. Pack, P.E., is a Principal with Fehr & Peers located in Southern California. He is actively involved in a wide variety of project work but also finds time to lead the firm's research and development efforts in Emergency Evacuation assessment. Jason has an extensive background in travel demand forecasting, traffic operations assessment (including micro-simulation assessment), VMT analysis, big data analysis, transit ridership forecasting, and transportation impact studies involving NEPA and CEQA. His focus is to utilize his experience and the technical resources of the company to help clients answer their toughest questions related to mobility.

His recent work has included forecasting and operations assessment for large infrastructure improvements, developing recommendations for SB 743 implementation (California's new requirements to consider VMT as an impact metric under CEQA), assisting agencies with establishing VMT banks/exchanges, emergency evacuation assessment to respond to new legislative requirements (SB 99 and AB 747) and development of innovative transportation policies to assist City's advancing transportation into the future.

PROJECT EXPERIENCE

CEQA/NEPA Assessment

Jason has completed transportation assessments for over 150 projects in support of CEQA or NEPA documentation. These include impact assessment to support negative declarations, transportation sections for EIRs, and transportation sections for EISs or joint EIR/EISs.

Jason has actively been involved in assisting jurisdictions with SB 743 implementation. Example projects are noted below:

- SBCTA SB 743 Countywide VMT SB 743 Implementation Phase I, CA
- SBCTA SB 743 Countywide VMT SB 743 Implementation Phase II (VMT mitigation bank/exchange program), CA

- WRCOG VMT SB 743 Implementation Study, CA
- North Orange County Collaborative VMT SB 743 Implementation Study/Guidelines, CA
- CSU SB 743 Guidelines, CA
- County of San Bernardino Transportation Impact Study Guidelines, CA
- Corona SB 743 Implementation, CA
- Eastvale SB 743 Implementation, CA
- Moreno Valley SB 743 Implementation, CA
- Villages at Lakeview Traffic Impact Study, Riverside County, CA
- Riverside Housing Element Traffic Impact Study, CA

General Plans

Jason has worked on a wide variety of General Plans throughout the state of California, including:

- City of Rancho Cucamonga
- City of Palm Springs
- City of Indio
- City of Moreno Valley
- City of Carlsbad
- City of Redlands
- City of Corona
- City of Montclair
- City of Westminster
- County of San Bernardino
- City of Fountain Valley
- City of San Marcos
- City of Chico
- City of Saratoga
- City of Rancho Cordova

Most of these projects included Complete Street elements, extensive travel demand forecasting, and some level of multi-modal transportation assessment.

Specific Plans/Master Plans/Corridor Plans

Jason has completed assessment for more than 20 specific plans, master plans, and corridor plans. Key projects are identified below:

- Beach Boulevard Corridor Specific Plan - Evaluated a land use plan along Beach Blvd in Anaheim including vehicle and multi-modal capacity assessment
- MAG High Capacity Transit Corridors Sustainability Study – Evaluating the benefits of providing transit oriented development along the high capacity transit corridors in the greater Phoenix area
- RTC of Southern Nevada High Capacity Transit Study – Evaluating the benefits of providing transit oriented development along the high capacity transit corridors in the Las Vegas area
- Long Beach Boulevard Corridor Specific Plan – Completing the transportation recommendations and

assessment for this corridor in the City of Long Beach including extensive multi-modal assessment

- Cal Poly Pomona Master Plan – Completed the transportation recommendations and assessment of the proposed University Master Plan
- Holt Boulevard Corridor Plan – Assessing the corridor in the City of Ontario to consider multi-modal opportunities along the corridor (including a Bus Rapid Transit application)
- Wine Country Community Plan – Assisted Riverside County in developing a travel demand forecasting model and evaluation of the plan for the Temecula Wine Country Area
- CollegeTown Specific Plan – Assessing redevelopment of the block south of the Cal State Fullerton Campus including the closure of Nutwood Avenue, application of a street car through the project, and mixed-use development on the site (including Hope International University, retail, housing, and other development opportunities)
- San Bernardino Bus Rapid Transit TOD Overlay Study – Assisting in developing transportation strategies in support of TOD along the SBx BRT system

Interchange and Corridor Studies

Jason has completed the Traffic Report for numerous transportation infrastructure studies throughout California. The most notable of these studies are described below:

- San Bernardino County Transportation Authority (SBCTA), I-15 Express Lanes PS&E, San Bernardino County, CA.
- Riverside County Transportation Commission (RCTC), I-15 Express Lanes Southern Extension (ELPSE) PA&ED, Riverside County, CA.
- I-15 Corridor Operations Project (COP) PA&ED, Corona, CA
- I-15 Interim Corridor Operations Project (ICOP) PA&ED, Corona, CA
- I-10 Truck Climbing Lane PA&ED and PS&E, Yucaipa, CA
- I-10 Mt. Vernon PA&ED, Colton, CA
- SR-60 Archibald PSR/PDS, PA&ED, PS&E Ontario, CA
- I-10/Alabama PSR/PDS and PA&ED, Redlands, CA
- I-15 Central (SR-74) PA&ED and PS&E, Lake Elsinore, CA
- I-15 Main Street Electrical Support, Lake Elsinore, CA
- I-15 Nichols PSR/PDS, Lake Elsinore, CA
- I-15 Franklin PS&E and environmental revalidation, Lake Elsinore, CA
- SR-210 Victoria PA&ED, Highland, CA
- I-10 Wildwood PSR and PA&ED, Yucaipa, CA
- I-10 Cherry Valley PA&ED, Calimesa, CA
- I-10 Pennsylvania DEER Support, Beaumont, CA
- I-10 Highland Springs PA&ED, Beaumont, CA
- I-10 Monroe PSR/PDS and PA&ED, Indio, CA
- I-10 Jackson PSR/PDS and PA&ED, Indio, CA
- SR-60 Rubidoux PSR/PDS, Jurupa Valley, CA



Paul Herrmann, TE

Senior Associate

EDUCATION

BS, Civil Engineering, California Polytechnic State University, Pomona, CA (2011)

REGISTRATIONS

Licensed Traffic Engineer, CA (TR2797)

PRESENTATIONS

Is Evacuation Planning Giving CPR to LOS in CEQA?, APA California, 2023

SB 743 in OC, City Engineers Association of Orange County (CEAOC), 2020

SB 743 in Riverside & San Bernardino, Institute of Transportation Engineers Riverside/San Bernardino Chapter (RSBITE), 2020

Preparing For A Post VMT World Apocalypse, Association of Environmental Professionals (AEP) Conference, 2020

EXPERTISE

CEQA Transportation Impact Analysis

Travel Demand Modeling and VMT Forecasting

Long Range Development Plans

Parking and Circulation Studies

Emergency Evacuation Analysis

ABOUT

Mr. Herrmann is a Project Manager and Office Leader in the Fehr & Peers Orange County and Inland Empire Office. He has fourteen years of experience in traffic engineering and

transportation planning. He has led a wide variety of projects including traffic studies, infrastructure projects, travel demand forecasting, parking and circulation studies, and long-range development plans. Mr. Herrmann is an expert in SB 743 Implementation and VMT Analysis for CEQA projects. Mr. Herrmann is also an active member in the Fehr & Peers SB 743, Evacuation Planning and Safety Working Groups which hold weekly discussions on evolving industry best practices. He is also an active member in Fehr & Peers' Parking and Land Use in Transportation Discipline Group.

PROJECT EXPERIENCE

CEQA/NEPA Assessment

Paul has completed transportation assessments for over 100 projects in support of CEQA or NEPA documentation. These include impact assessment to support negative declarations, transportation sections for EIRs, and transportation sections for EISs or joint EIR/EISs.

Significant environmental transportation impact assessments that Paul has led are noted below:

- Chapman Corridor Plan, Placentia, CA
- CollegeTown Specific Plan & EIR, Fullerton, CA
- Ontario Ranch Sports Park Specific Plan TIA & EIR, Ontario, CA
- Fairview Development Center Specific Plan TIA & EIR, Costa Mesa, CA
- Villages at Lakeview TIA & EIR, Riverside County, CA
- Riverside Housing Element Traffic Impact Study, CA
- Ontario Airport Cargo Facility EIR, Ontario, CA
- Classic Club (Northstar) Specific Plan & Acrisure Arena Amendment TIA & VMT Assessment, Palm Desert, CA
- Classic Club Specific Plan Addendum, Palm Desert, CA
- Beach Boulevard Corridor Plan Traffic Study and EIR, Anaheim, CA
- Subarea 29 Residential Project Subsequent EIR, Ontario, CA
- Etiwanda Heights Neighborhood and Conservation Plan/EIR, Rancho Cucamonga, CA
- City of Anaheim Beach Boulevard Corridor Plan Traffic Study and EIR, Anaheim, CA
- Gateway at Grand Terrace Specific Plan EIR, Grand Terrace, CA

- Section 31 Specific Plan EIR, Rancho Mirage, CA,
- Crossings Specific Plan Traffic Study & EIR, Fountain Valley, CA.
- Long Beach Blvd Specific Plan, Long Beach, CA
- South East Area Specific Plan, Long Beach, CA

Paul has actively been involved in assisting jurisdictions with SB 743 implementation and writing City's Transportation Impact Study Guidelines. Example projects are noted below:

- Anaheim SB 743 Implementation and TIA Guidelines
- Santa Ana SB 743 Implementation and TIA Guidelines
- Aliso Viejo SB 743 Implementation and TIA Guidelines
- Fountain Valley SB 743 Implementation and TIA Guidelines
- Corona SB 743 Implementation and TIA Guidelines
- Eastvale SB 743 Implementation and TIA Guidelines
- Moreno Valley SB 743 Implementation & Impact Fee Feasibility Study
- Ontario SB 743 Update and TIA Guidelines, CA
- Hemet SB 743 Implementation and TIA Guidelines

Emergency Evacuation Planning

Paul has managed several emergency evacuation assessments consistent with AB 747, AB 1409, and SB 99. For all the projects noted below, Fehr & Peers would meet with City Staff and local fire department and police department representatives to identify critical emergency scenarios to study. We utilized information available in the local travel demand models to assist in estimating evacuating populations (residents, employees, students) and evacuation route capacity to estimate evacuation travel times. Example projects are noted below:

- General Plan Update Evacuation Assessments:
 - Moreno Valley, CA
 - Lake Elsinore, CA
 - Chino, CA
- Safety Element Update Evacuation Assessment:
 - Richmond, CA
 - Lafayette, CA
- Housing Element Update Evacuation Assessment:
 - Calabasas, CA
- Local Hazard Mitigation Plan Evacuation Assessment
 - Ontario, CA
- Evacuation Assessment Peer Reviews:
 - Hills Preserve Residential, Anaheim, CA

General Plans

Paul has worked on a wide variety of General Plans throughout the state of California, including development of the Circulation Element and preparation of the transportation impact analysis, for the following cities:

- City of Ontario
- City of Chino

- City of Lake Elsinore
- City of Moreno Valley
- City of Redlands
- City of Corona
- County of San Bernardino
- City of Fountain Valley
- City of Diamond Bar
- City of Los Alamitos
- City of Anaheim
- SGVCOG Cities
 - Pomona
 - Diamond Bar
 - Monterey Park

Parking Studies

Paul has completed numerous parking assessments. Key studies are identified below:

- Agua Caliente Band of Cahuilla Indians Casino Studies in Palm Springs, Cathedral City and Rancho Mirage, CA
- 100 E. Ocean Boulevard Hotel Project, Parking, Traffic & TDM Study, Long Beach, CA
- Downtown Fullerton Parking Study, Fullerton, CA
- Cotino Story Living By Disney Shared Parking Study, Rancho Mirage, CA

On-Call Consulting Services

Paul serves as an on-call consultant for several cities and agencies for traffic engineering and planning services. Key active on-call contracts are noted below.

- City of Eastvale Traffic Engineering and Planning
- Cal Poly Pomona Transportation Design and Planning Services
- City of Santa Ana CEQA Peer Review
- City of Corona Transportation Study Peer Review
- City of Menifee CEQA Peer Review
- City of Anaheim Public Works and Community Development
- City of Diamond Bar TIA & CEQA Peer Review
- City of Fontana TIA & CEQA Peer Review



IAN ADAM MESM, CPSWQ, QSD

VP, Specialty Practices
Irvine, CA

Ian is Vice President, Specialty Practices and Fuscoe's Stormwater Management team leader. His specialty is water resources, with an emphasis in water quality regulations, sea-level rise policy, Clean Water Act Citizen Suits and resource agency negotiation. Since joining Fuscoe in 2001, Ian has served as an effective leader and technical resource for numerous projects and clients. Ian has worked on over 80 General Plan Updates and Specific Plans throughout California to assist municipalities and developers with infrastructure assessments, zoning approvals, EIR technical support and long term capital improvement planning.

For the past decade, Ian's experience with local and regional professional thoroughbred stabling operations has led to him to become an expert on CAFO NPDES permitting, including the negotiation of unique individual permits with the top management levels of all three Southern California Regional Water Quality Control Boards (San Diego, Santa Ana and Los Angeles). This expertise also includes providing assistance with the resolution of multiple third party lawsuits against commercial stabling operators.

Ian has also worked extensively in the California Coastal Zone, processing Coastal Development Permits, addressing Sea-Level Rise technically and politically, and working in partnership with Coastal Staff on individual projects, Specific Plans and Local Coastal Programs. Through this experience, Ian is uniquely trained to address complex drainage and water quality projects for both public and private clients, especially those needing site-specific solutions, multi-phased schedules and high-level regional board involvement. For the past two years, Ian has been assisting local municipalities and counties on regional stormwater improvement projects, including both feasibility and final design.

Ian enjoys the continuing pursuit of leadership development and is highly motivated by helping team members evolve into independent thinkers and leaders themselves. Ian's notable long-term clients include: City of Anaheim, Del Mar Fairgrounds, Orange County Fairgrounds, Los Angeles Turf Club and Del Mar Thoroughbred Club.

EDUCATION:

- › Master of Environmental Science and Management
Donald Bren School of Environmental Science and
Management University of California, Santa Barbara
- › BS, Science - Ecology and Systematic Biology
California Polytechnic State University, San Luis Obispo

REGISTRATIONS/CERTIFICATIONS:

- › Certified Professional in Stormwater Quality
- › QSD/QSP Certified

AFFILIATIONS:

- › BIA/Southern California
- › National Association of Environmental Professionals
- › Urban Land Institute
- › U.S. Green Building Council

*Fuscoe Team Member Since 2001
Fuscoe Principal Since 2011*

PROJECT HIGHLIGHTS:

- › City of Long Beach Southeast Area Specific Plan, Long Beach, CA
- › City of Santa Ana General Plan Update, Santa Ana, CA
- › Freeway Corridor Specific Plan, Yucaipa, CA
- › Arrowhead Highway Mixed Use District Specific Plan, Montclair, CA



SUSAN WILLIAMS, PE, MS, QSD/P

Technical Manager

Susan has 25+ years of experience in the civil engineering field of water resources for land development and public works. She is a very conscientious and responsible Technical Manager who acts as a central design team leader. Susan is highly proficient in designing the layout of project drainage facilities using applicable design standards, agency processing requirements and client expectations. Her specialties include drainage design (hydrology, hydraulics, stormwater) and preparation of H&H reports (including Drainage Reports, SWDR, WQMP, SWPPP, SUSMP) and construction plans (PS&E). She also has expertise in sewer and water design as well as preparation of hydraulic calculations, report and construction plans. Susan ensures quality of design and implements new ideas through communication, teamwork, supervision, participation, plan reviews and training/coaching/mentoring of junior staff.

Susan has provided services for a wide range of projects including mixed use developments, affordable housing, retail/commercial, master planned communities and various parks. More recently, Sue has been overseeing a team of engineers perform infrastructure assessments and CEQA technical reports for various specific plans and general plan updates. She has worked with clients such as Irvine Company Apartment Communities, Brookfield Residential, Sares-Regis Group, Alliance Residential, Lyon Living, KB Home, Costco Wholesale, Cities of Irvine, Anaheim, Brea and Newport Beach, among others.

EDUCATION:

- › MS, Civil Engineering, California State University, Long Beach
- › BS, Civil Engineering, California State University, Long Beach

REGISTRATIONS/CERTIFICATIONS:

- › PE CA#52976
- › QSP/D CA #20169
- › Coastal Engineering Certificate, Old Dominion University, VA

AFFILIATIONS:

- › American Society of Civil Engineers (ASCE)

PROJECT HIGHLIGHTS:

- › Artesia Downtown Specific Plan & EIR
- › Costa Mesa Fairview Specific Plan & EIR
- › South Bristol Specific Plan & EIR

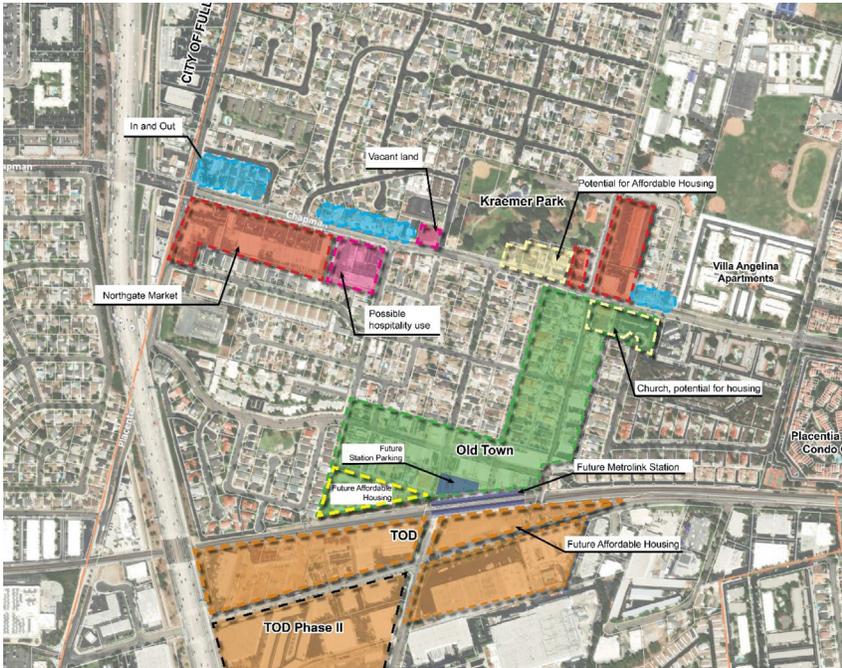
Fuscoe Team Member Since 2013





CHAPMAN CORRIDOR REVITALIZATION

Cohesive and Integrated Corridor Development



PlaceWorks will tailor development standards and design guidelines for Chapman Avenue and the immediate neighborhood. By implementing new mixed-use General Plan land use designations, the corridor will allow for an integrated land use pattern that encourages multimodal travel, walkability, mixed-use development, mid-density residential, public/private open space opportunities, and high-quality urban design that incentivizes redevelopment.

The goal is to encourage a network of cohesive development that revitalizes the corridor, provides a path to the Old Town and Packing House Districts, and anchors the westerly city boundary with the City's Civic Center. PlaceWorks is leading community outreach and preparation of this plan, which is expected to be completed in July.

Location

Placentia, California

Size

1 mile

Client

City of Placentia

Date Completed

In progress

Services Provided

Community Participation, Transit Planning & Design, Corridor Planning, Graphic Design

FAIRVIEW DEVELOPMENTAL CENTER

Specific Plan and EIR



Vision Board – Night 2

In September of 2023, the City of Costa Mesa initiated the preparation of a Specific Plan and Environmental Impact Report to coordinate and facilitate transition of the Fairview Developmental Center (FDC) to a mixed use, mixed income housing community. The FDC is a State-owned property and the State Department of Developmental Services, State Department of General Services, and the City of Costa Mesa will partner on future disposition of the site.

The City’s 6th Cycle Housing Element lists the FDC as a housing opportunity site and estimates 2,300 housing units for the location. Through this process the State will likely sell or lease the FDC site to an owner/developer who would develop the site consistent with the Specific Plan. The FDC Housing Plan is an exciting opportunity for the City to plan for a new neighborhood for Costa Mesa.

Location

Costa Mesa, California

Size

114 acres

Client

City of Costa Mesa

Date Completed

In Progress

Services Provided

Community Visioning and Engagement, Specific Plan, Market Feasibility, Existing Conditions Analysis, Environmental Impact Report and Technical Studies



BEACH BOULEVARD CORRIDOR

A Specific Plan and EIR for The Heart of West Anaheim



The Beach Boulevard Specific Plan is the result of a focused and comprehensive effort involving the City of Anaheim and the West Anaheim Community. This plan guides future development along a 1.5-mile stretch of Beach Boulevard between the cities of Buena Park and Stanton. Supported by modern development standards, economic and sustainable community development incentives, and capital improvements, the plan holistically addresses the future of Beach Boulevard—the heart of West Anaheim.

Though designated a “high quality transit corridor,” Beach Boulevard still functions primarily for motor vehicles, and nonmotorized modes such as walking and biking are not well integrated. The intent of the plan is to create a new regulatory environment, land use plan, development incentives, and streetscape enhancements to improve conditions along the boulevard and attract economic investment to the area.

The plan’s vision and guiding principles were created with the community and reflect the themes that emerged throughout the process. Public involvement included in-person and online components. The project was approved by a unanimous city council vote in November 2018.

Location

Anaheim, California

Size

1.5 miles

Client

City of Anaheim

Date Completed

November 2018

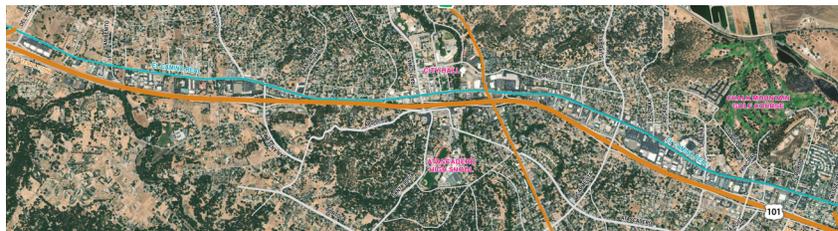
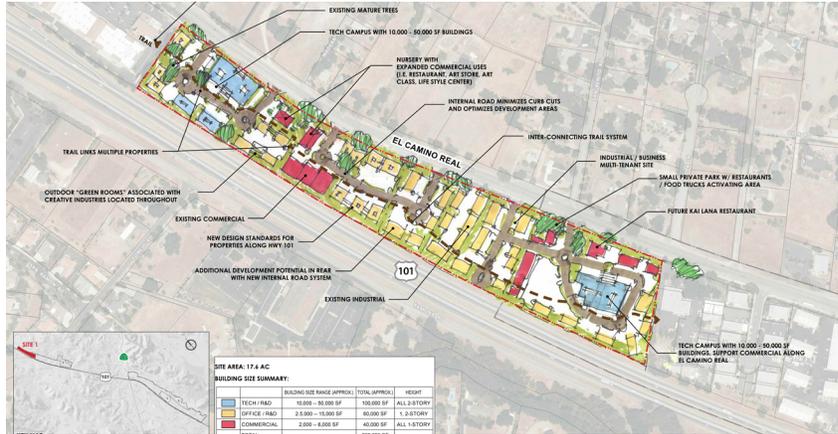
Services Provided

Specific Plan, Community Outreach, EIR



THE EL CAMINO PLAN

Creating a Regional Identity



El Camino Real is the gateway to Atascadero’s downtown. The look, feel, and content of this five-mile corridor has a significant bearing on the city’s regional identity, local character, and economic health. Although it has great potential to be a vibrant downtown for shopping, dining, and small businesses, it has been slow to recover from the Great Recession. With high vacancies and nondescript buildings, it currently struggles to compete with nearby Paso Robles and other commercial areas.

PlaceWorks developed the El Camino Plan, whose goal is to identify future land uses and guide urban design concepts with circulation improvements. This project will set a new course for El Camino Real with a combination of strategic public realm investments and incentives for new development. We have provided the city with a custom strategy and set of tools to transform this automobile-oriented, regional corridor into a multimodal economic hub.

Elements of the corridor plan include the formation of new districts; modernization of zoning regulations; dynamic site design concepts for key areas; contemporary architectural style guidelines that also honor local history; streetscape design; and bicycle and pedestrian improvements to address safety concerns. The plan also includes strategies for business attraction, retention, and investment.

Location

Atascadero, California

Size

5 linear miles

Client

City of Atascadero

Date Completed

2020

Services Provided

Market Demand Analysis, Community Workshops, Online Surveys, Urban Design and Mobility Analysis, Alternative Land Use and District Concepts, Mobility Improvement Recommendations, Land Use and Architecture Recommendation, Streetscape Design



HARBOR MIXED-USE TRANSIT CORRIDOR

Creating a Place for People



PlaceWorks helped the City of Santa Ana evaluate zoning designations along transit corridors throughout Santa Ana to expand land use options and establish an urban fabric that takes advantage of transportation improvements. A combination of vacant and underutilized land, bus rapid transit investments, future fixed guideway facilities, and desirable freeway and regional access make Harbor Boulevard an ideal candidate for reinvestment and new development opportunities.

PlaceWorks subsequently developed the Harbor Corridor Plan and laid the foundation for a more livable corridor through form-based zoning that allows new housing and mixed-use development opportunities, the safe integration of cars, buses, bicycles, and pedestrians along a six-lane roadway, and design guidelines that create a stronger identity for the residents and businesses.

PlaceWorks conducted an extensive three-year outreach program consisting of over 20 public meetings, including an idea fair and bus tour, neighborhood meetings, focus groups with property/business owners and developers, a joint workshop with the Circulation Element Update, and three study sessions with the Planning Commission. After adoption, the plan immediately drew interest from multiple developers for new residential and mixed-use projects.

Location

Santa Ana, California

Size

2 linear miles

Client

Southern California Association of Governments and the City of Santa Ana

Date Completed

October 2014

Services Provided

Land Use/Corridor Planning, BRT/TOD Station Planning, Public Outreach, Form-Based Zoning, Specific Plan Development, Market Analysis, Infrastructure Analysis, Implementation and Financing, EIR

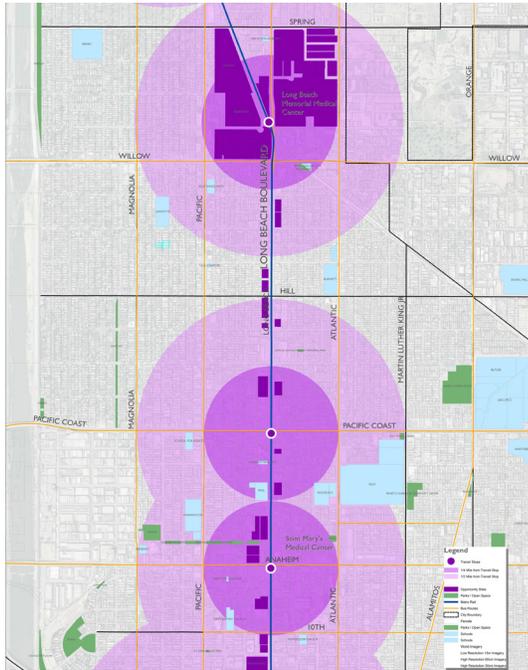
Awards

2015 Comprehensive Planning, APACA & APACA-OC



MIDTOWN CORRIDOR SPECIFIC PLAN & EIR

Improving Life on the Boulevard



Long Beach Boulevard suffered from a lack of development interests and mobility problems along the corridor and in the surrounding community. Despite years of transit investments and the adoption of a planned development district (PD 29) for mixed-use and high-density development, the corridor continued to falter. The city selected a team, including PlaceWorks, to create the Midtown Specific Plan to stimulate private and public improvements and development in an area without the benefit of redevelopment powers.

The specific plan establishes an equitable balance between mobility modes—car, light rail, bus, bike, and pedestrian—and uses a hybrid form-based / zoning approach, incentive programs, park-once-and-walk strategies, and urban/streetscape design to achieve city and community goals for this key corridor.

The specific plan divides the boulevard into four districts: transit nodes, corridors, medical district, and open space. Density and major mobility improvements are planned for the transit node districts surrounding each of the three Metro Blue Line stations in the area. The plan implements many of the goals, policies, and strategies in the city’s general plan mobility element. Most notably, the open space district of the specific plan proposes 11 new parklets, which cap side streets to create mini parks and provide much needed active and passive

Location

Long Beach, California

Size

2.5-mile corridor / 369 acres

Client

City of Long Beach

Date Completed

Specific Plan Adopted and EIR Certified 2016

Services Provided

Specific Plan, Form-Based Coding, EIR, Outreach, Technical Studies for AQ/ GHG, and Health Risk Assessment

Awards

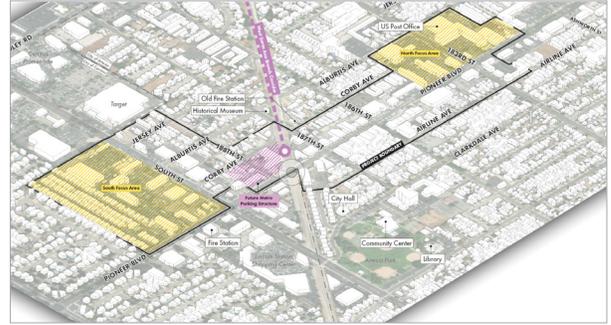
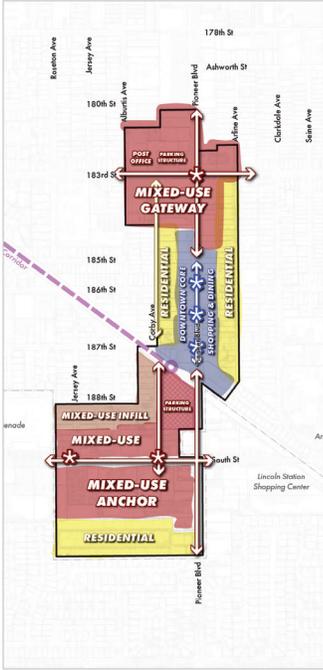
2017 Sustainability Award: Integrated Planning, SCAG

2017 Outstanding Planning Document Award, California AEP



ARTESIA DOWNTOWN SPECIFIC PLAN AND EIR

Preparing for the Future Rail Line



North Focus Area Preferred Concept



The City of Artesia kicked off creation of the [Artesia Downtown Specific Plan](#) in May 2023 with a completion goal of early 2025, anticipating the new Southeast Gateway Metro Rail line connecting Artesia with Los Angeles Union Station. Funded by Metro Transit Oriented Communities grants, the Downtown Specific Plan will dictate the scale of future development growth and opportunity in Artesia’s downtown district and curate community gathering spaces, enhance pedestrian and bicyclist experience, and create new housing opportunities.

Just under 100 acres in total area, the Specific Plan anticipates between 1,000 and 2,000 new residential units in various urban development types, fulfilling a significant portion of the city’s housing element obligations. Additionally, the plan imagines possibilities for a downtown-serving parking structure and civic uses through a P3 public-private partnership.

Location
Artesia, California

Size
100 acres

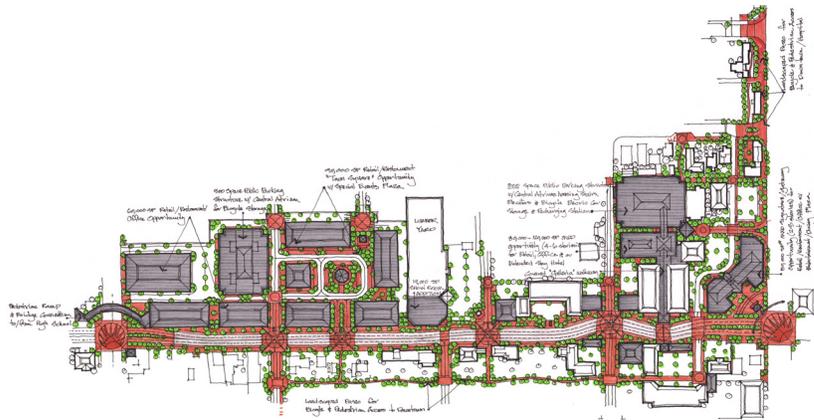
Client
City of Artesia

Date Completed
In Progress

Services Provided
Community Outreach, Urban Design, Zoning Code, Specific Plan, Environmental Impact Report

LOS ALAMITOS COMMERCIAL CORRIDORS PLAN

Reclaiming our Corridors



As Southern California grew during the 1950s and 60s, two corridors—Katella Avenue and Los Alamitos Boulevard—widened to serve the growing automobile traffic. Katella served primarily as a major inter- and intracounty east–west transportation corridor, and Los Alamitos Boulevard provided key north–south connections to and from Interstates 405 and 605. Today, these two corridors combine to produce an intersection that processes up to 123,000 automobiles per day. The corridors continue to serve as auto-oriented arterials and, despite hosting nearly all of the City’s commercial development, offer few central nodes or gathering places for the residents, students, and workers of Los Alamitos.

The Katella and Los Alamitos corridors have the bones of great corridors. Key civic, institutional, and commercial anchors dot the corridors. The rights-of-way are wide enough to accommodate multiple modes of transportation while preserving efficient travel for the large volumes of traffic that use the corridors to access local destinations, adjacent cities, and nearby freeways. Additionally, other agencies are planning transportation investments that could influence the corridor study area.

PlaceWorks helped the City of Los Alamitos analyze its two most significant corridors and identify opportunities to capitalize on the forthcoming BRT routes and stations, stimulate new private investment and redevelopment, and create a new downtown for its residents. PlaceWorks generated roadway and streetscape designs to narrow the City’s primary north–south corridor to create a walkable and multimodal environment that can still efficiently convey auto traffic.

Location
Los Alamitos, California

Size
240 acres

Client
City of Los Alamitos

Date Completed
June 2010

Services Provided
Visioning, BRT and Circulation Planning, Economic Studies, Feasibility Analysis, Corridor Design and Planning, Commercial Design Guidelines





DOWNTOWN BELLFLOWER SPECIFIC PLAN

Creating a Thriving, Experience-Oriented Transit District



PlaceWorks developed the Downtown Bellflower Station Area Specific Plan to help the City achieve its goals for comprehensive and quality development in the targeted areas and combine the city's goals for the downtown area with the benefits of the West Santa Ana Branch Transit Corridor. The corridor will connect to a wide range of destinations in Los Angeles and Orange counties and create opportunities for the city to reintroduce Bellflower as a thriving, experience-oriented district.

This groundbreaking specific plan will create synergy between uses along the transit line, encouraging a thriving and well-rounded regional economy. A market analysis revealed that Downtown Bellflower has potential as an experience-oriented destination that prioritizes walkability and comfort for shopping, dining, recreation, and entertainment. By modernizing and consolidating outdated zoning codes and permitted uses, the specific plan will better balance land uses and encourage development throughout the study area, particularly in areas that have struggled to see successful development in the past. Its goals are to attract a range of new development, encourage multimodal transportation, and improve access to employment centers.

PlaceWorks also conducted a parking management study that summarizes existing parking inventory, evaluates long-term trends, and makes recommendations for planning and managing parking for the area.

Location

Bellflower, California

Size

400 acres

Client

City of Bellflower

Date Completed

October 2019

Services Provided

Specific Plan Preparation, Existing Conditions Report, Market Analysis, Parking Management Study, Land Use Plan, Design Guidelines, Development Standards, Mobility Plan, Community Outreach

Chapman Corridor Specific Plan

Placentia, CA, 2022-Present

Fehr & Peers provided corridor planning support and transportation impact analysis for CEQA purposes for the Chapman Corridor Specific Plan. Fehr & Peers prepared existing and potential roadway improvement cross sections on multiple segments along the Chapman Avenue corridor to evaluate potential changes. Fehr & Peers incorporated land use information, tested multiple future year buildouts, and prepared forecasts with the Orange County Transportation Analysis Model (OCTAM). The turning movement forecasts were tested in Vistro per the City's adopted LOS policy. Fehr & Peers assessed future intersection operations and identified improvements to address LOS deficiencies. Fehr & Peers also prepared a sensitivity analysis to develop a reduced intensity alternative that would result in no LOS deficiencies and would not require transportation infrastructure improvements.



North Orange County Collaborative SB 743 Implementation

Orange County, CA, 2019-2020

Fehr & Peers prepared strategies and tools for seven cities (**Placentia**, Fullerton, La Habra, Orange, Brea, Buena Park, and Yorba Linda) in Orange County to implement SB 743. We evaluated the travel demand model, developing baseline VMT data, and evaluating potential thresholds and mitigation measures and programs. We developed an interactive spreadsheet tool that will enable users to assess VMT project-specific impacts and VMT reduction measures. We prepared draft significance criteria and identified up to 8 projects throughout the County to “test” through the significance criteria. We also prepared updated Traffic Impact Analysis Guidelines for each city.

NOCC+



North Orange County Collaborative VMT Traffic Study Screening Tool

Project Information

Project Name: Opening Year:

Parcel Number (OCTAM TAZ#419):

Screening Criteria for Orange

Is the project location in a Transit Priority Area?

Is the project location in a low VMT generating zone?

Is the Project one of these land use types?
 (show land use types)

Does the project generate fewer than 110 daily trips?
 (enter project land use in the section below)

The Project does not meet screening criteria. Please Continue

Project Land Use Information

| | | Unit |
|-----------------------------------|-------------------------------------|-------------------|
| Residential : Single Family Homes | <input type="text" value="0"/> | Dwelling Units |
| Residential : MultiFamily Homes | <input type="text" value="300"/> | Dwelling Units |
| Office | <input type="text" value="30.000"/> | 1,000 Sqaure Feet |
| Retail | <input type="text" value="22.000"/> | 1,000 Sqaure Feet |
| Industrial | <input type="text" value="0.000"/> | 1,000 Sqaure Feet |
| Private School | <input type="text" value="0"/> | Students |
| University | <input type="text" value="0"/> | Students |
| Entertainment | <input type="text" value="0.000"/> | 1,000 Sqaure Feet |
| Hotel | <input type="text" value="0"/> | Rooms |

Project Trips and VMT Information

VMT Methodology:

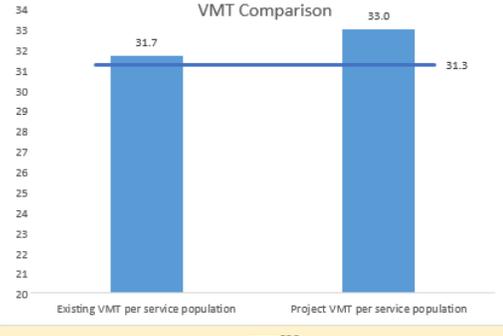
Daily Trips: 3772 Average Trip Length: 8.1 Service Population: 921

VMT per service population:

Project VMT Thresholds Comparison

- OPR Guidance (15% Below Existing)
- GHG Reduction Targets (14.3% Below Existing)
- Below Existing
- Better than General Plan Buildout

VMT Comparison



| Category | Value |
|-------------------------------------|-------|
| Existing VMT per service population | 31.7 |
| Project VMT per service population | 33.0 |
| GPB Threshold | 31.3 |

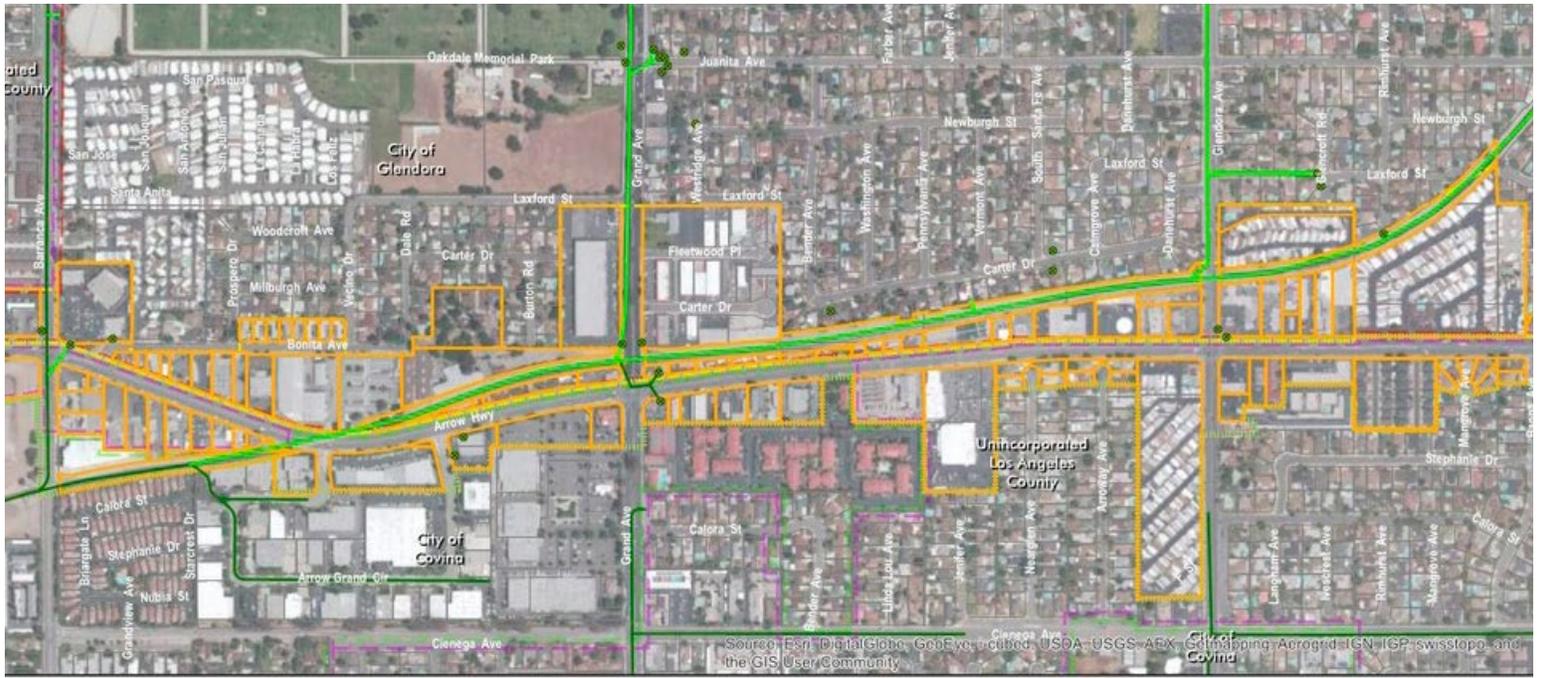


CollegeTown Specific Plan & EIR

Fullerton, CA, 2011-2016

The CollegeTown Specific Plan EIR proposes to create a downtown-style marketplace in the area between Nutwood, Chapman, State College, and State Route 57 (SR 57). The redevelopment project will include residential, retail, improved pedestrian facilities and connections, enhanced streetscapes and storefronts, and will be connected to CSUF by pedestrian-friendly modifications along Nutwood Avenue. The project is being contemplated as a joint planning effort by the City of Fullerton, Cal State Fullerton, and Hope International University. During Stage 1, Fehr & Peers assisted in transportation assessment of the plan area, refining the on-site transportation amenities and services, preparing a shared parking analysis, an evaluation of the future transit service in the study area, and an overall strategy for the plan area. During Stage 2, we completed the transportation impact assessment for the EIR.





ARROW HWY CORRIDOR SPECIFIC PLAN & EIR

Glendora, CA | MIG, Inc.

The City of Glendora's primary goal for the Arrow Highway Corridor Specific Plan is to transform and revitalize the Arrow Highway Corridor area within the city of Glendora and unincorporated Los Angeles County with a variety of land uses in an attractive environment that provides overall economic redevelopment and improved livability within the city. In order to help the City of Glendora achieve this goal, Fuscoe provided significant technical resources to ensure the proposed land uses are supported by appropriate infrastructure upgrades and services. In addition to the technical analyses, Fuscoe also provided EIR support to help the City obtain all necessary entitlements.

CONTACT & STATUS

Lisa Brownfield, Director of Planning Services, 626.744.9872
Completed





LONG BEACH SOUTHEAST AREA SPECIFIC PLAN

Long Beach, CA | Placeworks for City of Long Beach

This project entailed preparation of land use updates for a 1,500-acre portion of East Long Beach as well as a Specific Plan, a Program EIR and an amendment to the City's Local Coastal Program (LCP) and the Southeast Area Development and Improvement Plan (SEADIP) zoning district. Located south of CSU Long Beach, the area provides marina access to Alamitos Bay and is host to regional bikeway connections along the San Gabriel River, which provides ocean access. SEADIP is the last area of Long Beach that is not entirely built out and is characterized by undeveloped Los Cerritos wetlands parcels in varying degrees of degradation and several large underutilized properties, particularly along Pacific Coast Hwy. Fuscoe participated in conducting community outreach, following State grant protocols to identify the community's key infrastructure concerns. The overall project encompassed refining and implementing the perspectives of multiple stakeholder groups, including property owners, businesses, residents and wetlands preservationists. This significant undertaking offered a unique opportunity to produce a land use and development code that creatively balanced responsible development with resource preservation. The final Specific Plan included customized land uses and development standards; identified locations for future development potential; expanded multi-modal transportation options; and incorporated proactive strategies to preserve wetlands and measures to maintain valuable natural resources.

CONTACT & STATUS

Karen Gulley, Placeworks 714.966.9220

Christopher Koontz, City of Long Beach 562.570.6288

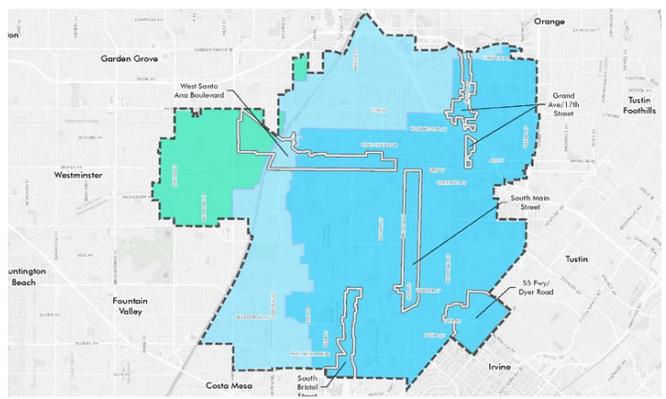
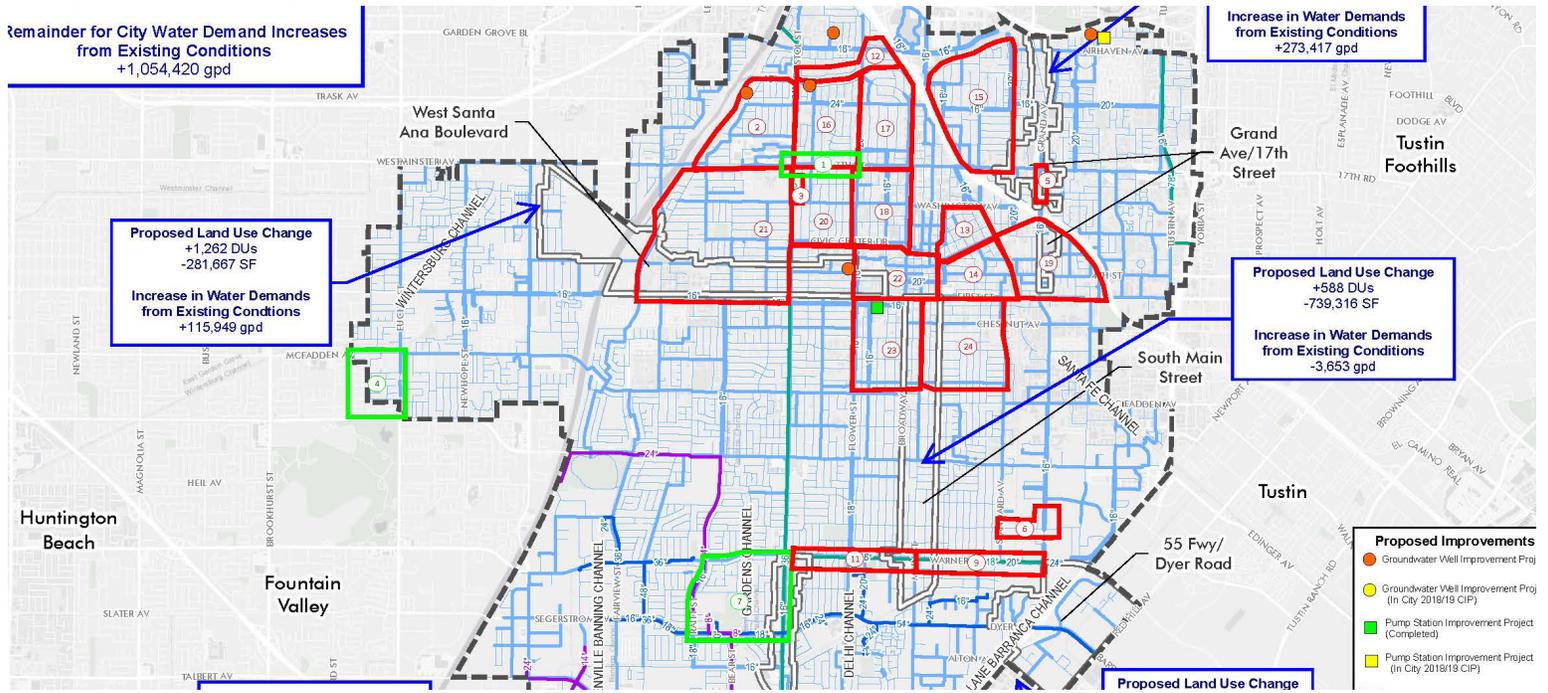
Completed 2017

AWARDS

City of Long Beach Southeast Area Specific Plan

2021 Hard-Won Victories Award, APA Los Angeles Planning Awards

2021 Outstanding Planning Award, AEP Los Angeles Awards



CITY OF SANTA ANA GENERAL PLAN UPDATE

Santa Ana, CA | Placeworks for City of Santa Ana

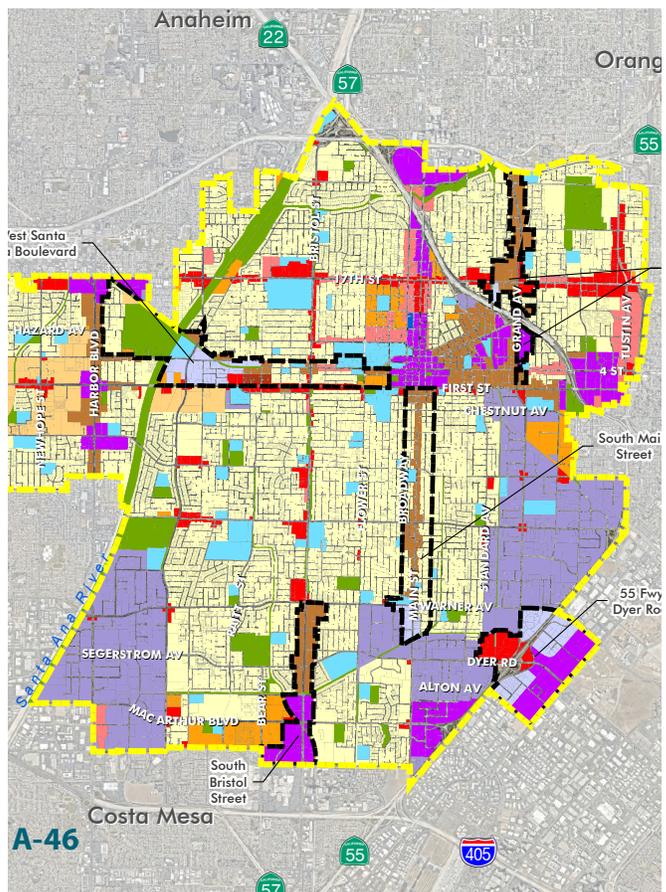
The City of Santa Ana required assistance with evaluation of its key infrastructure, including drainage, sewer, water and water quality, for consistency with the City's General Plan update, as well as help in identifying opportunities for sustainability and water conservation.

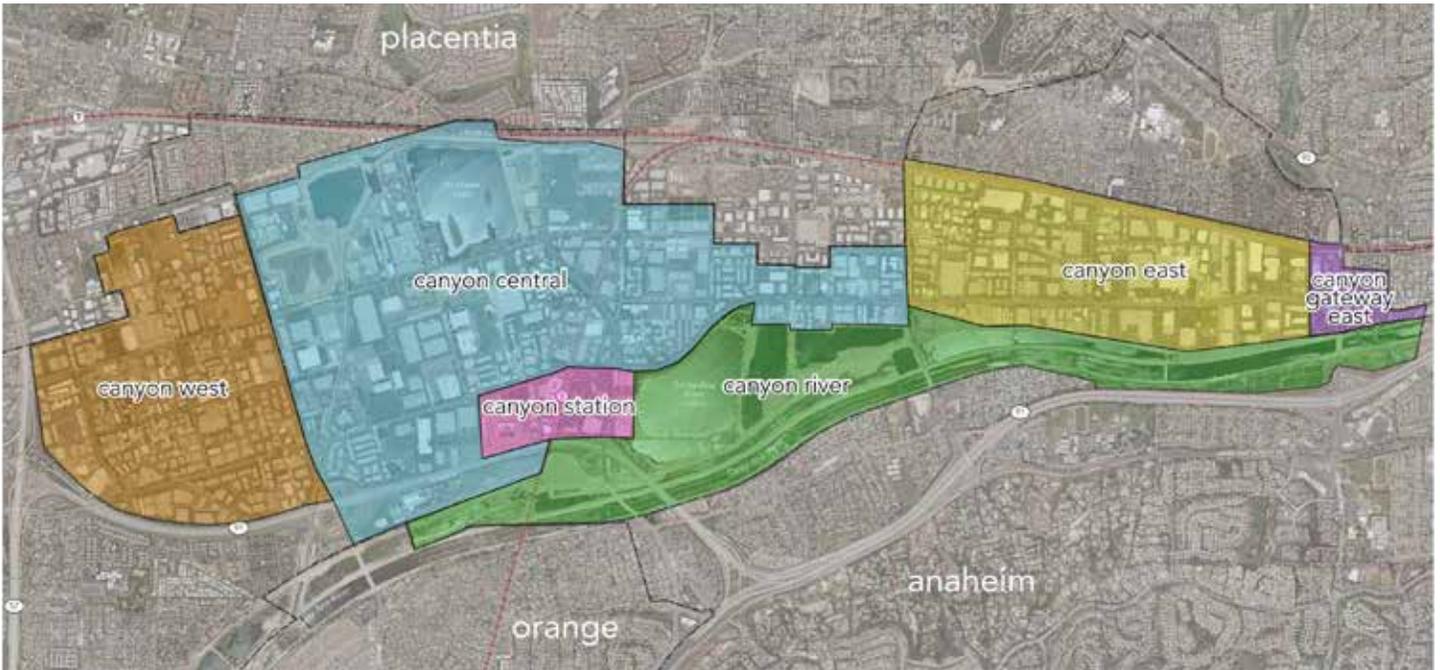
As a subconsultant to PlaceWorks, Fuscoe Engineering's stormwater management team provided these services

- Hydrology, Water Quality & Infrastructure Assessment
- Potable Water & Sanitary Sewer Infrastructure Assessment
- General Plan Update Technical Report FA Revisions

CONTACT & STATUS

Kathy Swigert, 714.966.9220
Completed February 2022





specific plans subareas ▲

ANAHEIM CANYON SPECIFIC URBAN GREENING PLAN

LOCATION Anaheim, CA | CLIENT MIG, Inc. for City of Anaheim

The Anaheim Canyon Specific/Urban Greening Plan was prepared to create an economic development strategy for this 3,000-acre, industrial-zoned district. Working closely with City staff and award-winning planners, MIG, Inc., Fuscoe investigated area-wide circulation and infrastructure, stormwater management and operational aspects, such as solid waste handling and recycling. This research, along with several stakeholder group outreach sessions, led to the new Specific Plan/Urban Greening Plan, featuring:

- ✓ Side streets designated and enhanced for bicycles/pedestrians, leaving arterials maximized for vehicles
- ✓ Creative “neighborhood-level” stormwater management basins, relieving properties of expensive, area consuming compliance BMPs
- ✓ Alternative standards to consider for LID buildout of sites
- ✓ Green Street concepts aimed at stormwater cleansing, enhanced pedestrian experiences and environmental performance

The project was funded by a Sustainable Communities Planning Grant and has become a cornerstone for a city-wide “Urban Greening” plan.

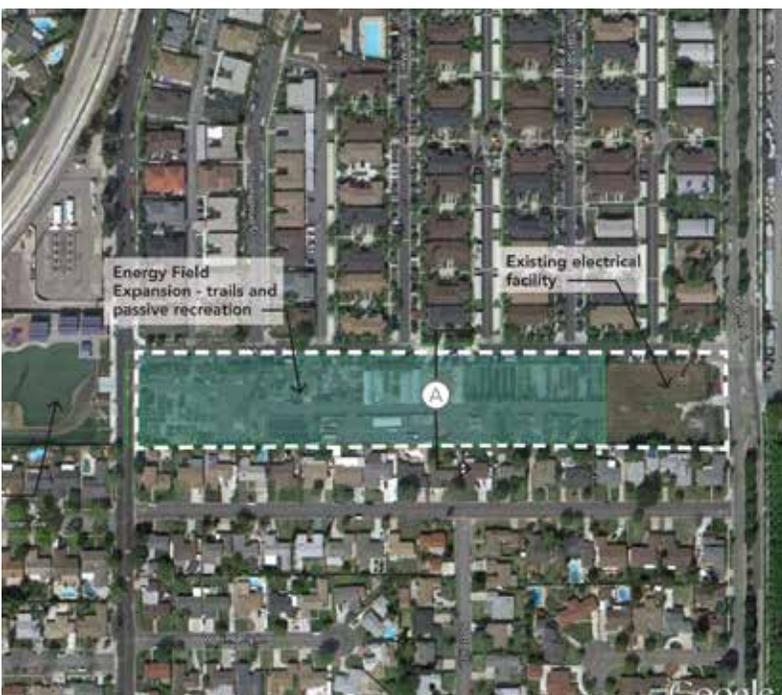
STATUS Completed

CONTACT Pamela Galera, City of Anaheim | 714.765.4463

AWARDS APA California Orange Section, 2017 Comprehensive Planning Award



along the santa ana river, within the specific plan ▲ detail of proposed stormwater treatment areas ▼





aerial of beach boulevard, anaheim ▲ existing and proposed land use exhibit ▼

BEACH BOULEVARD SPECIFIC PLAN

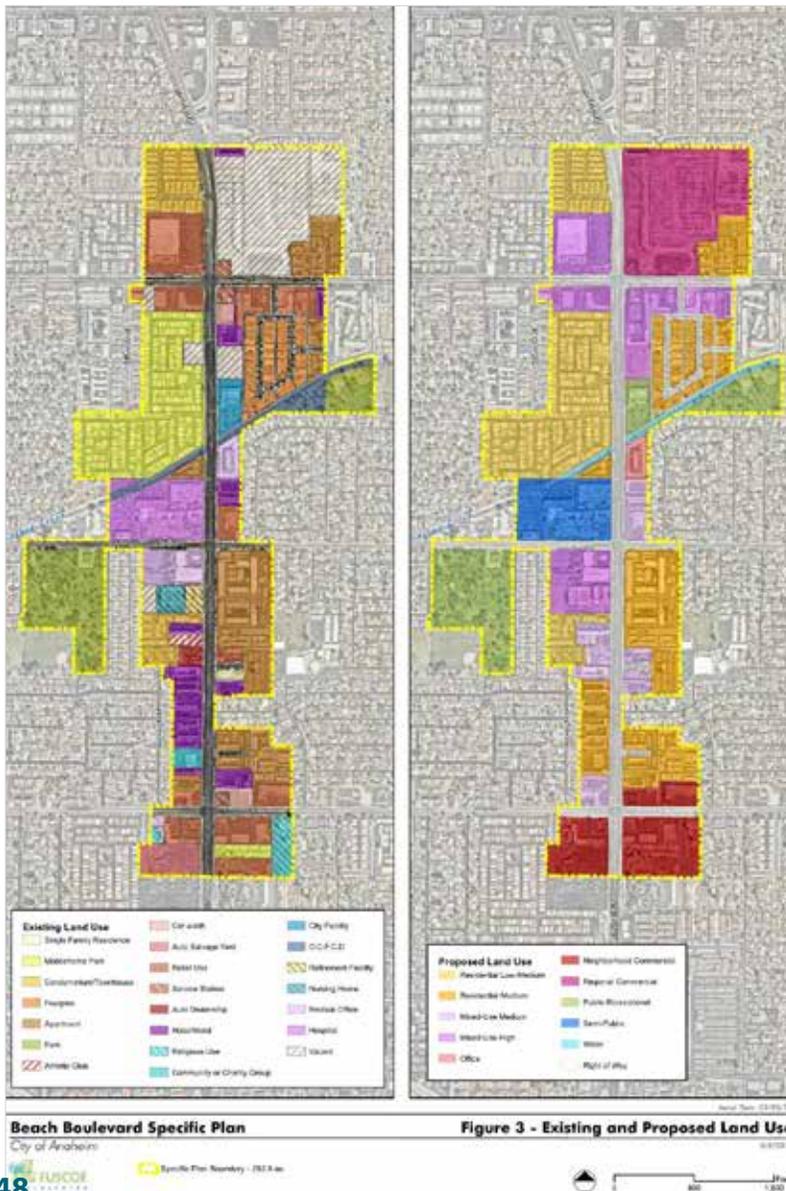
LOCATION Anaheim, CA | CLIENT Placeworks

The Beach Boulevard Specific Plan covers approximately 283 acres along a 1.5-mile portion of Beach Boulevard-State Route 39 in Anaheim. The Specific Plan is a guide for the revitalization of the Beach Boulevard corridor and outlines future development/redevelopment within the corridor for new residential, retail, community gatherings, open space and other productive uses.

In coordination with Placeworks and the City of Anaheim, Fuscoe Engineering, Inc (FEI) evaluated the existing infrastructure systems, including drainage, water, sewer and regional infiltration BMPs as well as capacity assessments to determine the ability of existing systems to serve the proposed land uses. The analysis involved working closely with several departments within the City, including Public Works for drainage, water quality and sewer, and the Water Department for the water distribution system. FEI identified potential impacts to the proposed land uses and various ways to improve the infrastructure to match future demands on the system. FEI also helped identify sustainable objectives for the Specific Plan, including water conservation and reuse, and helped Placeworks develop a defensible EIR. All of the findings were assimilated into a technical infrastructure report to support the EIR and Specific Plan.

STATUS Completed October 2018

CONTACT Keith Linker, City of Anaheim | 714.765.4141
William Halligan (now at Harris & Assoc.) | 949.655.3900



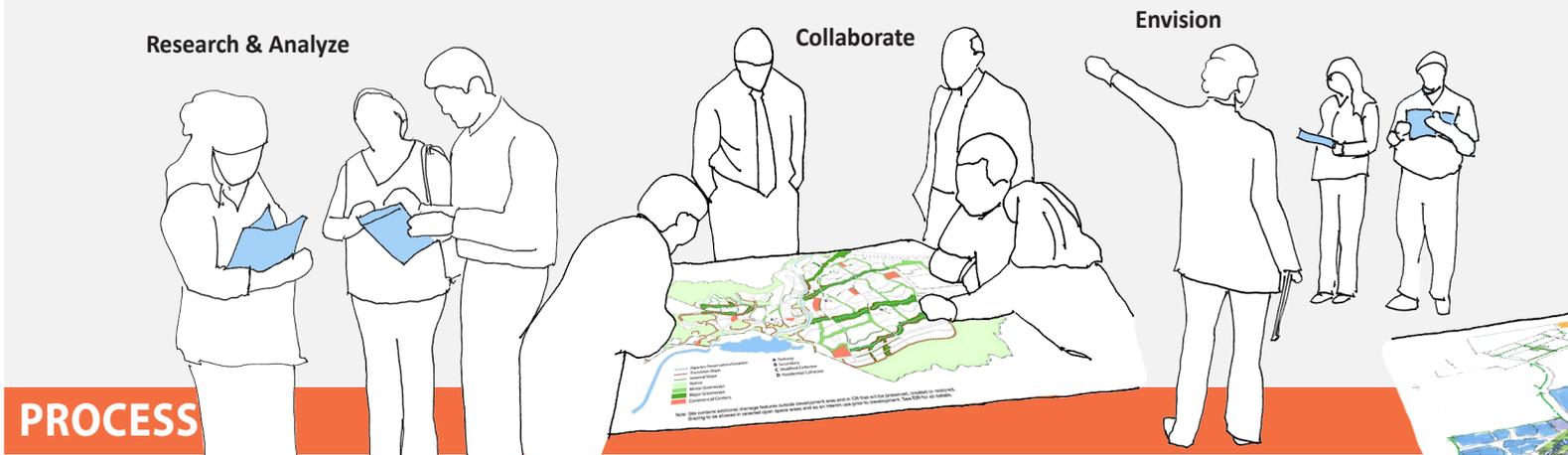
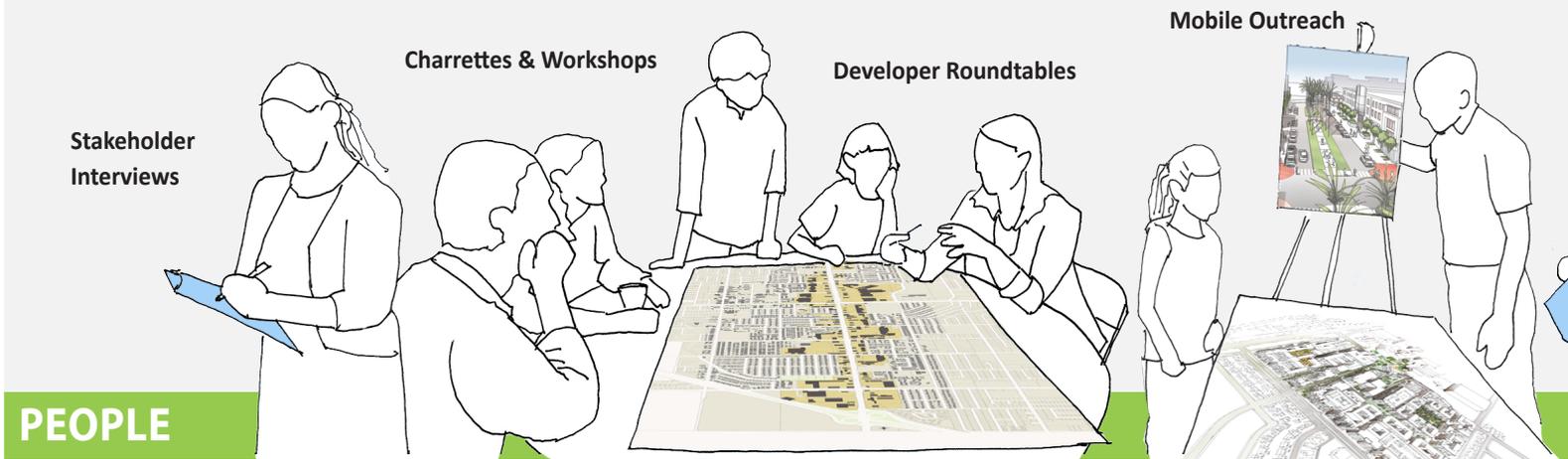
PlaceWorks' Proposed Agreement Changes

City of Placentia

Proposed Agreement Changes

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 **to the extent** arising out of or in any way connected with the **negligent** performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all **negligent** 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 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.

PLACEWORKS TEAM PROCESS



PEOPLE

The PlaceWorks Team believes in collaboration and community engagement every step of the way—from the assessment of current conditions and needs, to exploration of opportunities for the future, to confirmation of preferred visions, development plans, and implementation strategies and codes.

The PlaceWorks Team works through multiple methods to include as many people as possible.

Local Stakeholders



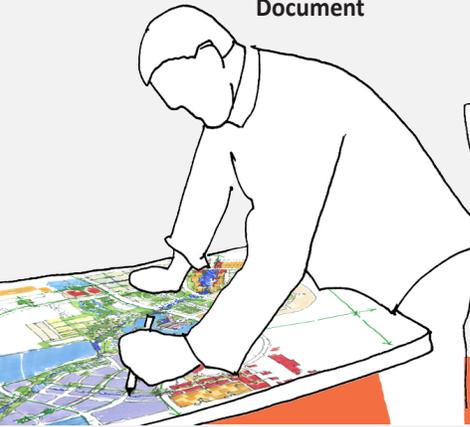
Websites, Social Media



Open Houses & Public Hearings



Document



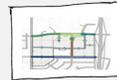
Review & Strategize



Present



- Plans
- Maps/Diagrams
- Graphics/Illustrations
- Tables/Charts
- Performance Evaluations



The Plan

Environmental Clearance Document



PROCESS

The PlaceWorks Team is effective at completing projects on time and under budget.

We establish clear procedures and protocols to ensure that the work and the program address objectives and expected outcomes and coordinates with concurrent client initiatives.

PRODUCT

The PlaceWorks Team is dedicated to providing clients with reliable and effective products. This means that for deliverable work products we will provide the Client with electronic files for publications.



PlaceWorks - Santa Ana

3 MacArthur Place, Suite 1100, Santa Ana, CA 92707
714.966.9220

Additional Offices

Los Angeles | Inland Empire | Central Coast | Bay Area | Sacramento

placeworks.com





PLACEWORKS

COSTS: Placentia SP-5 Corridor Plan and Specific Plan Update

CITY OF PLACENTIA • DUE JULY 5, 2024 (SUBMITTED JULY 3, 2024)





Kimberly Ave
PLACENTIA

Kimberly Ave

PLACENTIA CORPORATE CENTER
HENRY SCHEIN
Urgent Care

PLACENTIA
TIDEHARK
(949) 561-1900
LACEY HORTON GARDNER





COSTS: Placentia SP-5 Corridor Plan and Specific Plan Update



SUBMITTED TO:

CITY OF PLACENTIA

Department of Development Services
Joseph Lambert
Director of Development Services
401 East Chapman Avenue
Placentia CA 92870
714.993.8124 | jlambert@placentia.org

SUBMITTED BY:

PLACEWORKS

Karen Gulley
Managing Principal, Design
3 MacArthur Place, Suite 1100
Santa Ana CA 92707
714.966.9220 | kgulley@placeworks.com

WITH:

FEHR & PEERS FUSCOE ENGINEERING

DUE JULY 5, 2024 (SUBMITTED JULY 3, 2024)

[PLACEWORKS.COM](https://www.placeworks.com)

OTV

Overland Outfitters

OFF-ROAD

TIRES
WHEELS
LIFTS

OVERLAND

APPROPRISE
OFF-ROAD

MOTO

OFF-ROAD



COSTS

July 3, 2024

Joe Lambert, Director of Development Services
CITY OF PLACENTIA
Department of Development Services
401 East Chapman Avenue
Placentia, CA 92870

Subject: COSTS for the SP-5 Corridor Plan, Specific Plan Update and associated CEQA Review

Dear Mr. Lambert:

The cost information for the SP-5 Corridor Plan, Specific Plan, and associated environmental review are provided in this separate file per RFP instructions. Assumptions, fee schedules, and our detailed budgets are provided on the following pages.

We are happy to work with the City to talk through the options and find the best fit for what you would like to accomplish through this effort.

This proposal shall remain valid for 180 days from the date of submittal. As a Principal, Karen Gulley is authorized to bind the team to the contents of this submittal and to negotiate contracts on behalf of PlaceWorks.

Please contact either of us at 714.966.9220 or via email with any questions.

We look forward to your response.

Respectfully submitted,

PLACEWORKS



Suzanne Schwab AICP | Associate Principal
x2323 | sschwab@placeworks.com



Karen Gulley | Managing Principal, Design
x2347 | kgulley@placeworks.com



COST AND PRICE



Jack
in the box®





COST AND PRICE

Assumptions

This cost estimate assumes:

- A 23-month schedule.
- Approximately 4% rate increases averaged into the bill rate for 2025-2026.
- Two options for approaching CEQA, Option A for an Addendum and Option B for a Subsequent EIR; only one option to be selected. We are happy to work with the city to talk through the options and find the best fit for what the City would like to accomplish through this effort.
- The Market Analysis and several technical studies have been included as an optional task that could be omitted to make the project more cost effective.

Our team's fee schedules are shown on the following pages. The breakdown of our overall cost proposal including projected hours and percentage of each team member's time for both CEQA options are detailed after that.

Our estimated budgets including each task and reimbursable costs but excluding optional tasks, are \$304,107 (CEQA Option A) and \$439,435 (CEQA Option B).



Fee Schedules

PlaceWorks – 2024 Fee Schedule

| Staff Level | Hourly Bill Rate |
|---|------------------|
| Principal | \$210–\$335 |
| Associate Principal | \$195–\$275 |
| Senior Associate II | \$170–\$260 |
| Senior Associate I | \$160–\$220 |
| Associate II | \$135–\$190 |
| Associate I | \$125–\$175 |
| Project Planner | \$105–\$165 |
| Planner | \$90–\$145 |
| Graphics Specialist | \$90–\$155 |
| Administrator | \$145–\$235 |
| Clerical/Word Processing/Technical Editor | \$45–\$155 |
| Intern | \$80–\$115 |

Subconsultants are billed at cost plus 10%. Mileage reimbursement is at the standard IRS-approved rate. Possible yearly increase of 5% on bill rates.

2024_StdFeeSch_01-09-24

FEHR & PEERS

2023-2024

(July 2023 through June 2024)

Hourly Billing Rates

| Classification | Hourly Rate |
|-------------------------------|---------------------|
| Principal | \$250.00 - \$395.00 |
| Senior Associate | \$215.00 - \$310.00 |
| Associate | \$185.00 - \$275.00 |
| Senior Engineer/Planner | \$160.00 - \$235.00 |
| Engineer/Planner | \$135.00 - \$185.00 |
| Senior Engineering Technician | \$150.00 - \$225.00 |
| Senior Project Accountant | \$170.00 - \$210.00 |
| Senior Project Coordinator | \$130.00 - \$190.00 |
| Project Coordinator | \$115.00 - \$175.00 |
| Technician | \$130.00 - \$170.00 |
| Intern | \$100.00 - \$135.00 |

- *Other Direct Costs / Reimbursable expenses are invoiced at cost plus 10% for handling.*
- *Personal auto mileage is reimbursed at the then current IRS approved rate (65.5 cents per mile as of Jan 2023).*
- *Voice & Data Communications (Telephone, fax, computer, e-mail, etc.) are invoiced at cost as a percentage of project labor.*

Fehr & Peers reserves the right to change these rates at any time with or without advance notice.



2023-2024 RATE SCHEDULE

| CLASSIFICATION | HOURLY RATE |
|--|-------------|
| President / Vice President / Principal / Sr. Project Manager / Dir. Of Geospatial / Certified Photogrammetrist | \$260 |
| Project Manager / Technical Manager / Sr. Land Surveyor | \$229 |
| Assoc. Project Manager / Sr. Engineer / Sr. Designer / Sr. Stormwater Engineer/ Specialist | \$208 |
| AT/Cloud Registration Specialist / Land Surveyor / Engineer II / Designer II | \$190 |
| Engineer I / Designer I / Project Scientist / GIS Analyst | \$184 |
| Sr. Survey Analyst / Sr. Mapping Analyst | \$175 |
| GIS Coordinator / Data Scientist | \$165 |
| Assoc. Engineer / Stormwater Engineer / Stormwater Tech. / Plan Processor | \$152 |
| Geospatial Specialist / Survey Analyst / Mapping Analyst | \$150 |
| Stormwater Inspector | \$130 |
| 3D Artist / Survey Technician | \$125 |
| Image Technician | \$110 |
| Information Coordinator | \$105 |
| 1-Man Survey Crew | \$217 |
| 2-Man Survey Crew | \$340 |
| 3-Man Survey Crew | \$433 |

1. Reproduction and other reimbursable expenses (such as overnight deliveries, mileage, permits, and licenses, etc.) and Client approved subcontractor services will be billed in addition to the above rates with a 10% handling surcharge.
2. This rate schedule is subject to change on an annual basis due to the granting of wage increases and/or other employer benefits to field or office employees during the lifetime of this agreement and Client approved change orders.
3. Overtime is available for critical deadlines at 1-1/2 times the normal rates for office employees. Surveyors' rates are also adjusted automatically for overtime or holiday/weekend work in agreement with the Operating Engineers Union.

Client Initials _____

Effective through August 31, 2024

The PlaceWorks Team
SP-5 Corridor Plan & Specific Plan Update with CEQA Compliance
COST PROPOSAL - CEQA Addendum Option A

| Title | PLACEWORKS | | | | | | | | | | | | | | | | | Place-Works Hours | Place-Works 2% Office Expenses | PLACE-WORKS TOTAL | SUBCONSULTANTS | | 10% Subconsultant Markup | SUBCONSULTANT TOTAL | TOTAL TASK BUDGET | |
|---|---|---|--|--|---|--|---|--|---|--|---|--|--|---|---|---|-----------------------------------|-------------------|--------------------------------|-------------------|---|----------------|--------------------------|---------------------|-------------------|----------|
| | GULLEY Managing Principal, Role: <i>Principal-in-Charge</i> Hourly Rate: \$285 | SCHWAB Associate Principal Role: <i>Project Manager</i> Hourly Rate: \$245 | SO Associate Role: <i>Assistant Proj Mgr</i> Hourly Rate: \$175 | DIPIERRO Project Planner, Role: <i>GIS</i> Hourly Rate: \$150 | GUNNELLS Chief Economist Role: <i>Market Analystist</i> Hourly Rate: \$275 | DURAND Associate Principal Role: <i>CEQA Principal</i> Hourly Rate: \$260 | MROSLA Associate Role: <i>CEQA PM</i> Hourly Rate: \$190 | CASTRO Planner Role: <i>CEQA Planner</i> Hourly Rate: \$135 | VERMILION Principal, Tech Svcs Role: <i>Tech Svcs QA/QC</i> Hourly Rate: \$275 | SHIELDS Senior Associate Role: <i>Noise Lead</i> Hourly Rate: \$255 | CISNEROS Associate Role: <i>Noise</i> Hourly Rate: \$155 | PARKS Senior Associate Role: <i>AQ, GHG, Energy Lead</i> Hourly Rate: \$200 | EL CHAMMAS Senior Engineer Role: <i>Water Quality/Supply</i> Hourly Rate: \$235 | CEQA Graphics Role: <i>CEQA Graphics</i> Hourly Rate: \$115 | Technical Editing Role: <i>Technical Editing</i> Hourly Rate: \$150 | WP/ Clerical Role: <i>WP/ Clerical</i> Hourly Rate: \$135 | Fehr & Peers Mobility, Traffic | | | | Fuscoe Civil Engineering, Infrastructure | | | | | |
| TASK 1. Kick-off and Project Management | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 Kick-off Meeting/ Background Review & Goals | 4 | 6 | 12 | 8 | | | | | | | | | | | | | | | 30 | \$118 | \$6,028 | 2,000 | 0 | \$200 | \$2,200 | \$8,228 |
| 1.2 Existing Conditions Analysis (Story Map) | | 4 | 16 | 16 | | | | | | | | | | | | | | | 36 | \$124 | \$6,304 | 0 | 0 | \$0 | \$0 | \$6,304 |
| 1.3 Project Meetings and Communication | | 64 | 42 | | | | | | | | | | | | | | | | 106 | \$461 | \$23,491 | 0 | 0 | \$0 | \$0 | \$23,491 |
| TASK 1. SUBTOTAL | 4 | 74 | 70 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 172 | \$703 | \$35,823 | \$2,000 | \$0 | \$200 | \$2,200 | \$38,023 | |
| TASK 2. Community Engagement | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Community-wide Workshop(s) - 2 | 2 | 32 | 48 | 20 | | | | | | | | | | | | | | | 102 | \$396 | \$20,206 | 4,000 | 0 | \$400 | \$4,400 | \$24,606 |
| 2.2 Webpage and Other On-line Content | | 8 | 20 | | | | | | | | | | | | | | | | 28 | \$109 | \$5,569 | 0 | 0 | \$0 | \$0 | \$5,569 |
| TASK 2. SUBTOTAL | 2 | 40 | 68 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 130 | \$505 | \$25,775 | \$4,000 | \$0 | \$400 | \$4,400 | \$30,175 | |
| TASK 3. Identify & Prioritize Options/Develop the Plan | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 Site Testing | 2 | 4 | 20 | | | | | | | | | | | | | | | | 26 | \$101 | \$5,151 | 0 | 0 | \$0 | \$0 | \$5,151 |
| 3.2 Finalize Boundary | | 4 | 8 | 2 | | | | | | | | | | | | | | | 14 | \$54 | \$2,734 | 0 | 0 | \$0 | \$0 | \$2,734 |
| 3.3 Land Use Plan and Buildout Summary | 4 | 20 | 16 | 4 | | | | | | | | | | | | | | | 44 | \$189 | \$9,629 | 0 | 0 | \$0 | \$0 | \$9,629 |
| 3.4 Land Use Designations and Permitted Uses | 2 | 8 | 12 | | | | | | | | | | | | | | | | 22 | \$93 | \$4,723 | 0 | 0 | \$0 | \$0 | \$4,723 |
| 3.5 Update and Draft Development and Design Standards | 2 | 20 | 20 | | | | | | | | | | | | 2 | | | | 44 | \$185 | \$9,455 | 0 | 0 | \$0 | \$0 | \$9,455 |
| 3.6 Administrative Review Draft Plan | 2 | 8 | 24 | 10 | | | | | | | | | | | 4 | 2 | | | 50 | \$182 | \$9,282 | 18,000 | 0 | \$1,800 | \$19,800 | \$29,082 |
| 3.7 Hearing Draft/ Final Plan | 2 | 8 | 16 | 8 | | | | | | | | | | | 2 | 2 | | | 38 | \$142 | \$7,242 | 0 | 0 | \$0 | \$0 | \$7,242 |
| TASK 3. SUBTOTAL | 14 | 72 | 116 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | 4 | 238 | \$946 | \$48,216 | \$18,000 | \$0 | \$1,800 | \$19,800 | \$68,016 | | |
| TASK 4. Study Session and Public Hearing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 City Council Study Session | 2 | 8 | 8 | | | | | | | | | | | | | | | | 18 | \$79 | \$4,009 | 0 | 0 | \$0 | \$0 | \$4,009 |
| 4.2 City Council Adoption Hearing | 2 | 8 | 4 | | | | | | | | | | | | | | | | 14 | \$65 | \$3,295 | 0 | 0 | \$0 | \$0 | \$3,295 |
| TASK 4. SUBTOTAL | 4 | 16 | 12 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 32 | \$144 | \$7,304 | \$0 | \$0 | \$0 | \$0 | \$7,304 | |
| Optional Market Analysis | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Market Analysis | | | | | 68 | | | | | | | | | | 4 | 4 | | | 76 | \$397 | \$20,237 | | | | | \$20,237 |
| TASK 5. CEQA Review | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1A Project Initiation | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1.1 Project Initiation/Kick-Off Meeting | | | | | | 1 | 4 | | | | | | | | | | | | 5 | \$20 | \$1,040 | | | \$0 | \$0 | \$1,040 |
| 5.1.2 Project Description | | | | | | 4 | 8 | 20 | | | | | | | 8 | | | | 40 | \$124 | \$6,304 | | | \$0 | \$0 | \$6,304 |
| Task 5.1.A Subtotal | 0 | 0 | 0 | 0 | 0 | 5 | 12 | 20 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 0 | 45 | \$144 | \$7,344 | \$0 | \$0 | \$0 | \$0 | \$7,344 | |
| 5.2A Administrative Draft CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Administrative Draft | | | | | | 8 | 75 | 132 | | | | | | 4 | 16 | 4 | | | 239 | \$751 | \$38,301 | | | \$0 | \$0 | \$38,301 |
| Task 5.2.A Subtotal | 0 | 0 | 0 | 0 | 0 | 8 | 75 | 132 | 0 | 0 | 0 | 0 | 0 | 4 | 16 | 4 | 239 | \$751 | \$38,301 | \$0 | \$0 | \$0 | \$0 | \$38,301 | | |
| 5.3A Screencheck Draft of CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Screencheck Draft | | | | | | 1 | 12 | 16 | | | | | | 4 | | | | | 33 | \$103 | \$5,263 | | | \$0 | \$0 | \$5,263 |
| Task 5.3.A Subtotal | 0 | 0 | 0 | 0 | 0 | 1 | 12 | 16 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 0 | 33 | \$103 | \$5,263 | \$0 | \$0 | \$0 | \$0 | \$5,263 | | |
| 5.4A Public Draft CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.4.1 Prepare Printcheck Draft | | | | | | 4 | 8 | | | | | | | 4 | | 10 | | | 26 | \$87 | \$4,457 | | | \$0 | \$0 | \$4,457 |
| 5.4.2 Prepare Public Draft | | | | | | 2 | 5 | | | | | | | | | | | | 7 | \$29 | \$1,499 | | | \$0 | \$0 | \$1,499 |
| NOA, NOC, Summary Form and Filing (Not Applicable) | | | | | | | | | | | | | | | | | | | 0 | \$0 | \$0 | | | \$0 | \$0 | \$0 |
| NOA Distribution Support (50 mailings) (Not Applicable) | | | | | | | | | | | | | | | | | | | 0 | \$0 | \$0 | | | \$0 | \$0 | \$0 |
| Task 5.4.A Subtotal | 0 | 0 | 0 | 0 | 0 | 6 | 13 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 10 | 33 | \$117 | \$5,957 | \$0 | \$0 | \$0 | \$0 | \$5,957 | | |
| 5.5A Final CEQA Document (Not Applicable) | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.6A Approval Documents | | | | | | | | | | | | | | | | | | | | | | | | | | |
| MMRP | | | | | | 1 | 2 | 5 | | | | | | | | | | | 8 | \$26 | \$1,341 | | | \$0 | \$0 | \$1,341 |
| MMRP (2nd Draft) | | | | | | 1 | 2 | | | | | | | | | | | | 3 | \$13 | \$653 | | | \$0 | \$0 | \$653 |
| NOD | | | | | | 1 | 2 | | | | | | | | | | | | 3 | \$13 | \$653 | | | \$0 | \$0 | \$653 |
| NOD (2nd Draft) | | | | | | | 1 | | | | | | | | | | | | 1 | \$4 | \$194 | | | \$0 | \$0 | \$194 |
| Filing Coord/Time | | | | | | 1 | 4 | | | | | | | | | | | | 5 | \$20 | \$1,040 | | | \$0 | \$0 | \$1,040 |
| Task 5.6.A Subtotal | 0 | 0 | 0 | 0 | 0 | 4 | 11 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 20 | \$76 | \$3,881 | 0 | 0 | \$0 | \$0 | \$3,881 | |
| 5.7A Project Meetings, Management, and Coordination | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Project Meetings, Management, and Coordination (Assumption is 1hr/month for PIC and 4hrs/month for PM for 6 months) | | | | | | 4 | 24 | | | | | | | | | | | | 28 | \$112 | \$5,712 | | | \$0 | \$0 | \$5,712 |
| 6 Virtual Meetings | | | | | | 6 | 6 | | | | | | | | | | | | 12 | \$54 | \$2,754 | | | \$0 | \$0 | \$2,754 |
| Task 5.7.A Subtotal | 0 | 0 | 0 | 0 | 0 | 10 | 30 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 40 | \$166 | \$8,466 | 0 | 0 | \$0 | \$0 | \$8,466 | |

The PlaceWorks Team

SP-5 Corridor Plan & Specific Plan Update with CEQA Compliance

COST PROPOSAL - CEQA SEIR Option B

| Title | PLACEWORKS | | | | | | | | | | | | | | | | Place-Works Hours | Place-Works 2% Office Expenses | PLACE-WORKS TOTAL | SUBCONSULTANTS | | 10% Subconsultant Markup | SUBCONSULTANT TOTAL | TOTAL TASK BUDGET | | |
|---|---|--|---------------------------------------|---|--|---|-------------------------------------|-----------------------------------|--|---|--------------------------------|---|---|------------------|----------------------|-----------------|-------------------|--------------------------------|-------------------|-----------------------------------|---|--------------------------|---------------------|-------------------|----------|----------|
| | GULLEY Managing Principal, Design Principal-in-Charge | SCHWAB Associate Principal Project Manager | SO Associate Assistant Proj Mgr | DIPIERRO Project Planner, GIS GIS | GUNNELLS Chief Economist Market Analysis | DURAND Associate Principal CEQA Principal | MROSLA Associate CEQA Project | CASTRO Planner CEQA Planner | VERMILION Principal, Tech Svcs Tech Svcs QA/QC | SHIELDS Senior Associate Noise Lead | CISNEROS Associate Noise | PARKS Senior Associate AQ, GHG, Energy Lead | EL CHAMMAS Senior Engineer Water Quality/Supply | CEQA Graphics | Technical Editing | WP/ Clerical | | | | Fehr & Peers Mobility, Traffic | Fuscoe Civil Engineering, Infrastructure | | | | | |
| Hourly Rate: | \$285 | \$245 | \$175 | \$150 | \$275 | \$260 | \$190 | \$135 | \$275 | \$255 | \$155 | \$200 | \$235 | \$115 | \$150 | \$135 | | | | | | | | | | |
| TASK 1. Kick-off and Project Management | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1.1 Kick-off Meeting/ Background Review & Goals | 4 | 6 | 12 | 8 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | \$118 | \$6,028 | \$2,000 | 0 | \$200 | \$2,200 | \$8,228 | |
| 1.2 Existing Conditions Analysis (Story Map) | 0 | 4 | 16 | 16 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 36 | \$124 | \$6,304 | 0 | 0 | \$0 | \$0 | \$6,304 | |
| 1.3 Project Meetings and Communication | 8 | 48 | 32 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 88 | \$393 | \$20,033 | 0 | 0 | \$0 | \$0 | \$20,033 | |
| TASK 1. SUBTOTAL | 4 | 74 | 70 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 154 | \$635 | \$32,365 | \$2,000 | 0 | \$200 | \$2,200 | \$38,023 | | |
| TASK 2. Community Engagement | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2.1 Community-wide Workshop(s) - 2 | 2 | 32 | 48 | 20 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 102 | \$396 | \$20,206 | \$4,000 | 0 | \$400 | \$4,400 | \$24,606 | |
| 2.2 Webpage and Other On-line Content | 0 | 8 | 20 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 28 | \$109 | \$5,569 | 0 | 0 | \$0 | \$0 | \$5,569 | |
| TASK 2. SUBTOTAL | 2 | 40 | 68 | 20 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 130 | \$505 | \$25,775 | \$4,000 | \$0 | \$400 | \$4,400 | \$30,175 | | |
| TASK 3. Identify & Prioritize Options/Develop the Plan | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3.1 Site Testing | 2 | 4 | 20 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 26 | \$101 | \$5,151 | 0 | 0 | \$0 | \$0 | \$5,151 | |
| 3.2 Finalize Boundary | 0 | 4 | 8 | 2 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | \$54 | \$2,734 | 0 | 0 | \$0 | \$0 | \$2,734 | |
| 3.3 Land Use Plan and Buildout Summary | 4 | 20 | 16 | 4 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 44 | \$189 | \$9,629 | 0 | 0 | \$0 | \$0 | \$9,629 | |
| 3.4 Land Use Designations and Permitted Uses | 2 | 8 | 12 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 22 | \$93 | \$4,723 | 0 | 0 | \$0 | \$0 | \$4,723 | |
| 3.5 Update and Draft Development and Design Standards | 2 | 20 | 20 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 44 | \$185 | \$9,455 | 0 | 0 | \$0 | \$0 | \$9,455 | |
| 3.6 Administrative Review Draft Plan | 2 | 8 | 24 | 10 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 0 | 50 | \$182 | \$9,282 | 18,000 | 0 | \$1,800 | \$19,800 | \$29,082 | |
| 3.7 Hearing Draft/ Final Plan | 2 | 8 | 16 | 8 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 38 | \$142 | \$7,242 | 0 | 0 | \$0 | \$0 | \$7,242 | |
| TASK 3. SUBTOTAL | 14 | 72 | 116 | 24 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 238 | \$946 | \$48,216 | \$18,000 | \$0 | \$1,800 | \$19,800 | \$68,016 | | |
| TASK 4. Study Session and Public Hearing | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.1 City Council Study Session | 2 | 12 | 16 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | \$126 | \$6,436 | 0 | 0 | \$0 | \$0 | \$6,436 | |
| 4.2 City Council Adoption Hearing | 2 | 12 | 16 | 0 | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | \$126 | \$6,436 | 0 | 0 | \$0 | \$0 | \$6,436 | |
| TASK 4. SUBTOTAL | 4 | 24 | 32 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 60 | \$252 | \$12,872 | \$0 | \$0 | \$0 | \$0 | \$12,872 | | |
| OPTIONAL MARKET ASSESSMENT | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Market Assessment | | | | | | 68 | | | | | | | | | | | | 4 | 4 | 68 | \$397 | \$20,237 | | | | \$20,237 |
| TASK 5. CEQA Review | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1B Project Initiation | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1.1 Project Initiation/Kick-Off Meeting | | | | | | 1 | 4 | | | | | | | | | | | 5 | \$20 | \$1,040 | | | \$0 | \$0 | \$1,040 | |
| 5.1.2 Project Description | | | | | | 4 | 8 | 20 | | | | | | 8 | | | | 40 | \$124 | \$6,304 | | | \$0 | \$0 | \$6,304 | |
| Task 5.1.B Subtotal | 0 | 0 | 0 | 0 | 0 | 5 | 12 | 20 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 45 | \$144 | \$7,344 | \$0 | \$0 | \$0 | \$0 | \$7,344 | | |
| 5.2B Administrative Draft CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2.1 NOP (and filing) | | | | | | 1 | 6 | 8 | | | | | | 4 | 4 | | | 23 | \$71 | \$3,611 | | | \$0 | \$0 | \$3,611 | |
| NOP Distribution Coord. (50 mailings) | | | | | | | 4 | | | | | | | | | | | 4 | \$15 | \$775 | | | \$0 | \$0 | \$775 | |
| 5.2.2 Scoping Meeting (Attendance and Materials) | | | | | | 4 | 16 | 8 | | | | | | 4 | 4 | | | 36 | \$126 | \$6,426 | | | \$0 | \$0 | \$6,426 | |
| 5.2.3 Administrative Draft SEIR | | | | | | 24 | 166 | 316 | | | | | | 16 | 45 | | | 567 | \$1,781 | \$90,811 | | | \$0 | \$0 | \$90,811 | |
| Task 5.2.B Subtotal | 0 | 0 | 0 | 0 | 0 | 29 | 192 | 332 | 0 | 0 | 0 | 0 | 0 | 20 | 53 | 4 | 630 | \$1,993 | \$101,623 | \$0 | \$0 | \$0 | \$0 | \$101,623 | | |
| 5.3B Screencheck Draft of CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prepare Screencheck Draft | | | | | | 4 | 34 | 50 | | | | | | 8 | | | | 96 | \$303 | \$15,473 | | | \$0 | \$0 | \$15,473 | |
| Task 5.3.B Subtotal | 0 | 0 | 0 | 0 | 0 | 4 | 34 | 50 | 0 | 0 | 0 | 0 | 0 | 8 | 0 | 0 | 96 | \$303 | \$15,473 | \$0 | \$0 | \$0 | \$0 | \$15,473 | | |
| 5.4B Public Draft CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.4.1 Prepare Printcheck Draft | | | | | | 8 | 20 | | | | | | | 4 | | 16 | | 48 | \$170 | \$8,670 | | | \$0 | \$0 | \$8,670 | |
| 5.4.2 Prepare Public Draft | | | | | | 4 | 16 | | | | | | | | | | | 20 | \$82 | \$4,162 | | | \$0 | \$0 | \$4,162 | |
| NOA, NOC, Summary Form and Filing | | | | | | 1 | 4 | 8 | | | | | | | | | | 13 | \$42 | \$2,142 | | | \$0 | \$0 | \$2,142 | |
| NOA Distribution Support (50 mailings) | | | | | | | 4 | | | | | | | | | | | 4 | \$15 | \$775 | | | \$0 | \$0 | \$775 | |
| Task 5.4.B Subtotal | 0 | 0 | 0 | 0 | 0 | 13 | 44 | 8 | 0 | 0 | 0 | 0 | 0 | 4 | 0 | 16 | 85 | \$309 | \$15,749 | \$0 | \$0 | 0 | 0 | \$15,749 | | |
| 5.5B Final CEQA Document | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Admin Draft FEIR (10 Comment Letters) | | | | | | 8 | 16 | 20 | | | | | | 8 | 8 | 8 | | 68 | \$220 | \$11,240 | | | \$0 | \$0 | \$11,240 | |
| Printcheck Draft FEIR | | | | | | | 14 | | | | | | | | | | | 14 | \$53 | \$2,713 | | | \$0 | \$0 | \$2,713 | |
| Public Review Draft FEIR | | | | | | | 8 | | | | | | | | | | | 8 | \$30 | \$1,550 | | | \$0 | \$0 | \$1,550 | |
| Task 5.5.B Subtotal | 0 | 0 | 0 | 0 | 0 | 8 | 38 | 20 | 0 | 0 | 0 | 0 | 0 | 8 | 8 | 8 | 90 | \$303 | \$15,503 | \$0 | \$0 | \$0 | \$0 | \$15,503 | | |



PlaceWorks - Santa Ana

3 MacArthur Place, Suite 1100, Santa Ana, CA 92707
714.966.9220

Additional Offices

Los Angeles | Inland Empire | Central Coast | Bay Area | Sacramento

placeworks.com



EXHIBIT B

INSURANCE REQUIREMENTS

A. **Minimum Scope and Limits of Insurance**

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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. **Commercial General Liability Insurance**

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. **Business Automobile Liability Insurance**

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. **Workers' Compensation and Employer's Liability Insurance**

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' 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.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Professional Errors and Omissions ("E&O") Liability Insurance

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

5. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from

subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.
3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.
4. 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.
5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
6. 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.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.



ADDITIONAL REMARKS SCHEDULE

| | | | |
|--|------------------|---|--|
| AGENCY Marsh Risk & Insurance Services | | NAMED INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707 | |
| 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 Insurance

Errors & Omissions Retro Dates:
 7/1/99 - Planning Center, Inc.
 1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Person(s) or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| Where Required By Written Contract. | Where Required By Written Contract. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) or Organization(s) |
|--|
| Blanket when specifically required in a written contract with the named insured. |

SECTION III -WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by your work for that insured which is performed by you or by those acting on your behalf.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NON--CONTRIBUTORY ADDITIONAL
INSURED WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Insured Person(s) or Organization(s) Where Required by Written Contract |
|---|
| |

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED
- B. BLANKET ADDITIONAL INSURED
- C. EMPLOYEE HIRED AUTO
- D. EMPLOYEES AS INSURED
- E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS
- F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS
- G. WAIVER OF DEDUCTIBLE - GLASS
- H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT
- I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT
- J. PERSONAL PROPERTY
- K. AIRBAGS
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
- M. BLANKET WAIVER OF SUBROGATION
- N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. 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.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of SECTION IV - BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your



permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph 8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

COMMERCIAL AUTO

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph 8.3., **Exclusions**, of **SECTION III - PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV- BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by



COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph 8.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

TRAVELERS]

ONE TOWER SQUARE
HARTFORD CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 83 76 (A) - 001

POLICY UB-7K72867623-43-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT-CALIFORNIA
(BLANKET WAIVER)**

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.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

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 Insured

Policy No.

Endorsement No. Premium

Insurance Company



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 16, 2024

SUBJECT: **AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT WITH BIGGS CARDOSA & ASSOCIATES, INC., FOR ENGINEERING DESIGN SERVICES FOR THE GOLDEN AVENUE BRIDGE REPLACEMENT PROJECT**

FISCAL

IMPACT: EXPENSE: \$ 155,502.00 AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT

AVAILABLE

BUDGET: \$ 2,415,204.16 TOTAL AVAILABLE PROJECT BUDGET

\$ 2,200,000.00 FEDERAL EARMARK (331801-6740)

\$ 215,204.16 GENERAL FUND DEVELOPER FEE (331801-6740)

SUMMARY:

On January 17, 2017, the City Council approved a contract with Biggs Cardosa Associates, Inc. (Biggs Cardosa) to provide engineering design and environmental permitting services for the Golden Avenue Bridge Replacement Project. Biggs Cardosa completed the design phase of the project in the Fall of 2019.

Since this is a Federally funded project, Biggs Cardosa has been assisting the City in securing all necessary Federal and State regulatory permits through multiple agencies, including the United States Army Corps of Engineers (USACE), Caltrans, Santa Ana Regional Water Quality Control Board, Orange County Flood Control District (OCFCD) and Orange County Public Works (OCPW). In March 2021, the City received word that the Federal Highway Bridge Program was oversubscribed, and the Federal Government has not increased the budget allocation to the program. As such, the funding for the project was pushed to beyond the Fiscal Year (FY) 2025-26 funding cycle. Meanwhile, on May 17, 2021, the City received the final USACE's 404 permit verification letters; however, since the funding earmarked for this project had been exhausted, the City had to put the project on hold until other funding sources could be identified. In March 2022, Staff was notified that Congress included the Golden Avenue Bridge project in the FY 2023 Federal appropriation bill in the amount of \$2.2 million. The City must allocate the Federal earmark funds by June 30, 2025. Unfortunately, the Federal earmark funds are being routed through Caltrans which requires the City to undertake a long, multi-layered approval process before it can solicit bids for construction.

1.k.

July 16, 2024

On September 6, 2022, the City Council approved Addendum No. 4 in the amount of \$182,000 which provided additional funding to Biggs Cardosa for re-submitting regulatory documentation that had expired to re-issue permits previously provided by various regulatory agencies as well as preparing all the necessary Caltrans documentation necessary to obtain final approval for construction of the bridge.

Since that time Caltrans indicated that the City's right-of-way procedures did not meet federal funding regulations which ultimately required the City to correct past work and utilize a separate right-of-way consultant. This included hiring a Caltrans-qualified consultant to perform right-of-way and property acquisition services, quitclaiming all previously acquired deeds and to restart the easement acquisition process from the beginning and following FHWA requirements. These corrective actions resulted in Biggs Cardosa having to provide additional services. This Amendment No. 5 reflects those additional services in the amount of \$155,502 and will provide additional funding for environmental revalidation, regulatory permitting, right-of-way coordination, project management, utility coordination, and additional design services to update the project documents.

RECOMMENDATION:

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

1. Approve Amendment No. 5 to the Professional Services Agreement with Biggs Cardosa & Associates, Inc. to increase the contract amount by an additional \$155,502 for a total contract not-to-exceed amount of \$970,938; and
2. Authorize the City Administrator to approve contract amendments up to 10% of the contract amendment amount, or \$15,550.20; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Golden Avenue Bridge over Carbon Canyon Channel was originally built in 1934. The bridge was inspected by Caltrans in 2005 and rated as functionally obsolete. In 2014, a total of \$3,087,250 in Federal Highway Bridge Program (HBP) Replacement grant funds were earmarked for replacement of the bridge. The grant funds cover the cost of design and construction. The grant program will reimburse the City up to 88.53% of the total project cost.

On January 17, 2017, the City Council approved a two-year Professional Services Agreement with Biggs Cardosa for Engineering Design and Environmental Permitting Services for the Project. On November 5, 2019, the City Council then approved Amendment No. 1 for additional Paleontological work required by Caltrans to meet Federal funding guidelines. This amendment also extended the agreement an additional two years. On January 14, 2020, the City Council approved Amendment No. 2 due to additional tasks requested by Caltrans and the Army Corps of Engineers to obtain the needed regulatory permits. Amendment No. 3 was approved under the

City Administrator's authority on January 26, 2021, to extend the agreement an additional two years to January 26, 2023, with no additional compensation to Biggs Cardosa.

Since then, Biggs Cardosa has successfully completed the design of the Project and assisted the City with securing permits needed from various regulatory agencies involved with the construction of the bridge, including the U.S. Army Corps of Engineers (USACE), Caltrans, Santa Ana Regional Water Quality Control Board, Orange County Flood Control District (OCFCD) and Orange County Public Works (OCPW). Work on the project halted when Caltrans confirmed that the HBP was oversubscribed and that funding for the City's project was pushed beyond Fiscal Year 2025-26.

However, in March 2022, Staff was notified that the project was awarded a separate Congressional Federal Earmark for \$2.2 million in the FY 2023 Federal appropriation bill with the funds administered through the Federal Highway Administration. The City must allocate the Federal earmark funds by June 30, 2025. Unfortunately, the Federal earmark funds are being routed through Caltrans which requires the City to undertake a long, multi-layered approval process before it can solicit bids for construction.

On September 6, 2022, City Council approved Amendment No. 4 in the amount of \$182,000 which provided additional funding to Biggs Cardosa for re-submitting regulatory documentation that had expired to re-issue permits previously provided by various regulatory agencies as well as preparing all the necessary Caltrans documentation necessary to obtain final approval for construction of the bridge. Additionally, the agreement term was extended another three years to January 26, 2026.

Since that time Caltrans indicated that the City's right-of-way procedures did not meet federal funding regulations which ultimately required the City to correct past work and utilize a separate right-of-way consultant. This included hiring a Caltrans-qualified consultant to perform right-of-way and property acquisition services, quitclaiming all previously acquired deeds and to restart the easement acquisition process from the beginning and following FHWA requirements. These corrective actions resulted in Biggs Cardosa having to provide additional services. This Amendment No. 5 reflects those additional services in the amount of \$155,502 and will provide additional funding for environmental revalidation, regulatory permitting, right-of-way coordination, project management, utility coordination, and additional design services to update the project documents.

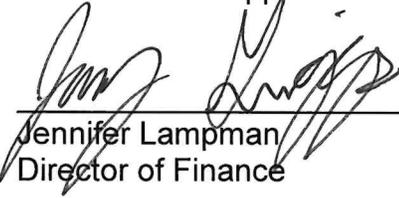
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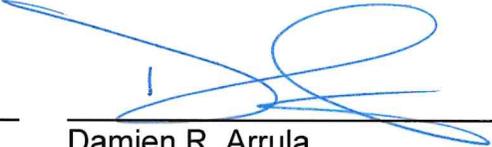
The recommended actions will approve Amendment No. 5 to the Professional Services Agreement with Biggs Cardosa increasing the contract amount by \$155,502. A total of \$2,415,204.16 is available in the total project budget including the Federal Earmark of \$2.2 million received for the project. As such, sufficient funds exist for the recommended actions.

Prepared, Reviewed, and Approved by:


Chris Tanio, P.E.
Acting Director of Public Works

Reviewed and approved:


Jennifer Lampman
Director of Finance


Damien R. Arrula
City Administrator

Attachment:

Amendment No. 5 to PSA with Biggs Cardosa Associates, Inc.

**AMENDMENT NO. 5 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF PROFESSIONAL SERVICES WITH BIGGS CARDOSA ASSOCIATES, INC.**

This Amendment No. 5 (“Amendment”) to Professional Services Agreement is made and entered into effective the July 16, 2024, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Biggs Cardosa Associates, Inc., a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i) CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective January 17, 2017 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A”.

(ii) The Parties now seek to amend the Agreement to extend the term of the agreement and increase the cumulative contract not-to-exceed amount by \$155,502 for additional design and field work in support of the Golden Avenue Bridge Replacement Project.

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

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

B. Amendment to Agreement.

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

1.1. Compensation. Consultant shall be paid in accordance with the revised fee schedule for an amount of \$155,502 for the additional services set forth in Exhibit “A” of this Amendment No. 5. Consultant’s total compensation shall not exceed Nine Hundred Seventy Thousand and Nine Hundred Thirty Eight Dollars (\$970,938).

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

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

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

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

CONSULTANT

By: Michael Thomas
Michael Thomas, Principal

CITY OF PLACENTIA

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

June 24, 2024
BCA Project No. 2017041

Mr. Chris Tanio, Acting Director of Public Works
City of Placentia, Public Works Department
401 East Chapman Avenue
Placentia, CA 92870

Subject: Extra Services and Fee Request – Caltrans Right-of-Way Certification, Environmental Permit reverification, OC Loop Coordination, Redesign of 100% PS&E package, Construction Bidding Services and Construction Phase Services for Golden Avenue Bridge Replacement Project at Carbon Canyon Channel Federal Project No. BRL-5269(025) Bridge NO. 55C-0192

Dear Chris:

Biggs Cardosa Associates is submitting this Extra Services and Fee Request as agreed and previously discussed. The scope provided in this proposal is intended to carry the project to completion.

The following is background information on the project status and decisions preceding this proposal. From the time the Amendment #4 request was submitted (April 27, 2022) and subsequently approved (September 2022), the BCA team continued to perform the tasks requested by the City even though the existing budget had been exhausted across all tasks. The project had essentially been completed however due to complications related to the construction funding that the City believed it had secured, the project status went into limbo while the City attempted to determine a path forward in securing the funding. BCA assisted the City in assessing options for moving forward, which included restarting the Right-of-Way (ROW) process to bring the ROW design into compliance with Caltrans procedures and federal regulations, and potentially redesigning the project geometrics to ensure all permanent features and temporary access routes would fall within existing City ROW. The City concluded in the Fall of 2022 that the project would need to restart the ROW process, and extensive Caltrans coordination ensued. In the early summer of 2023, BCA began ongoing budget discussions with the City with respect to submitting an additional scope and fee request, however it was mutually agreed to by BCA and the City that submitting one proposal that covered all additional tasks would be preferred in order to minimize City Council involvement. To meet this objective, it was necessary to progress the design to the point where the BCA team gained a full understanding of the environmental and regulatory process, especially the US Army Corp's 408 permit. Doing so necessitated a significant amount of work that was outside of the scope of Amendment #4, but which relied on the budget established by Amendment #4, as agreed upon at the time by the City and BCA.

At the time of the proposal for Amendment #4, the original scope of work intended to finish out the project by completing the following identified scope:

- Regulatory reverification process
- continued utility provider coordination
- an anticipated E-76 submittal
- on-going cursory review & coordination with the OC Loop project
- engineering support during the Bidding and Construction phases

At the outset of ROW certification, Caltrans indicated that the City's right-of-way design did not meet federal regulations, and would need to be re-done. This precipitated a significant shift in overall schedule and required tasks that involved additional project management, PDT meetings and coordination, environmental permitting, utility coordination, ROW coordination and meetings, and because the OC Loop would eventually leapfrog our project schedule in terms of construction, the Golden Avenue project now needed more extensive coordination and design/ plan revisions. This included assessing the constructability of both projects as well as advertising/ administrative roles and responsibilities. The following is a brief breakdown of the out-of-scope work that resulted from the renewed ROW process:



Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
Extra Services and Fee Request

- Extensive ROW meetings with City, Caltrans ROW staff, and the City's Real Estate consultant
- Golden Ave Project/ OC Loop Project/ Caltrans coordination
- Property and easement reviews
- NEPA Coordination and Revalidation process
- CEQA Coordination and Addendum preparation
- Additional OC Loop meetings, reviews & coordination
- Base map revisions, design verification and/or revisions
- Additional utility relocation verification & coordination
- Additional 408 permit coordination, memorandum and extension request
- Bi-weekly PDT meetings with meeting minutes per the City's request

1. SCOPE REQUIRED TO TAKE THE PROJECT TO CONSTRUCTION

On February 4th 2024, the City received an informal confirmation from the US Army Corp of Engineers that an extension of the 408 permit would be forthcoming. As such, the project focus reverts back to completing the ROW certification process, finalizing the utility relocation coordination, completing the required environmental studies, and finalizing the PS&E. On February 6th, the City's Project Manager prepared and circulated a project schedule that indicated the project was on track to meet the funding deadline and that the ROW task is now the critical path. The anticipated ROW certification date is listed as 11/15/24, it is assumed that the bi-weekly PDT meetings will continue until then. The anticipated award date is 5/26/25 and the start of construction is listed as 6/15/25. The anticipated tasks are as follows:

ADDITIONAL PROJECT MANAGEMENT SERVICES:

In keeping with the City's request for bi-weekly PDT meetings, additional meetings are required inclusive of preparation of agenda, meeting minutes, and tracking action items. Also, project administration duties which include progress reports in which BCA will detail major items of work that were performed during a billing period and through the end of the construction phase.

ENVIRONMENTAL SERVICES:

Phase I Initial Site Assessment

A Phase I Initial Site Assessment (ISA) was performed in February 2018. The project went on hold in 2018 to undergo design revisions; therefore, environmental clearance was also put on hold at the time until the revisions were finalized. A Phase I ISA is generally valid for a maximum time period of one year. Therefore, the ISA will need to be revised to confirm and update current site conditions. The ISA will identify all documented hazardous waste sites located within the project study area, as well as facilities located within the project study area that store, transfer, or utilize potentially hazardous materials. An Environmental Data Resources records search will be obtained to identify all known hazardous waste sites located within the project study area that are classified as a hazardous waste site under state law. A visual survey of the project area will also be conducted to identify any obvious area of hazardous waste contamination. Upon review of the records search and results of the visual survey, the potential impact to the project will be determined, and subsequent procedures to determine the extent of contamination and remediation requirements will be included in the ISA. Deliverables include one electronic copy of the draft and final Phase I ISA.

Phase II Sampling

The previous Phase I ISA found that Phase II sampling for soil and groundwater contaminants, aerially deposited lead, lead based paint, and asbestos containing materials would be required. We will perform a field survey to conduct soil, groundwater, asbestos, and lead based paint testing. Laboratory analysis will determine the presence of hazardous materials and a report will be prepared to summarize the results.



Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
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Deliverables include one electronic copy of the draft and final Phase II Sampling Report. **Please note that this proposal does not include incorporating any recommendations arising from the sampling report as the extent of that scope is currently unknown. Therefore, any required revisions to the PS&E package must be addressed in a separate scope and fee proposal at a future date.**

UTILITY COORDINATION SERVICES:

Additional coordination work is required, including coordinating with SCE for updating the design of their proposed underground facilities. Following a recent meeting with SCE representatives, it is expected that the bridge project will be responsible for constructing the SCE facilities and will therefore need to be tracked in the PS&E package. However, at this time it is still unknown what impact, if any, that including this SCE work will have on the environmental document requirements and permits.

RIGHT OF WAY ENGINEERING SERVICES:

Legals and Plats

Legal descriptions and plat maps were produced previously to define the various temporary and permanent easements needed for the bridge and construction. The previous iterations of those documents were completed in 2019 and need updating to reflect recent property line changes and to comply with a Caltrans review. In addition, updates to the original property lines and ROW base map will be performed to reflect current data in the deliverable drawings.

Caltrans Coordination

On-going coordination and meetings with Caltrans staff is expected to continue, including submittal reviews and responding to comments. Also included is coordination and meetings with the City's real Estate consultant, Epic.

CONTRACT BID DOCUMENTS:

Once the ROW certification process and utility coordination is finalized, the current 100% PS&E package will need to be reviewed and revised accordingly. It is understood that the BCA team will revise the technical provisions, including updating to the 2021 Greenbook and to the 2023 Caltrans standards, and the City will generate the front-end specifications. A final bid set of documents will be prepared which includes:

| | |
|-----------------------------|--|
| • Demolition Plan | • General Plan |
| • Plan and Profile | • Foundation Plan |
| • Grading Plan | • Abutment Details Sheet |
| • Utility Control Plan | • Typical Section Sheet |
| • Storm Drain Plan | • Girder Details Sheet |
| • Erosion Control Plan | • Structure Approach Layout |
| • Signing and Striping Plan | • Drainage Details Sheet |
| • Street Improvement Plan | • 100% Technical provisions and Estimate updates |

BIDDING AND CONSTRUCTION SUPPORT SERVICES:

The scope for these services will not change from the previous amendment and is included below. It was previously agreed by the City that the BCA team would use the bidding and construction support services budget to fund out-of-scope work until it was possible to submit this request. A line item in the fee breakdown



Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
Extra Services and Fee Request

is included for the purposes of re-establishing the previous budget, however at the City's request, these line-item budgets will be listed as optional in this request. The scope is as follows:

(Optional) Bidding

The BCA design team will provide assistance to the City during the bidding process. This assistance includes attending one Pre-Bid Construction Meetings and one additional office/ field meeting to clarify any design questions raised and found from the plans prior to construction beginning on the project. The BCA team will work closely with City staff to respond to all bid inquiries and questions relating to the plans and specifications during the bid period. Should addenda be required, the BA+CA team will assist with their preparation. All written responses to Contractor inquiries will be provided within two (2) working days of receipt of the Contractor's request. Along with this support, we will also be available to attend the bid opening. If requested, the BCA team will conduct a review of their services within the bids and supporting documentation to assist in confirmation of the lowest responsive and responsible bidder. Once this review is complete, we will make a recommendation to the City with the acceptance of and award, or if a rebid of the project if determined necessary.

(Optional) Construction Support

BCA will provide assistance to the City during construction which is anticipated to last between 6 to 8 months. The following tasks assume a duration of 8 months and include responding to requests for information (RFI's), assisting in contract change orders (CO's), reviewing shop drawings and materials/product submittals for conformance with the plans and specifications, provide clarification of design intent, when necessary, field visits to address construction issues and to observe construction of key structural components. It is assumed that there will be monthly meetings to discuss the progress of the project's discussion (8 total) and also a total of 12 field visits is assumed for the preparation of this fee estimate. Within thirty (30) days following the completion and acceptance of the Project, the BCA team will furnish a complete set of As-Builts on Bond paper to the City. Revisions will be solely based upon as-built information provided to the City and the BCA team by the City's Construction Manager and the Project Contractor. Upon approval of the bond copy of plans by the City, we will plot the As-Builts on Mylar for submittal to the City for their records.

As previously stated, should the OC Loop Project require changes in our project's design, the changes would be addressed during the construction stage. Accordingly, we have assumed a nominal amount of time that may be required for a redesign and the drafting and coordination related to any changes. Given the unknown nature of any future changes in design, this work effort and the accompanying budget should be viewed as provisional and subject to future amendments.

(Optional) Agency Notifications

If requested, the BCA team will coordinate with the City to complete the required pre-construction submittals and notifications required by regulatory permits prior to initiating construction. Pre-construction agency notifications may include notice of start of work and other items such as final design plans. We will coordinate with the City to complete any required post-construction submittals and notifications. Notifications may include those required by regulatory permits to document and summarize the results of project construction and post-construction conditions. We will coordinate with the City to gather and/or prepare the necessary documentation and will submit the information to the agencies, as required.

(Optional) Construction Monitoring

If requested and required by the regulatory permits, BCA team member GPA will conduct bi-monthly construction monitoring. GPA will monitor specific activities typically required by the regulatory permits. The results of each monitoring visit will be summarized in an email to the City. GPA will coordinate with



Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
Extra Services and Fee Request

the City as needed to correct any conditions that are out of compliance during monitoring visits. Construction is anticipated to last for up to six months. Up to 12 construction monitoring visits would be conducted.

Fee

Our construction support services fee represents our best estimate of the costs involved. The construction support services costs are highly unpredictable, and highly dependent on the contractor's proficiency / performance and the overall construction schedule. The final cost may be above or below the amount estimated in this proposal. **For the reasons listed above, we recommend that the City establish a contingency budget for construction support services. This budget can then be utilized if more effort is required.**

BCA proposes to provide the various 'Services' outlined in this proposal, including direct expenses, **not including "optional" tasks**, for a fixed base fee **not to exceed \$155,502**. A detailed breakdown of our fee proposal is attached. At the City's option, optional tasks may be added to the BCA team's scope as outlined in the above proposal, and for the fee **\$94,687 as shown** in the attached Fee Proposal. Please note that BCA's previously used rates have expired. Updated rates are used for this Extra Services request.

Assumptions made in the preparation of this proposal:

- *It is assumed that the current survey limits are adequate for the relocation of the bridge. Should additional survey be required, the BCA team will prepare a scope of work and cost for the City to review and approve.*
- *The 408 permit will be extended by the USACE*
- *This proposal does not include incorporating any recommendations arising from the sampling report as the extent of that scope is currently unknown. Therefore, any required revisions to the PS&E package must be addressed in a separate scope and fee proposal at a future date.*
- *An E-76 process is assumed, involving coordination with Caltrans and obtaining a right-of-way certification. As such, it is anticipated that construction bid solicitation will begin in Summer 2025.*
- *OC Loop reviews have been completed. If any design changes, reviews or field visits are requested, they will be considered out of scope and not included in this proposal.*
- *Construction is anticipated to last approximately six to eight months. If the construction schedule changes and additional services and/or monitoring are requested, an additional scope of work and budget to support this effort can be provided upon request.*
- *Site visits are limited to structural observations only during construction. Special structural inspections are not part of this scope and fee proposal. If requested, BCA can provide a separate scope and fee proposal for Inspection Services.*
- *Remedial engineering design to determine corrective action required due to materials and/or contractor's operations not meeting contract requirements is not included in this proposal. Per your request, BCA can provide this work as extra services.*
- *Engineering advice and technical support for construction change orders to the plans and specifications initiated by the contractor, preparation of change order documentation which would include, where appropriate, changes to plans and specifications, and additional structural details are not included in this proposal. Per your request, BCA can provide additional hours to perform these duties, as additional services.*



Golden Avenue Bridge Replacement Project at Carbon Canyon Channel
Extra Services and Fee Request

- *We shall review or take other appropriate action upon Contractor's submittals, as requested by the City or the CM's RE, such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents.*
- *All shoring design will be the responsibility of the contractor and their designated licensed Civil Engineer. Biggs Cardosa Associates will conduct a limited and cursory review of all shoring submittals to check for general compliance with the design concept of the project and general compliance with the information given in the contract documents.*

We look forward to continuing to work with you on this project to bring it to successful completion. Please contact me if you have any questions or comments.

Sincerely,

BIGGS CARDOSA
ASSOCIATES, INC.



Carlos Vasquez, PE
Engineering Manager

Attachments:

- Fee Proposal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2024

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 AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549 License#: 6003745 BIGGCAR-01 | CONTACT NAME: Jennifer Aguirre PHONE (A/C. No. Ext): 626-381-9091 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com | FAX (A/C. No.): | | | | | | | | | | | | | |
|--|--|------------------------|-------------------------------|--------|--|-------|--|-------|---|-------|--|-------|-------------|--|-------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER B : Sentinel Insurance Company</td> <td>11000</td> </tr> <tr> <td>INSURER C : Hartford Accident and Indemnity Company</td> <td>22357</td> </tr> <tr> <td>INSURER D : HARTFORD INSURANCE COMPANY</td> <td>38288</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : XL Specialty Insurance Co. | 37885 | INSURER B : Sentinel Insurance Company | 11000 | INSURER C : Hartford Accident and Indemnity Company | 22357 | INSURER D : HARTFORD INSURANCE COMPANY | 38288 | INSURER E : | | INSURER F : |
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| INSURER E : | | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 257593865** **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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | Y | 57SBWBO6247 | 9/1/2023 | 9/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| C | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | 57UEGBD0434 | 9/1/2023 | 9/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | Y | Y | 57SBWBO6247 | 9/1/2023 | 9/1/2024 | EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$ |
| D | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | 57WEGAT6XHA | 9/1/2023 | 9/1/2024 | <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 |
| A | Professional Liability & Pollution Liability Included | | | DPR5024553 | 3/1/2024 | 3/1/2025 | Per Claim \$ 5,000,000 Aggregate Limit \$ 9,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability/Employee Benefits Liability.
 Re: Federal Project #BRL-5269(025), Bridge No. #55C-0192, The Golden Avenue Bridge Replacement Project at Carbon Canyon Channel - The City of Placentia, its elected and appointed officers, officials, employees and agents are named as additional insureds as respects general and auto liability for claims arising from the operations of the named insured. General Liability insurance is Primary/Non-Contributory per policy form wording. Waiver of Subrogation applies to General Liability and Workers' Compensation policy. CANCELLATION: 30 day notice will be sent to the certificate holder.

CERTIFICATE HOLDER **CANCELLATION 30 Day Notice of Cancellation**

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

- (1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

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

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

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

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

→ **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

The limits of insurance that apply to additional insureds are described in Section **D. – Limits Of Insurance.**

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. – Liability And Medical Expenses General Conditions.**

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.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

→ **6. How Limits Apply To Additional Insureds**

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part 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 purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

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

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

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

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 A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part 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.

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:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) 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.

c. Method Of Sharing

If all 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.

8. Transfer Of Rights Of Recovery Against Others To Us**a. Transfer Of Rights Of Recovery**

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF OUR RIGHT TO RECOVER FROM
OTHERS ENDORSEMENT - CALIFORNIA**

Policy Number: 57WEGAT6XHA

Endorsement Number:

Effective Date: 09/01/2023

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

Named Insured and Address: Biggs Cardosa Associates, Inc.
865 The Alameda
San Jose, CA 95126

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 from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: STEFANIE ACOSTA-REYES, PUBLIC SAFETY COMMUNICATIONS MANAGER

DATE: JULY 16, 2024

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH MOETIVATIONS INC. FOR TEMPORARY DISPATCHER ON DEMAND SERVICES**

FISCAL
IMPACT: EXPENSE: \$ 108,204.95 FISCAL YEAR 2024-25 (101515-5005)

SUMMARY:

The Placentia Public Safety Communications Center (Communications Center) is a public safety division that operates 24/7 serving the community and our public safety partners. The Communications Center triages over 58,000 calls throughout the year for Police, Fire, and Emergency Medical services. As with any 24-hour operation, adequate staffing is necessary to efficiently perform all public safety dispatching and call-taking responsibilities. With the upcoming extended leaves of absence for three (3) full-time employees approaching and having two newly hired full-time dispatchers still in training, Staff researched possible remedies to temporarily staff the Communications Center and ease the excessive overtime burden on remaining dispatchers. The City located one organization which provides contracting dispatcher services. Moetivations, Inc. (Moetivations) can assist the City with a "dispatcher on demand" system to reduce job burn out and alleviate overtime costs. City representatives met with Moetivations consultants to learn more about the process involved with contracting temporary dispatcher services. Due to the specialized training involved in the public safety dispatch profession, as well as having limited other resources available to alleviate the impact of overtime on dispatchers during the planned extended leaves, an agreement and quote were received, and Staff is recommending the City Council award a contract to Moetivations Inc. to provide dispatcher on demand services to the City for an initial term of three (3) months with an option to extend for a period up to one year.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Moetivations Inc. for Temporary Traveling Dispatcher Services for a period of three months in Fiscal Year 2024-25, with the option to extend for an additional period of nine months at the discretion of the City Council; and
2. Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

1.I.
July 16, 2024

DISCUSSION:

For the next few months, the Communication Center will be short staffed due to upcoming extended leaves of absence for three (3) full-time employees and having two (2) newly hired dispatchers still in training and not capable of covering vacant shifts independently. To provide adequate assistance to all community members, the Communications Center must be staffed with no less than two dispatchers during the early morning hours, and three dispatchers during peak activity periods to triage all calls for Police, Fire and Emergency Medical Services as well as dispatch these field responders to calls for service.

Staff researched possible remedies to address the temporary staffing shortage in the Communications Center and ease the excessive overtime burden on the dispatchers. The City located one organization, which provides contract dispatcher services. Moetivations, Inc. (Moetivations) offers services that would supplement the City's staffing with a "dispatcher on demand" system to reduce job burn out and reduce overtime costs. City representatives met with Moetivations consultants to learn more about the process involved with contracting temporary dispatcher services. Due to the specialized training involved in the public safety dispatch profession, as well as having limited other resources available to alleviate the impact of overtime on dispatchers during the planned extended leaves, an agreement and quote were received, and Staff is recommending the City Council award a contract to Moetivations Inc. to provide dispatcher on demand services to the City for an initial term of three (3) months with an option to extend the contract for a period up to one year.

During the next few months there are between 600 to 700 overtime hours each month that need to be filled within the Communications Center to meet minimum staffing levels. The use of Moetivations versus utilizing existing City Staff has a financial savings to the City of approximately \$6,000 to \$10,000 per month or \$18,000 to \$36,000 for the initial 3-month term. In addition, the Moetivations service would reduce the need for City Staff to work approximately 480 overtime hours each month, thereby decreasing the need to mandate dispatchers to fill those vacant shifts. The greatest benefit to using Moetivations is the support it will provide to our team and the positive impact it will have in helping reduce dispatcher burnout should they continue to work excessive overtime until the Communications Center is back up to full staffing levels.

Moetivations is an organization based out of Denver, Colorado which assists Public Safety Answering Points (PSAPs) to succeed and thrive by providing various services including dispatchers on demand, quality assurance programs, leadership development training, recruitment and retention strategies, standard operating procedures development, as well as coaching and wellness support. Moetivations was established in 2012. Due to the national demand of short-staffed communication centers, Moetivations expanded their services in January 2023 to provide the Dispatcher on Demand program. The Dispatcher on Demand program offers experienced, 9-1-1 certified telecommunicators and dispatchers to public safety agencies to cover shift vacancies. Since the inception of these temporary dispatcher services, Moetivations has assisted over forty agencies in sixteen states, which totals over 50,170 hours of work experience for these Dispatcher on Demand services. Benefits in utilizing the Dispatcher on Demand team

include full shift coverage, a certified staff with years of 9-1-1 dispatching experience, reduced overtime needs, more time off for the agency's permanent staff, and lower job stress and related turnover. In completing reference checks with two PSAPs who are current customers, Goodyear, Arizona Police Communications as well as Boulder County Sheriff Office, these agencies had only positive feedback to provide on the services they have received from Moetivations. Goodyear Police Department Communications Manager shared they have utilized the organization twice and were pleased with their services and the personnel that was sent to their center. Boulder County Sheriff Office Communications Commander shared their experience was also positive and utilizing Moetivations cut down on the center's overtime by 50%.

Communications Center management will keep both the Police Chief and Fire Chief informed throughout the process including the logistics and filling of shift vacancies using the dispatch on demand as a temporary solution.

Below are other key factors to consider:

- All First Responders must have adequate days off for rest, which promotes a healthy work-life balance.
- Employees can and will call in sick, which causes a need to backfill their shifts to ensure sufficient staffing remains in place.
- Full-time employees are entitled to sign up for prescheduled vacations and to take paid time off.
- Supplementing employee schedules with temporary dispatcher on demand services helps to reduce job burn out.

FISCAL IMPACT:

The recommended action will approve a Professional Services Agreement with Moetivations, Inc. for dispatch on demand services for a period of approximately three months for an amount not to exceed \$108,205. This will be funded from the Communication Center's overtime budget for Fiscal Year 2024-25.

Prepared by:



Stefanie Acosta-Reyes
Public Safety Communications Manager

Reviewed and Approved:



Rosanna Ramirez
Deputy City Administrator, Administration

Reviewed and Approved:



Damien R. Arrula
City Administrator

Attachments:

1. Proposal/Quote from Moetivations, Inc.
2. Professional Services Agreement with Moetivations, Inc.



MOETIVATIONS



TEAM ON DEMAND SERVICES PROPOSAL:

QUALITY ASSURANCE / QUALITY IMPROVEMENT

Assessments, Evaluation Scores, & Reports
Body Worn Camera Evaluations

LEADERSHIP DEVELOPMENT

Virtual and Onsite Training
Mentor & Coaching Programs

OPERATIONS SUPPORT SERVICES

Dispatcher on Demand
SOP & Policy Editing
Peer Support & Wellness Programs
Cyber Security Analysis

PREPARED FOR:

Placentia Public Safety Communications, CA
Stefanie Acosta-Reyes
Communications Manager

PREPARED BY:

Mike DeSeve
Proposal Manager

ON BEHALF OF:

Grant Dieckmann
grantd@moetivations.com
Main Office 303.993.7850
www.moetivations.com



MOETIVATIONS

AGENCY: Placentia Public Safety Communications, CA

DATE: 6-11-2024

CONTACT: Stefanie Acosta-Reyes

QUOTE # **24MD065C**

PROPOSAL

Dispatcher on Demand Services

| | | | | | |
|----------------------|-------------------------------------|----|----------|----------|----------------|
| Rate Range per hour: | Low | | High | CAD | Mark43 |
| | \$ 32.92 | -- | \$ 40.63 | 911 | Vesta |
| Months in Term: | 3 months with option to renew to 12 | | | RADIO | Motorola Elite |
| | | | | RECORDER | Verint |

OPTION 1

| ITEM | DESCRIPTION | QTY Hours | LIST | MONTHS IN TERM | MONTHLY FEE | SERVICES TOTAL |
|-----------------------|---|---------------|-------------|----------------|------------------------------------|----------------------------------|
| DOD - 00B | Launch, set up & test (one-time fee) 3 to 4 weeks | 1 | \$ 9,820.00 | | | \$ 9,820.00 |
| DOD - 008 | 8 hr. coverage; 8hr shifts 2 seats x 8hrs = 16 hrs. per day /7days | 1,460 | \$ 58.84 | 3 | \$ 28,635.47 | \$ 85,906.40 |
| WEEKLY (7days) | MONTHLY | ANNUAL | | | | |
| 112 | 487 | 5,840 | | | | |
| | | | | | SERVICES SUBTOTAL: | \$ 95,726.40 |
| | | | | | MONTHLY FEE if prepaid 3.1% | \$ 27,747.77 \$ 93,063.30 |

OPTION 2

| ITEM | DESCRIPTION | QTY Hours | LIST | MONTHS IN TERM | MONTHLY FEE | SERVICES TOTAL |
|-----------------------|--|---------------|-------------|----------------|------------------------------------|-----------------------------------|
| DOD - 00B | Launch, set up & test (one-time fee) 3 to 4 weeks | 1 | \$ 9,820.00 | | | \$ 9,820.00 |
| DOD - 012 | 12 hr. coverage; 6hr and 12hr shifts 2 seats x 12hrs = 24 hrs. per day /7days | 2,190 | \$ 58.84 | 3 | \$ 42,953.20 | \$ 128,859.60 |
| WEEKLY (7days) | MONTHLY | ANNUAL | | | | |
| 168 | 730 | 8,760 | | | | |
| | | | | | SERVICES SUBTOTAL: | \$ 138,679.60 |
| | | | | | MONTHLY FEE if prepaid 3.1% | \$ 41,621.65 \$ 134,684.95 |



MOETIVATIONS

AGENCY: Placentia Public Safety Communications, CA

DATE: 6-11-2024

CONTACT: Stefanie Acosta-Reyes

QUOTE # **24MD065C**

PROPOSAL

Dispatcher on Demand Services

| | | | | | |
|----------------------|-------------------------------------|----|----------|----------|----------------|
| | Low | | High | CAD | Mark43 |
| Rate Range per hour: | \$ 32.92 | -- | \$ 40.63 | 911 | Vesta |
| Months in Term: | 3 months with option to renew to 12 | | | RADIO | Motorola Elite |
| | | | | RECORDER | Verint |

LOGISTICS

| ITEM | DESCRIPTION | ESTIMATED MONTHLY FEE |
|-----------|--|--|
| DOD - OOT | <p>The Logistics Fees are designed to provide all participants transportation, arrival to site, room & board, and per diems/expenses. Amounts are estimated, with best faith efforts to keep costs minimal and continuously monitored. The following expenses are covered under this umbrella:</p> <ul style="list-style-type: none"> •Flights for Team to rotate in and out. •Housing for Team (Room and Board). •Transportation for Team (Uber/Lyft, Rental Cars, etc..). •Individual Per Diem and Expenses. <p><i>Can be re-estimated and reduced based on headcount, timeline and potential agency shared or approved accommodations.</i></p> <p>LOGISTICS are estimated; Invoiced exact plus 9.5%</p> | |
| | | LOGISTICS ESTIMATION RANGE: \$10,250 - \$15,520 |



MOETIVATIONS

AGENCY: Placentia Public Safety Communications, CA

DATE: 6-11-2024

CONTACT: Stefanie Acosta-Reyes

QUOTE # **24MD065C**

PROPOSAL

Dispatcher on Demand Services

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| | | | | RECORDER | Verint |

APPROVAL PAGE

Quote Valid for 120 days

LAUNCH FEE INCLUDES

PROGRAM MANAGEMENT & LAUNCH MEETINGS (Virtual)
 Monthly Reporting & Feedback Loop set up; (Onsite mtgs optional)
 SITE ASSESSMENT & PROFILE INTAKE FORM
 SECURE FILE SET UP (SHAREPOINT SUBSITE)
 Collect & Document participant work assignments
 SOP & POLICY files
 SCOPE Document & Escalation Details
 PORTAL IMPLEMENTATION with secure URL
 RECORD & UPLOAD ORIENTATIONS INTO PORTAL (3 hr. each)
 911 SYSTEM Recording
 CAD System Recording
 RADIO System Recording
 LOGISTICS COORDINATION
 PARTICIPANTS BACKGROUND CHECKS
 COLLECT & DOCUMENT RELEVANT RESOURCES

AGENCY PROVIDED

AGENCY PROFILE, CONTACT & SCOPE DETAILS
 JURISDICTIONS & DISPATCHED AGENCIES OVERVIEW
 SOP & POLICY DOCUMENTATION
 TRAINING PROGRAM DOCUMENTATION may include but not limited to: Call Types, CAD codes, radio codes, common phone numbers, major public buildings, reference guides, MAPs and other docs as needed for participant work assignments
 COORDINATION & ORIENTATION RECORDINGS
 POINT OF CONTACT FOR PROGRAM PARTICIPANTS
 ONSITE ORIENTATION DAY
 FACILITY OVERVIEW
 NCIC APPROVAL
 UNION (if applicable) APPROVAL
 PARTICIPATE IN RESOURCES DETAILS

PAYMENT TERMS

| SERVICES | LAUNCH | | Due Upon Award | |
|----------|-------------------|--|-----------------|-----------------------------------|
| | Monthly Contracts | Launch fee plus first month | Due Net 21 | Prepaid discount noted in pricing |
| | Logistics | Invoiced end of month | Due Upon Award | |
| | Logistics | 30% Deposit due against logistics term | Due Net 21 | |
| | Logistics | Invoiced at end of month | Exact plus 9.5% | |

PREPAID DISCOUNTS 1% to 5% discount for prepaid programs Due Net 15

TRAINING PORTAL Months equal to Term Included in Launch fee
 Additional Staffing Prepaid and Discounted Due Net 30

PROPOSAL APPROVAL _____ Total \$ _____

AUTHORIZING SIGNATURE _____ Date _____

AUTHORIZING NAME _____

TITLE _____

OPTIONS APPROVED _____ Total \$ _____

The authorizing party must have budgetary discretion to approve the terms described in this Proposal. Final invoices to include any taxes or credit card processing fees, if applicable. The approved proposal will be attached as an Exhibit to the Service Agreement, as needed.

Statement of Confidentiality & Non-Disclosure

This document contains proprietary and confidential information. All data submitted to your agency is provided in reliance upon its consent not to use or disclose any information contained herein except in the context of its business dealings with MOETIVATIONS, Inc. The recipient of this document agrees to inform employees of your agency who view or have access to its content of its confidential nature. The recipient agrees not to duplicate or distribute or permit others to duplicate or distribute any material contained herein without MOETIVATIONS, Inc. express written consent. MOETIVATIONS, Inc. retains all title, ownership, and intellectual property rights to the material and trademarks contained herein, including all supporting documentation, files, marketing material, and multimedia. By acceptance of this document, the recipient agrees to be bound by the aforementioned statement.



Job Title: Call-Taker/Dispatcher - limited scope

Department: COMMUNICATIONS CENTER

Serve as the first point of contact for the communications center, answering emergency and non-emergency calls for service involving police, fire, or medical emergency and other public service requests. Responsible for answering calls requesting emergency service; providing routine non-technical information; extracting call information and providing pre-arrival instructions based on protocols.

Identify need for Dispatch, and coordinate with Dispatch within in the communications center to send appropriate Law, Fire, and EMS agencies to calls for service.

Job Duties and Responsibilities – include but are not limited to the following:

Receive and process all calls requesting response from emergency service agencies within the communications center to include 911 calls and texts, 911 transfer calls from other Public Safety Answering Points (PSAP), and calls from administrative lines.

As allowed: Use Computer Aided Dispatch (CAD) system to enter all call information, perform queries, and enter other related logs or information in the CAD.

As allowed: Use the National Law Enforcement Teletype System (NLETS) and National Crime Information Center (NCIC) according to policy for queries, entries, confirmation, and validation in accordance with established protocols.

Adheres to NCIC and CJIS administrative and security requirements, systems sanctions, criminal history dissemination, etc., as required.

As allowed: Use emergency communication systems, paging, and other alert systems to dispatch, communicate and coordinate with emergency responders.

As allowed: Answer and acknowledge all warnings, alerts, and tests from the National Warning System. Disseminate weather watches and warning information to all emergency responders and general public as required.

Contribute to the efficiency and effectiveness of the department's service to its customers by offering suggestions and participating as an active member of a working team.

Represent the PSAP with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.

AGENCY CREDENTIAL REQUIREMENTS:

LICENSES & CERTIFICATIONS: ability to obtain and maintain the following certification within 3 months of arriving onsite, and maintain certifications to continue services in position

NCIC CERTIFICATION

Public Safety Telecommunicator Certification: **ADD STATE HOURS OR ASSOCIATION DETAILS**

Emergency Medical Dispatch Certification: **ADD SPECIFIC PROTOCOL REQUIRED**

EDUCATION REQUIREMENTS: ADD MINIMUM REQUIREMENTS HERE



MOETIVATIONS

DISPATCHER ON DEMAND

Having trouble covering your shifts?

Allow us to help. We send 911 certified Telecommunicators & experienced Dispatchers to your agency to cover your shifts. We provide long term relief or short-term respite for exhausted and burned out teams. We show up!

Our people will serve as the first point of contact for the communications center, answering emergency and non-emergency calls for service involving police, fire, or medical emergency and other public service requests. Responsible for answering calls requesting emergency service; providing routine non-technical information; extracting call information, and providing pre-arrival instructions based on protocols.

Your team can THRIVE again!

Our instructor crew will set it all up:

- Mentor & coach arriving teams.
- Provide agency specific SOP's & orientation, pre-arrival.
- Coordinate all travel, housing & logistics.
- Refresh & restore your existing team's morale.
- Influence coping skills & consistency in dispatch.
- Utilize recognition programs & soft perks.



We are highly skilled in majority of industry leading 9-1-1 systems, CAD systems, MAP & GIS, Radio, NEXT GEN technologies, EMD protocols, and SOPs.

TRAVELING
DISPATCHERS

LAW - FIRE - EMD

NCIC, NLETS & CJIS

PROFESSIONAL CALL
TAKING

COVERING SHIFTS

IMPROVING STAFF
MORALE

PROVIDING RELIEF

CARING FOR OTHERS

*"Its like a breath of fresh
air having certified
experienced dispatchers
arriving to relieve us"*

-Director, North Dakota

CONTACT US TODAY:

WWW.MOETIVATIONS.COM

(303) 993-7850

DOD TEAM ON DEMAND SERVICES AGREEMENT

This Dispatch on Demand Services Agreement (this “Agreement”) is entered into as of [REDACTED] (the “Effective Date”), by and between the City, by and through the Placentia Public Safety Communications Center, CA (the “Placentia Public Safety Communications Center”) and Moetivations, Inc., a Colorado corporation (the “Contractor”). The Placentia Public Safety Communications Center and the Contractor may be referred to herein as a “Party” or the “Parties”.

RECITALS

- A. The Placentia Public Safety Communications Center answers 9-1-1 emergency calls in Placentia, CA.
- B. The Placentia Public Safety Communications Center is establishing shift coverage and implementing temporary professional services and duties in call-taking, with the goal of progressing and covering Police and Fire and EMD dispatch services provided by similarly situated full time staff at Placentia Public Safety Communications Center. As contract staff become proficient in call-taking at Placentia Public Safety Communications Center, the expectation is that these staff will progress to both Police and Fire and EMD Dispatch duties so that those available roles can be covered.
- C. Placentia Public Safety Communications Center operates out of 401 East Chapman Avenue, Placentia, CA 92870. Contract staff is expected to operate out of this location.
- D. The CAD system is Mark43, the Radio System is Motorola Elite, the 9-1-1 system is Vesta, and all are housed at the PSAP operated by Placentia Public Safety Communications Center.
- E. The Placentia Public Safety Communications Center desires to hire a Professional Services Team, who will report to the Placentia Public Safety Communications Center authority, Rosanna Ramirez or assigned designee, to establish call-taking and/or dispatch professional services, and provide monthly feedback, as directed by the Proposal for Dispatch on Demand attached hereto as Exhibit A (the “Services”) and according to the terms and conditions herein.
- F. Contractor will fill contract hours outlined in Exhibit A at Placentia Public Safety Communications Center. Contractor will prioritize contract employees to assist Placentia Public Safety Communications Center who are available for the longest period of time and on the most consistent basis.
- G. The Parties desire that the Placentia Public Safety Communications Center engage the Contractor to provide Professional Services as outlined in Exhibit A.

AGREEMENT

ACCORDINGLY, in consideration for the recitals and the mutual promises herein, the Parties agree as follows:

1. **Services.** In accordance with this Agreement, and the Recitals noted above which are incorporated herein, the Placentia Public Safety Communications Center hereby engages the Contractor, and the Contractor accepts such engagement, to provide Dispatch on Demand services set forth in Exhibit A attached hereto (the “Services”). The provisions of this Agreement shall control over conflicting provisions in Exhibit A. The Initial Term of the Agreement shall begin on the Effective Date and extend to [REDACTED] (“Initial Term”). The Contractor shall continue performing the Services until the expiration of any Renewal Term pursuant to Section 2.6 unless terminated sooner pursuant to the terms herein. The Contractor shall report to the Placentia Public Safety Communications Center POC, Rosanna Ramirez, and/or appropriate delegates. The hours of work shall be calculated by hours worked during days of the week and shall not include hours related to drive time to and from. The Contractor will make every effort

DOD TEAM ON DEMAND SERVICES AGREEMENT

to fill contract hours with as few individual contract staff as reasonably practical in order to avoid excessive training of multiple contract employees.

2. Payment.

2.1. The Placentia Public Safety Communications Center shall pay the Contractor for the Professional Services at the hourly rate of \$58.84, plus one time launch fee as set forth in Exhibit A. Hourly rate may only be adjusted based upon expanded work assignments and must accompany a written and signed change order. The Placentia Public Safety Communications Center shall pay the Contractor for the LOGISTICS required at exact cost plus 9.5% processing fees. Additional online training, onsite training and QA/QI options may be added as needed and are not included in the monthly total and shall only be included if requested by Placentia Public Safety Communications Center.

2.2. Upon award, the Contractor may submit an invoice due upon receipt for launch fee, first month discounted, and partial logistics as stipulated in Dispatch on Demand EXHIBIT A; due Net 15. Launch fee shall be deemed non-refundable.

2.3. If requested by the Placentia Public Safety Communications Center, the Contractor shall provide additional information related to an invoice, including without limitation information related to time, charges, or description of Services. The Placentia Public Safety Communications Center shall not be required to pay an invoice until the Contractor supplies such information as is reasonably satisfactory to the Placentia Public Safety Communications Center.

2.4. Notwithstanding the total time the Contractor spends performing the Services, the monthly fees payable to the Contractor for the Services shall not exceed \$58.84 per hour (the "Hourly Fee") unless a fee increase is mutually agreed upon by the parties in writing upon pursuant to a Renewal Term under Section 2.6. Prepaid discounts are allowed from 2% to 4%. The fees reflect the amount of hours, work and material costs estimated by the Contractor to complete the Services in their entirety. Onsite training options are not included into this total and, if ordered separately, will be included in subsequent invoices, as scheduled. Prepaid hours not utilized will be credited to account during renewal, if not renewed the unused hours may be processed as a refund to Placentia Public Safety Communications Center.

2.5. The Placentia Public Safety Communications Center shall pay a proper invoice for the prorated program upon receipt or within 21 days after the Placentia Public Safety Communications Center receives the invoice. Any terms and conditions set forth in the invoice shall not be binding on the Placentia Public Safety Communications Center and shall not modify or add to the terms and conditions hereof. Each invoice shall be in a form acceptable to the Placentia Public Safety Communications Center.

2.6. Renewal Term: This Agreement will automatically renew the Contractor to perform the Services as outlined in Exhibit A for a succession term of one (1) month (each, a "Renewal Term") following the expiration of the Initial Term for the particular Services, unless either party decides that it does not wish to renew this Agreement or any particular Service hereunder before the expiration of the Initial Term or any Renewal Term, as applicable, by notifying the other party in writing at least 30 days before the completion of the initial Term or Renewal Term, as applicable. Renewal shall not exceed 12 months total terms unless terminated sooner pursuant to the terms herein. Prepaid discounts may apply.

3. Information. The Placentia Public Safety Communications Center shall provide any information in its possession or control that is reasonably requested by the Contractor to enable the Contractor to perform its obligations hereunder. If the Contractor requests information from third-party local governments in the Placentia Public Safety Communications Center jurisdiction, the Placentia Public

DOD TEAM ON DEMAND SERVICES AGREEMENT

Safety Communications Center shall make a good faith effort to obtain that information from the third parties.

4. General Performance Standards.

4.1. Except as otherwise set forth in this Agreement, the Contractor shall furnish all the labor, services, materials, and equipment necessary to perform and complete its obligations hereunder.

4.2. The Contractor represents and warrants to the Placentia Public Safety Communications Center that the following are true and accurate:

4.2.1 The Contractor has or shall acquire the capacity and the professional experience and skill to perform the Services.

4.2.2 The Services will be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement.

4.2.3 The Services shall be performed in a good and workmanlike manner.

4.2.4 All information supplied by the Contractor or its agents or subcontractors is and will be truthful and accurate in all material respects, except where the same is based on information provided by the Placentia Public Safety Communications Center or local governments in the Placentia Public Safety Communications Center's jurisdiction.

4.2.5 The Contractor has complied and will comply with all applicable laws, regulations, rules, ordinances, or similar directives regarding the Services, including any data privacy laws.

4.3. If Placentia Public Safety Communications Center authority, Rosanna Ramirez or assigned designee find that the Contractor's performance of the Services does not meet the standards set forth in this Agreement, the Contractor shall, at the Placentia Public Safety Communications Center request provide remedies or compensation.

4.4. The Contractor shall undertake and complete the Services timely to assure their expeditious completion in light of the purposes of this Agreement. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of Services are expected to change, Contractor shall give immediate notice if unexpected delay, and up to 30 day notice for expected delay to the Placentia Public Safety Communications Center of such a delay or change and may receive an equitable adjustment of time and/or compensation, as negotiated and agreed among the Parties.

5. Independent Contractor Status. The Contractor is and will remain a vendor in independent contractor in its relationship to the Placentia Public Safety Communications Center and shall perform their tasks and duties consistently with such status, and neither party nor its agents, students, servants, employees, officers, directors, or trustees will make a claim or demand for any right or privilege applicable to an agent, student, servant, employee, officer, director or trustee of the other, including but not limited to Workers' Compensation coverage, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits. Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties. IF REQUIRED BY LAW, ALL PAYMENTS MADE TO THE CONTRACTOR HEREUNDER WILL BE REPORTED ON A CALENDAR YEAR BASIS USING IRS FORM 1099. THE Placentia Public Safety Communications Center WILL NOT: (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM THE CONTRACTOR'S PAYMENTS OR MAKE FICA PAYMENTS ON THE

DOD TEAM ON DEMAND SERVICES AGREEMENT

CONTRACTOR'S OR THE CONTRACTOR'S AGENT'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON THE CONTRACTOR'S OR THE CONTRACTOR'S AGENT'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM THE CONTRACTOR'S PAYMENTS. THE Placentia Public Safety Communications Center WILL NOT OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF THE CONTRACTOR OR THE CONTRACTOR'S AGENTS.

6. Indemnification and Liability.

6.1. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Placentia Public Safety Communications Center and their elected officials, directors, officers, contractors, employees, agents, and consultants from and against limited claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including legal expenses, costs, and attorneys' fees, brought or asserted by any third party arising out of or related to the Contractor's performance of the Contractor's obligations under this Agreement.

6.2. This indemnity coverage shall also cover the Placentia Public Safety Communications Center defense costs in the event that the Placentia Public Safety Communications Center, in its sole discretion, elects to provide its own defense. The Placentia Public Safety Communications Center retains the right to disapprove counsel, if any, selected by the Contractor to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the Placentia Public Safety Communications Center' protection in the performance of this Agreement. This defense and indemnification obligation shall survive the expiration or termination of this Agreement for the period of one year.

6.3. EXCEPT WITH RESPECT TO THE CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NO PARTY SHALL BE LIABLE FOR INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE CITY'S PRIVILEGES OR IMMUNITIES.

7. Termination.

7.1. Termination for Breach. Either Party may terminate this Agreement if any other Party commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will terminate if the material breach described in the notice is not cured within 30 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against the other Party, whether arising in connection with the breach or otherwise. Final invoice will include balance of existing service month plus logistics cancellation fees.

7.1.1 Reasonable periods of delay due to severe weather or unavoidable illness will not be considered breach. Contractor shall make every effort to provide services coverage within reasonable and timely fashion.

7.2. Termination for Convenience. The Placentia Public Safety Communications Center may terminate this Agreement for convenience by giving the Contractor of such termination 30 days before the effective date of termination. Final invoice will include balance of existing service month plus logistics cancellation fees. Remaining contract fees, if prepaid contract, will be refunded less the previously stated month balance plus 30 days, for any termination for convenience.

DOD TEAM ON DEMAND SERVICES AGREEMENT

7.3. Effect of Termination. Unless agreed otherwise, the Contractor shall provide no further Services in connection with this Agreement after the effective date of termination, and the Contractor shall proceed, during turn down, to cancel all existing orders and contracts that are chargeable to the Placentia Public Safety Communications Center under this Agreement. The Placentia Public Safety Communications Center shall have no liability for any Services performed after the effective date of termination plus 15 days turn down time period. The Contractor shall be entitled to receive compensation in accordance with this Agreement for any satisfactory Services completed prior to the effective date of termination, or such other stop-work date as may be specified in the notice, plus appropriate turn down service fees during 15 day turn down. The Placentia Public Safety Communications Center shall own all results and proceeds of all the Services performed prior to the effective date of termination, and the Contractor shall deliver the same to the Placentia Public Safety Communications Center immediately upon demand.

8. Confidentiality.

8.1. Definition. “Confidential Information” means all information that the Placentia Public Safety Communications Center discloses to the Contractor that falls within one or more of the following categories: (1) any information identified as confidential by the Placentia Public Safety Communications Center; (2) any information that falls within the definition of a “trade secret”; (3) any information, including a formula, pattern, compilation, program, device, method technique, or process that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; (4) any information which the Contractor knows or reasonably should know that the Placentia Public Safety Communications Center is required to keep confidential under a binding obligation with a third party or under law; and (5) all information provided to the Contractor which the Contractor knows or reasonably should know could be detrimental to the interests of the Placentia Public Safety Communications Center if disclosed or used without authorization, whether or not such information is identified as confidential. All information provided to the Contractor that contains or could be used to derive line counts from a particular carrier shall be considered Confidential Information; except such information that falls into one or more of the categories set forth in Section 8.2 shall not be considered Confidential Information. The Deliverables shall be considered Confidential Information.

8.2. Exceptions. Information that falls into any one or more of the following categories shall not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Contractor; (2) information that the Contractor can show was known by the Contractor prior to its receipt from the Placentia Public Safety Communications Center; (3) information that the Contractor can show was independently developed by or for the Contractor without relying on any Confidential Information; (4) information that the Contractor can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Placentia Public Safety Communications Center; and (5) information that the Placentia Public Safety Communications Center is required to disclose under open records request.

8.3. Protection of Confidential Information. Except as otherwise provided or permitted in this Agreement, the Contractor will not do any of the following, directly or indirectly, without the written consent of the Placentia Public Safety Communications Center: (1) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (2) use Confidential Information for any purpose. The Contractor will not permit any of its respective agents or employees to take any action prohibited by this Section 8.3.

DOD TEAM ON DEMAND SERVICES AGREEMENT

8.4. Use of Confidential Information. A Contractor may use the Placentia Public Safety Communications Center Confidential Information consistent with the purpose and intent of this Agreement and to evaluate the feasibility of additional transactions or a business relationship between the Parties.

8.5. Disclosure by Court Order or Law. The Contractor will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Contractor discloses Confidential Information under this Section 8.5, it must (except to the extent it is illegal to do any of the following): (1) immediately notify the Placentia Public Safety Communications Center of the court order or legal requirement; (2) give the Placentia Public Safety Communications Center a reasonable opportunity to contest or limit the required disclosure; and (3) provide reasonable assistance at the Placentia Public Safety Communications Center expense.

8.6. Availability of Injunctive Relief. The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Placentia Public Safety Communications Center and would materially damage the Placentia Public Safety Communications Center. Therefore, the Placentia Public Safety Communications Center will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement. The Placentia Public Safety Communications Center may obtain injunctive relief without posting a bond (or, if a court determines that a bond is required, then upon the posting of a nominal bond).

9. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered by hand, email, or U.S. Mail to the persons or addresses set forth on Exhibit B. A Party may change its notice person or address by giving written notice to the other Parties.

10. Nondiscrimination: Contractor will comply with all applicable local, State and Federal laws concerning discrimination and unfair employment practices. Placentia Public Safety Communications Center prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Representations and Warranties: Contractor represents and warrants the following:

11.1. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;

11.2. The individual executing this Contract is authorized to do so by Contractor;

11.3. Contractor is authorized to do business and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and

11.4. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

12. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. Placentia Public Safety Communications Center approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted

DOD TEAM ON DEMAND SERVICES AGREEMENT

documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

13. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the Placentia Public Safety Communications Center if Contractor is served with a pleading or other document in connection with any such action.

14. Tax Exemption: Placentia Public Safety Communications Center is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the Placentia Public Safety Communications Center, and the Placentia Public Safety Communications Center shall not be liable to pay any taxes imposed on Contractor. Placentia Public Safety Communications Center shall provide its tax exemption status information to Contractor upon request.

15. General Terms.

15.1. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carrying out the intent of this Agreement.

15.2. Amendments. Amendments to this Agreement may only be made in writing and must be agreed to by all the Parties to be effective.

15.3. Assignability and Subcontracting. The Contractor shall not assign, transfer, or subcontract this Agreement or any obligations hereunder, without first obtaining the written consent of the Placentia Public Safety Communications Center. Any permitted assignment, transfer, or subcontract shall not relieve the Contractor of its duties and obligations hereunder.

15.4. Audit. The Placentia Public Safety Communications Center, or any of its duly authorized representatives, shall have reasonable access to any books, documents, papers, or records of the Contractor which are pertinent to the Contractor's performance under this Agreement for the purpose of making an audit, examination, or excerpts. The Contractor shall provide any documentation necessary to prepare all reporting required by the Placentia Public Safety Communications Center, and shall keep all books, documents, papers and records which are pertinent to the Contractor's performance for a minimum period of two years, or such longer time as may be set forth in any addendums to this Agreement.

15.5. Disputes. This Agreement shall be governed by the internal laws of the State of Colorado without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in a state court located in Arapahoe County, State of Colorado. EACH PARTY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

15.6. Waiver. The Placentia Public Safety Communications Center approval or acceptance of, or payment for, Services shall not be construed as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by any Party except in writing signed by a person authorized by that Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

15.7. Non-Appropriation. The financial obligations of the Placentia Public Safety Communications Center as set forth herein beyond the current fiscal year is contingent upon that Party's

DOD TEAM ON DEMAND SERVICES AGREEMENT

legislative body's annual appropriation of funds. Nothing herein shall create a multiple year fiscal obligation.

15.8. Force Majeure. No Party shall be liable for any delay in or failure of performance of any obligation hereunder, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by an act of God, act of the public enemy, unusually severe weather, fire, flood, epidemic, quarantine, strike, labor dispute or freight embargo, or similar event outside the reasonable control of the non-performing Party, but only to the extent such event was not the result of, or was not aggravated by, the acts or omissions of the non-performing Party. Contractor shall make best effort to avoid foreseen weather delays; delay due to unforeseen and severe weather conditions shall not be penalized.

15.9. Severability. If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted; if modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

15.10. Third-Party Beneficiaries. The enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claims or rights of action whatsoever by any other third person or entity.

15.11. Conflict of Interest. The Contractor shall not offer or provide (and represents that it has not offered or provided) anything of benefit to any the Placentia Public Safety Communications Center official or employee, or to any official or employee of any local government located in the Placentia Public Safety Communications Center jurisdiction, that would place the official or employee in a position of violating the public trust.

15.12. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, the Parties understand and agree that the provisions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination and shall be enforceable in the event of a failure to perform or comply.

15.13. Liens and Encumbrances. The Contractor shall not have any right or interest in any of the Placentia Public Safety Communications Center's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services.

15.14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission (to which a signed PDF copy is attached) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15.15. Poaching: The Contractor shall not for the period of the contract and for 12 months after the Termination Date solicit, directly or by assisting others, any person who was an employee of the Placentia Public Safety Communications Center to leave employment of the Placentia Public Safety Communications Center (whether or not such person would breach their contract of employment).

16. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the Placentia Public Safety Communications Center demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the Placentia Public Safety Communications Center.

DOD TEAM ON DEMAND SERVICES AGREEMENT

16.1. Placentia Public Safety Communications Center as Additional Insured: Placentia Public Safety Communications Center shall be named as an additional insured for General Liability, and Umbrella/Excess Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

16.2. THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *Placentia Public Safety Communications Center, is named as Additional Insured.*

16.3. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the Placentia Public Safety Communications Center except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the Placentia Public Safety Communications Center any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

16.4. Insurance Obligations of Placentia Public Safety Communications Center: Placentia Public Safety Communications Center is not required to maintain or procure any insurance coverage beyond the coverage maintained by the Placentia Public Safety Communications Center in its standard course of business.

16.5. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

16.6. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the Placentia Public Safety Communications Center.

16.7. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Placentia Public Safety Communications Center, its organizations, officers, agents, employees, and volunteers.

16.8. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the Placentia Public Safety Communications Center, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

16.9. Commercial General Liability: This coverage should be provided on an Occurrence Form, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate. Coverage should be provided on an Occurrence form. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate.

16.10. Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

DOD TEAM ON DEMAND SERVICES AGREEMENT

16.11. Workers' Compensation and Employer's Liability: Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$1,000,000 Each Accident/\$1,000,000 Disease-Policy Limit/\$1,000,000 Disease-Each Employee.

16.12. Data Breach: Data Breach -defense and liability coverage is required for minimum limits of \$250,000.

16.13. Professional Liability (Errors and Omissions): Occurrence-based Professional liability coverage with minimum limits of \$1,000,000 Per Loss.

16.14. Umbrella / Excess Insurance: Umbrella/Excess Liability Insurance to provide additional limits for underlying Workers' Compensation and Employers' Liability Insurance, Commercial General Liability Insurance, and Professional Liability/Technology Errors and Omissions, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and shall cover the owners, employees, and contractors, subject to that of the primary coverage.

[signature page follows]

DOD TEAM ON DEMAND SERVICES AGREEMENT

The Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

Placentia Public Safety Communications Center

Moetivations, Inc

By:

By:

Name: Rosanna Ramirez

Name: Maureen Dieckmann

Title: Deputy City Administrator

Title: CEO

Date:

Date:

BILLING ADDRESS:

Placentia Public Safety Communications Center

401 East Chapman Avenue

Placentia, CA 92870

Attn: Rosanna Ramirez

Title: Deputy City Administrator

Tel: (714) 993-8141

Email: rramirez@placentia.org

DOD TEAM ON DEMAND SERVICES AGREEMENT

EXHIBIT A

ATTACHED PROPOSAL FOR DISPATCH ON DEMAND

DOD TEAM ON DEMAND SERVICES AGREEMENT

EXHIBIT B

CONTACT INFORMATION

| | |
|---|---|
| If to the Placentia Public Safety Communications Center | Attn: Placentia Public Safety Communications Center 401 East Chapman Avenue Placentia, CA 92870 Attn: Rosanna Ramirez Title: Deputy City Administrator Tel: (714) 993-8141 Email: rramirez@placentia.org |
| If to the Contractor: | Moetivations, Inc. Attn: Maureen Dieckmann 10106 W. San Juan Way, Suite 215 Littleton, CO 80127 303-993-7850 corporate@moetivations.com |



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 16, 2024

SUBJECT: **AWARD OF CONTRACT TO BRIGHTVIEW LANDSCAPE SERVICES INC. FOR PARK MAINTENANCE SERVICES**

FISCAL
IMPACT:

| | | |
|----------|----------------|--|
| EXPENSE: | \$ 381,894.45 | ANNUAL CONTRACT AMOUNT (104055-6139) |
| | \$1,145,683.35 | TOTAL AMOUNT FISCAL YEARS 2024-25 to 2026-27 |

SUMMARY:

SoCal Land Maintenance Inc has been providing maintenance services for all City Parks under their contract since November 2018. Currently the contract term and all available extensions have been reached. This proposed agreement provides for landscape and other maintenance services for the City's park system. The scope of work includes services such as general maintenance, weed control, fertilization, turf grass maintenance, landscape/shrub maintenance, and irrigation system maintenance. The City recently issued a notice inviting bids for these services and bids were received on May 31, 2024, from seven (7) contractors. Brightview Landscape Services Inc. (Brightview Landscape) was deemed the most qualified responsive and responsible bidder. This proposed action will award a three-year agreement with two (2) potential one-year extensions to Brightview Landscape for an annual not-to-exceed amount of \$381,894.45 or \$1,145,683.35 for a cumulative not-to-exceed three-year contract amount.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Brightview Landscape Services Inc. for Park Maintenance Services in an amount not-to-exceed \$381,894.45 per year for an initial three (3) year contract term, with the option to extend for two (2) additional one-year terms; and
2. Approve Resolution No. R-2024-52, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and

1.m.
July 16, 2024

3. Authorize the City Administrator to approve contract change orders up to 10% of the annual contract not-to-exceed the amount of \$38,189.44 per contract year for unanticipated expenses; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

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

DISCUSSION:

The City currently utilizes So Cal Land Maintenance to provide landscape maintenance services for all City parks. The contract scope of work provides for routine turf grass and landscape maintenance as well as maintaining playgrounds, hardscapes, pest and rodent control, weed control, and irrigation system maintenance. In addition, the contractor, on an annual basis, will provide 20,000 square feet of new sod for sports field repairs as well as fresh mulch for all planter beds at no additional cost to the City. The contractor will also be required to replenish playground sand and wood chips on an as-needed basis. Currently, the contract term and all available extensions are expired. Per the City’s purchasing policy, a Request for Proposals (RFP) for the maintenance services was released on April 25, 2024.

On May 31, 2024, the City received seven (7) bids from contractors to provide park maintenance services and a summary of those bid amounts are noted in the table below. Bidders were asked to provide the City with costs associated with two potential service delivery models. One option includes mowing of all City parks on a weekly basis and the second option includes mowing of City parks on a bi-monthly basis. Bi-monthly mowing is the City’s current service model. Based upon review of the bids, Staff recommends approving the weekly mowing service model to provide the best quality service. The recommended service model will include weekly mowing of all City parks and weekly mowing of the City’s athletic fields.

| Contractor | Bid Amount (Weekly Mowing Service) |
|-------------------------|---|
| Brightview | \$381,894.45 |
| So Cal Land Maintenance | \$483,165.00 |
| Nieves Landscape Inc. | \$506,817.67 |
| Mariposa Landscape | \$674,127.09 |
| DMS Facility Services | \$852,822.60 |
| Tropical Plaza Nursery | \$908,853.40 |
| J. Orozco Enterprises | \$4,041,600.00 |

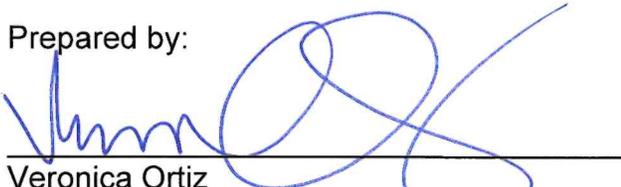
Staff reviewed the bids received for mathematical and other errors and it was determined that the most responsive qualified bidder was Brightview Landscape Services Inc. (Brightview Landscape). Per the Request for Proposals (RFP), the City Council maintains the discretion to award the contract to the most qualified responsive bidder. Staff conducted reference checks on

Brightview Landscape who received favorable reviews from other clients from the City of Lake Forest and the City of Costa Mesa. Based upon their response to the requirements of the RFP, their qualifications, their experience, and reference check, Staff recommends the City Council award an initial three (3) year contract term with two (2) potential one-year extensions to Brightview Landscape for an annual not-to-exceed amount of \$381,894.45 with an additional 10% contingency of \$38,189.44 per contract year for unforeseen maintenance expenses.

FISCAL IMPACT:

The agreement with Brightview Landscape Inc. is for an annual not-to-exceed amount of \$381,894.45. The term of the agreement is three (3) years for a cumulative three-year not-to-exceed contract amount of \$1,145,683.35 with the option to extend for two (2) additional one-year terms based upon contractor performance and at the discretion of the City. Funding for Park Maintenance Services has been included in the proposed Fiscal Year 2024-25 Operating Budget in the Community Services Department for a total of \$350,000. Should the City Council approve the proposed agreement and Resolution No. R-2024-52, a budget amendment will be made to reflect the additional expenditures of \$31,894.45 necessary for the award of the contract in the Fiscal Year 2024-25. Additionally, should the contract be approved, Brightview Landscape will begin providing these services in August 2024.

Prepared by:



Veronica Ortiz
Deputy Director of Community Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with Brightview Landscape Inc.
2. Resolution No. R-2024-52

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BRIGHTVIEW LANDSCAPE SERVICES INC.**

THIS AGREEMENT is made and entered into this 1 day of August, 2024 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and BrightView Landscape Services Inc., a [CA] [Contractor] (“Consultant”).

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Three Hundred Eighty One Thousand Eight Hundred Ninety Four Dollars and Forty Five Cents Dollars (\$ 381,894.45), with a Thirty Eight Thousand One Hundred Eighty Nine Dollars and Forty Four Cents (\$38,189.44) contract change order amount per contract year, totaling Four Hundred Twenty Thousand Eighty Three Dollars and Eighty Nine Cents (\$420,083.89) per year, for a total not to exceed amount of One Million Two Hundred Sixty Thousand Two Hundred Fifty One Dollars and Sixty Seven Cents (\$1,260,251.67) for the three year term.]

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".

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 3 years, ending on July 31, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Contract may also be extended for and additional two one-year terms based on the City's discretion and contractor performance.

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

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

Contractor 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 one hundred and twenty (120) days prior written notice to the City. In addition to and without limiting the foregoing, if the City fails to timely pay any of Contractor's compensation, or any other amount otherwise due under this Agreement, then Contractor after providing the City sixty (60) days prior written notice of such failure, may elect, in its sole discretion, to (i) delay or cancel Services upon further notice to the City, and/or (ii) immediately terminate this Agreement upon written notice to the City.

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 Consultant 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:

BrightView Landscape Services, Inc.
1420 S Allec Street
Anaheim, CA 92805

Tel: 949-466-6734
Fax: 951-684-2785
Attn: Enrico Marogna

IF TO CITY:

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

Tel: 714-993-8232
Fax: 714-961-0283
Attn: Veronica Ortiz

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 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

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

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

CONSULTANT:

Enrico Marogna

Signature

Date: 7/11/2024

Enrico Marogna

Enrico Marogna, Senior Vice President
95-2651541

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Krystle Murillo, Risk Manager

Date: _____

APPROVED AS TO CONTENT:

Matthew Brand, Project Manager

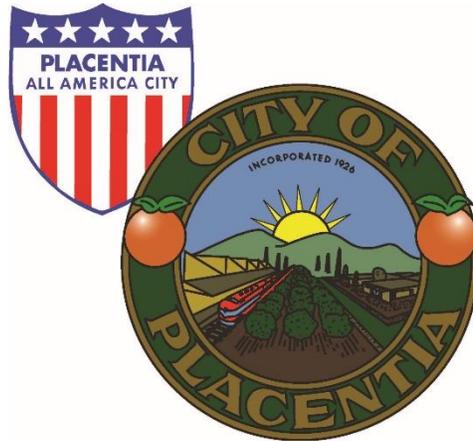
Date: _____

DEPARTMENTAL APPROVAL:

Veronica Ortiz, Deputy Director of Community Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



CITY OF PLACENTIA

NOTICE INVITING BIDS

**MAINTENANCE SERVICES FOR
CITY OF PLACENTIA PARKS AND BALLFIELDS**

Bid No. CS-24-03

Key Bid Dates

Issue Date: April 25, 2024

Questions Due: May 9, 2024 by 2:00 P.M.

Pre-Bid Meeting: May 14, 2024 at 10:00 A.M.

Submittals Due: May 23, 2024 by 4:00 P.M.

Bid Contact Person:

Madelinne Villapando, Management Analyst
Mvillapando@placentia.org

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| | A. General Description | |
| | B. Specifications | |
| III. | Bidder's Proposal Form | Pg. 10 |
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ATTACHMENT A – BIDDER'S STATEMENT AND COMPANY INFORMATION

ATTACHMENT B – SAMPLE CONTRACT AGREEMENT

EXHIBIT I – SCOPE OF WORK AND COST BREAKDOWN

EXHIBIT 2 – INSURANCE REQUIREMENTS

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the City of Placentia, as AGENCY invites sealed bids for the below stated project and will receive sealed bids for the materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in this Bid Package.

RFP FOR MAINTENANCE SERVICES FOR PARKS AND BALLFIELDS

I. BID SUBMITTAL INSTRUCTIONS

- A. QUESTIONS:** Any questions concerning this bid request must be submitted in writing through the City of Placentia's (City) electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by no later than the date and time specified on the cover page of this Notice Inviting Bids. No verbal requests or requests made in any other format will be accepted. Questions must be submitted individually and not in a paragraph format nor combined in a single submission. All posted questions will be answered VIA posting on PlanetBids under the "Q&A" or via in writing and conveyed by posting an addenda under the "Addenda/Emails" tab.
- B. COMMUNICATION:** No employee or agent of the City shall discuss or otherwise communicate with any vendor specific information related to a competitive bid process prior to bid closing, except as described above in the instructions for submitting questions to the City. This process allows staff to respond to all questions through a formal addendum process, whereby all potential bidders receive the same information at the same time. However, general process questions regarding an open bid may be directed to the Purchasing contact listed on the cover page of this Notice Inviting Bids at any time. **BID UPDATES:** All notifications, updates, and addenda will be posted on the City's bid management and publications system at: <https://pbsystem.planetbids.com/portal/54600/portal-home>.
- C. MANDATORY PRE-BID MEETING AND JOB WALKTHROUGH:**
A mandatory pre-bid meeting and job walk will be held on May 14, 2024 at 10:00 AM at:

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

For questions regarding location: Madelinne Villapando
mwillapando@placentia.org

Failure to attend this meeting shall give cause to have your bid declared non-responsive. Contractor's representative must attend the entirety of the meeting and job walk. This informational meeting will be held to allow for site inspection and questions or clarifications of a technical nature and those concerning the City's solicitation process and subsequent contract award. Prospective Bidders should be familiar with this Notice Inviting Bids prior to attending this meeting. Prospective Bidders are encouraged to RSVP on PlanetBids prior to this meeting.

D. BID UPDATES: All notifications, updates, and addenda will be posted on the City's bid management and publications system at <https://pbsystem.planetbids.com/portal/54600/portal-home>.

E. REFERENCES: Contractor shall provide three (3) references, for which Contractor has performed similar services under contracts awarded by a similar public agency, which demonstrate Bidder's ability to provide the supplies, equipment, or services required by this Notice Inviting Bids. References should be included with the Bidder's Statement and Company Information Form (ATTACHMENT A).

City may disqualify a Bidder if:

- a. References fail to substantiate Bidder's description of services and deliverables provided; or
- b. References fail to support that Bidder has a continuing pattern of providing capable, productive, and skilled personnel, or
- c. City is unable to reach the point of contact with reasonable effort. It is the Bidder's responsibility to inform the point of contact(s) of normal City working hours.

F. ALTERNATIVES: All bids with material substitutions or deviations from the specified items will be rejected as non-responsive. Bidders must submit a request for pre-approval of any equivalent, equal, alternative, or changes by following the directions for questions described above, prior to the deadline to submit questions. The City has the option of accepting or rejecting any proposed alternative and any bid that includes alternatives. Brand names, if any, are given for quality control only. Bids on "equals" are encouraged, however, the bidder must give evidence of equal utility and quality by providing specification sheets and description of products proposed as alternatives for each line item, and a description of the request on company letterhead.

G. QUANTITIES APPROXIMATE: Quantities shown on the Bid Form, in an estimate included in the Special Provisions, or elsewhere herein shall be considered as approximate only, being listed for the purpose of serving as a general indication of the amount of work or materials to be performed or furnished, and as a basis for the comparison of bids. The City does not guarantee nor agree, either expressly or by implication, that the actual amounts required will correspond with those shown, but reserves the right to increase or decrease the amount of any item or portion of work or material to be performed or furnished or to omit any such item or portion, in accordance with the Contract Documents, without in any way invalidating the Contract, should such increase, decrease or omission be deemed necessary or expedient.

H. PRICING REQUIREMENTS: Bidders must supply all bid items and provide unit prices for all items listed in this Notice Inviting Bids, including any shipping/handling fees. Bid proposals that do not include all items listed may be deemed non-responsive.

- d. Prices shall be FOB Destination Placentia
 - e. Prices must not include sales tax.
 - f. Pricing must be inclusive of all costs, including but not limited to, direct and indirect costs for labor, overhead, insurance, business expenses, incidental supplies, mileage, and fuel.
 - g. Charges such as FUEL SURCHARGE, DELIVERY FEE, or any other miscellaneous charges must be noted.
- I. TAX:** Do not include sales tax in your unit prices. Bidder shall show as a separate item California State Sales and/or Use Tax percentage. However, sales tax will not be included in during the evaluation of bids.
- J. SITE INSPECTIONS:** When appropriate, Bidders are encouraged to examine the locations, physical conditions, and surroundings of the proposed work sites on their own to determine the extent to which these factors will influence or affect performance of work. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.
- K. AWARD:** The following criteria will be included in the evaluation process for selection of the award recipients(s):
- a. Ability to meet specifications;
 - b. Proposed price;
 - c. Delivery lead time;
 - d. Past record of performance in providing similar services; including such factors as timely response and cooperation

The City reserves the right to award the Contract to other than the lowest Bidder, to reject any or all bids, to cause re-soliciting of the bids, or to take such other course of action as the City deems appropriate at the City's sole and absolute discretion. The City shall endeavor to award contract to the lowest, responsive, responsible Bidder.

L. BID SUBMISSION: No bid will be considered for award unless properly and successfully submitted through the electronic bid management system at: <https://pbsystem.planetbids.com/portal/54600/portal-home> by the date and time specified on the cover page of this Notice Inviting Bids . All bids must be signed by an authorized representative.

All required sections, including pricing, shall be submitted via the website. Bidder is solely responsible for "on time" submission of their electronic bid. The bid

management system will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the bid management system indicating their bid was submitted successfully. The City will only receive those bids that were transmitted successfully. **DO NOT FAX OR E-MAIL.**

NOTE: E-Bids are sealed and cannot be viewed by the City or any other person or entity until the closing date and time. If you need to withdraw your bid, you may do so at any time before the bid deadline, by going back into the system and selecting “withdraw”.

- M. BID WITHDRAWAL:** Bids may be withdrawn by submitting a written request any time prior to the scheduled closing time for receipt of proposal. No proposal may be withdrawn for a period of ninety (90) days thereafter.
- N. REJECTION:** The City reserves the right to reject any or all bids and to waive any minor informality in any bid and to take all bids under advisement for a maximum period of 90 days . The City and Contractor are bound by the procedures set forth in the Placentia City Charter for Public Works Construction contracts and applicable law.
- O. PERIOD OF ACCEPTANCE:** Unless otherwise stated, bids shall be subject to acceptance by the City for a period of ninety (90) calendar days following the opening of bids.
- P. SAMPLES:** When required, bidder shall furnish samples of items free of expense to the City, and if not destroyed by test may, upon r upon request made at the time the sample is furnished, be returned at the bidder’s expense.
- Q. PROHIBITED INTEREST:** Bidder agrees it shall disclose to the City in writing any financial interest, direct or indirect, in Bidder’s business or in this transaction held by any City Council member or any City officer or employee. City reserves the right to refuse any bid if City determines a conflict of interest exists. A conflict of interest may be determined to exist in any instance where the City officer or employee participates in or influences any decision-making process affecting a bid or contract in any way whatsoever.
- R. FAIR EMPLOYMENT PRACTICES:** The Contractor shall complete and enclose with his bid the compliance report attached to the proposal, stating that the Contractor will pursue an affirmative course of action as required by the affirmative action guidelines.

As set forth in Labor Code section § 1735, no discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Government Code section § 12940. Every Contractor for public works violating this provision is subject to all of the penalties imposed for a violation of Labor Code Div. 2, Part 7, Chapter 1.

S. Prevailing Wages: No contractor or subcontractor may be listed on a bid proposal for a public works project or specific maintenance services unless registered with the Department of Industrial Relations (“DIR”) pursuant to Labor Code section 1771.1(a). In accordance with the provisions of Section 1770, et seq., of the Labor Code, the Director of the Industrial Relations of the State of California has determined the general prevailing rate of wages applicable to the work to be done. The Contractor will be required to pay to all persons employed on the project by the Contractor sums not less than the sums set forth in the documents entitled “General Prevailing Wage Determination made by the

Director of Industrial Relations pursuant to California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773, 1773.1.” These documents can be reviewed in the office of the City Clerk or may be obtained from the State DIR. This project is subject to compliance monitoring and enforcement by the DIR. Registration can be accomplished by using the following link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

T. FILING A PROTEST: Bidders may file a protest to an IFB with the City’s Purchasing Department. In order for a Bidder’s protest to be considered valid, the protest must:

- Be filed in writing within five (5) business days after the bid issue date for protests related to specifications or before 5:00 p.m. of the 5th business day following the posting of Bid Results/Notice of Intent to Award Contract on the City’s website;
- Clearly identify the specific irregularity or accusation;
- Clearly identify the specific City staff determination or recommendation being protested;
- Specify, in detail, the grounds of the protest and the facts supporting the protest; and

Include all relevant supporting documentation with the protest at time of filing. If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City shall review the basis of the protest and all relevant information. The City will provide a written decision to the protestor within ten (10) business days from the receipt of the protest. The decision from the Purchasing Manager, or his/her designee, is final and no further appeals will be considered.

Scope of Work

LIST OF PARKS AND FIELDS

| |
|---|
| <u>Bradford Park 1.7 Acres*</u> |
| 136 E. Palm Circle |
| |
| <u>Placentia Champions Sports Complex 13.33 Acres*</u> |
| March, Jenson, and Munoz Ball Fields and Valadez Soccer Field |
| 505 Jefferson Street |
| |
| <u>Goldenrod Park 2.5 Acres*</u> |
| 925 Goldenrod Street |
| |
| <u>Jaycee Parkette .04 Acres*</u> |
| 500 Kansas Street |
| |
| <u>Koch Park 4.3 Acres*</u> |
| 2210 N. Valencia Avenue |
| |
| <u>Kraemer Memorial Park/ Torii Hunter Ball Field 11.41 Acres*</u> |
| 201 N. Bradford Avenue |
| |
| <u>La Placita Parkette .09 Acres*</u> |
| 900 Gonzales Street |
| |
| <u>McFadden Park 3.9 Acres*</u> |
| 900 S. Melrose Street |
| |
| <u>Melrose Elementary School 2.6 Acres*</u> |
| 974 S. Melrose Street |
| Maintenance to athletic field, infield, irrigation, dugouts, bleachers, and adjacent grass area only. Acreage listed does not include hardscape measurements other than dugouts and bleacher areas. |
| |
| <u>Parque De Los Niños/ Los Niños Ball Field 3.8 Acres*</u> |
| 1701 Atwood Avenue |
| |
| <u>Parque De Los Vaqueros 5.4 Acres*</u> |
| 1200 N. Carlsbad Street |
| |
| |

| |
|---|
| Placentia Senior Center .30 Acres* |
| 143 S. Bradford Avenue |
| |
| Richard R. Samp Park 3.4 Acres* |
| 600 Loyola Drive |
| |
| Santa Fe Park 1.1 Acres* |
| 550 W. Santa Fe Avenue |
| |
| Tuffree Hill Park/Tuffree Ball Fields 1 & 2 6.8 Acres* |
| 2101 N. Tuffree Boulevard |
| |
| Wagner Park 1.8 Acres* |
| 700 Trumpet Avenue |
| |
| Valadez Middle School 3.76 Acres* |
| 161 E. LA Jolla Street |
| Maintenance to athletic field, infield, irrigation, dugouts, bleachers, and adjacent grass areas only. Acreage listed does not include hardscape measurements other than dugouts, and spectator viewing areas. |
| |
| Parque De Arroyo Verde 4.4 Acres* |
| 1001 E. Palm Drive |
| |
| *Park acreage represents the park in its entirety including but not limited to: hardscapes, softscapes, playgrounds, sports fields, and buildings unless stated otherwise. It is the responsibility of the contractor to verify park acreage and how its usage is divided up for budgeting purposes. |

The work shall include furnishing all labor and equipment necessary to maintain City parks and ball fields. Duties include, but are not limited to, trash collection, cleaning of city property and parks, maintaining turf, hardscape surfaces, ground cover, shrubs, vines, and trees, maintaining and repairing irrigation systems, maintenance of drainage facilities, maintenance of ball fields, and providing weed and pest control. In the event the contractor does not perform specific duties within the time frame detailed here the City reserves the right to perform the work internally, or to use another contractor, resulting in the incurred cost to be deducted from the Contractor's monthly cost. It will be the responsibility of, and at the expense of, the contractor to bring parks, turf, hardscape surfaces, ground cover, shrubs, vines, trees, irrigations systems, drainage facilities, ball fields, weed abatement, and pest control up to the standards put for the in this scope of work. Please see Exhibit 1 – Scope of Work and Costs Breakdown for a full list of required scope of work.

SCHEDULING OF WORK

The Contractor shall provide the Deputy Director of Community Services or Designee with a proposed yearly maintenance schedule within 30 days of the start of the contract, and weekly schedule submitted the 15th of every month for all scheduled work. The schedule must identify landscape areas and parks to be maintained the following month and the specific tasks to be completed. Regular work done at School athletic fields will be scheduled so that it is minimally impactful to their daily curriculum and schedules. Emergency repairs on School athletic fields will be scheduled so that it is minimally invasive to their daily curriculum and schedules whenever possible. Extra work, or large maintenance projects will be scheduled a minimum of one week in advance with the School with the Deputy Director of Community Services or Designee acting as a liaison with the School. The contractor shall provide the contact information for a primary and secondary person of contact that can effectively communicate in English in speech and in writing. The Contractor shall make all efforts to maintain good and prompt communication regarding the scheduling of work, schedule changes, extra work, and emergency work. The Contractor shall reply to all emails the same day Monday through Friday and respond to weekend emails the following Monday. The contractor shall return all phone calls and/or text messages within one hour Monday through Friday from 7:00am to 7:00pm, and within two hours when called outside of the before mentioned hours or on Saturdays and Sundays. The contractor must be available to do emergency work after hours and on the weekends when needed as designated by the Deputy Director of Community Services or Designee. Schedule **must** follow the maintenance activity schedules outlined within this contract scope of work, found in Exhibit 1.

Failure to comply with the scope of work related to Scheduling of Work shall result in a performance deduction in the amount of \$400.

General/Daily Maintenance

1. Unit price for Bid Item #1 shall be inclusive of the following tasks for every maintenance area included in this contract:
2. The **daily** removal of all trash such as paper, cans, bottles, broken glass, animal feces, and any out-of-place or discarded items upon sight by the contractor.
3. Removal of any dead plant material upon sight by the contractor.
4. The **daily** removal of fallen plant material such as hanging or fallen tree limbs, leaves, branches, and tree bark upon sight by the contractor. Tree branches will be cut up and chipped outside of the City limits when possible. Wood chippers that

are used within the City limits must have a Wood Chipper Safety Shield safety device installed, and utilized during operation.

5. All refuse material shall be disposed of by the Contractor in the City's refuse dumpster.
6. Daily – 365 days – emptying of all trash cans in every park and at various locations throughout the City. All trash cans must be emptied before noon each day.

Playground Maintenance

General/Daily/Weekly Maintenance

1. Clean, rake and level playground wood chips **weekly**.
2. Rototill playground wood chips quarterly.
2. Clean, rake and level play sand **weekly**.
4. Rototill playground play sand weekly.
5. **Daily** removal of leaf litter or other debris from sports courts.

General Property Maintenance

1. All repairs to damaged City property shall be completed within twenty-four (24) hours after the damage is reported or noticed by the contractor's staff.
2. Every instance of damage shall be reported to the Deputy Director of Community Services or Designee.
3. All sidewalks adjacent to City parks shall be swept or blown or cleaned daily, if necessary, to remove any glass or debris. In addition, all sidewalk areas shall be thoroughly cleaned every week on the day the area is maintained including hardscapes, areas around City Facilities in parks, and pool areas. If inclement weather is present (i.e.: rain) then once a week.
4. All sidewalk areas abutting maintained areas shall be cleaned when dirtied by Contractor's operations and at other times as required at the cost of the contractor.
5. All leaves, paper, and debris shall be removed from landscaped areas and disposed of off-site daily.

6. At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e., sidewalks, streets, gutters).

Failure to comply with the scope of work related to General/Daily maintenance shall result in a performance deduction in the amount of \$400. Payment for general maintenance shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days trash was collected during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Weed Control

1. Unit price for Bid Item #2 shall be inclusive of the following tasks:
2. All weeds shall be removed upon sight, on a bi-weekly basis. Planters, non-concrete walkways, i.e.: decomposed granite, natural soil and asphalt, sidewalk expansion joints, planting beds, shall be kept free of grass and weeds at all times.
3. Turf grass shall be weed free at all times
 - Common reed (Arundo Donax) will be 100% controlled due to its fast growth and invasiveness.
 - Broadleaf, Purslane, and clover will be specifically targeted when needed.
4. When requested by the Deputy Director of Community Services or Designee, the Contractor shall spray weeds with herbicide for weed control at no additional cost to the City if control is not maintained as specified in this section. **Preventive weed control is the responsibility of the Contractor. Any pre-emergent herbicide used will be considered a weed management tool and the cost will not be reimbursed by the City.**
5. Monthly, the Contractor shall complete and furnish copies of an herbicide application log to the City.
6. The Contractor shall submit a report naming the herbicide proposed for use, where and how it is to be applied, and a copy of the product label and any applicable M.S.D.S. (material safety data sheets) sheets to the City before use begins.
7. The Contractor shall be responsible for the results of application of all herbicides and chemicals. Plants killed or severely damaged by the use of herbicides shall

be replaced at no cost to the City, with the nearest size nursery stock available to the size of the dead or severely damaged plant. The soil in the area of the affected plant(s) and planting pit shall be treated with activated charcoal and other soil amendments that may be required to enhance the potential survival and growth of the existing or replacement plants. The treatment and materials must be approved by the City and shall be furnished at no cost to the City. All replacements must be made within fifteen days upon discovery by the Contractor and/or the City.

8. Weed Control of Paved Surfaces: Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in cracks, or expansion joints, and areas contiguous to the City Public Landscape, City Facilities in parks, and Pool Areas. To include all areas within the fenced perimeter of pool area. No dyes shall be used when applying liquid weed control to paved surfaces.
9. Weed Control of Landscaped Areas:
 - A. The contractor is required to maintain all landscaped areas in a weed-free condition at all times, and a regular program of chemical application shall be used to prevent, or control weed growth, supplemented by hand removal of noxious weeds or grasses as necessary. Weeds allowed to grow taller than two inches will be removed by hand and not sprayed. Any "non-target" or "desirable" plant material un-intentionally sprayed or removed during manual weeding shall be replaced at contractor's expense.
 - 1) A contact herbicide shall be employed to control broadleaf weeds as required to maintain turf grass in a completely "weed-free" condition without injury to turf.
 - a) Weeds not killed with herbicides shall be removed manually. However, manual weed control shall not be substituted for herbicide applications.
 - 2) In addition, turf grass areas shall be treated as follows:
 - a) Between January 15 and February 15, a pre-emergent crabgrass control shall be applied to all turf areas.
 - b) Twice per year, in December and June, a broad-spectrum fungicide (such as Actizone RZ) shall be applied at the manufacturer's recommended coverage rate.
 - B. All restricted chemicals to be used to control weeds shall be approved by the Deputy Director of Community Services or Designee prior to use. A written recommendation of the proposed restricted chemicals to be used, prepared

by a licensed California Pest Control Advisor accompanied by a Notice of Intent to apply restricted/non-restricted materials form prepared by a licensed Pest Control Operator shall be submitted to the Deputy Director of Community Services or Designee a minimum of 14 days prior to intended use. Additionally, Contractor shall notify the Orange County Department of Agriculture a minimum of 48 hours prior to intended use. No work shall begin until Deputy Director of Community Services or Designee written approval is obtained.

1) Written recommendation shall include the following information:

- a) Owner or operator of the property to be treated;
- b) Location of property to be treated;
- c) Commodity, crop, or site to be treated;
- d) Total acreage or units to be treated;
- e) Identification of weed(s) or pest(s) to be controlled by recognized common name;
- f) Name of each herbicide or device recommended or description of method recommended;
- g) Dosage rate per acre or other units;
- h) Warning of the possibility of damages by the application from hazards that are known to exist; and
- i) Signature and address of the person making the recommendation, the date, and the name of the employer.

2) Chemicals shall be applied only by persons possessing a valid California Pest Control Operators License in the appropriate category. Application shall be in accordance with all governing regulations. Records of all written recommendations and operations stating dates, times, methods of application, approved Notice of Intent to apply restricted/non-restricted materials, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of 1 year. The Deputy Director of Community Services or Designee shall have access to those files as required. After this period, they shall be retained in accordance with Orange County Department of Agriculture Regulations.

- 3) Contractor shall calibrate all chemical application equipment prior to each use to ensure chemicals are applied at the rate specified in the written recommendation.
- 4) All rubber hoses shall be made of neoprene rubber or equivalent material; shall be free of cracks; shall not be weathered, worn, or rotted; and shall be equipped with quick connectors or fittings which shall provide a watertight connection to prevent any leakage of chemicals from the point of connection to spray equipment.
- 5) All pressurized spray equipment, when in use, shall be kept in a state of good repair, safe to operate and shall be equipped with appropriate pressure relief valves. All spray nozzles shall be free of any foreign particles to allow proper control of rate, uniformity, thoroughness, and safety of application.
- 6) All chemical spraying operations shall be performed under acceptable climatic conditions to be determined by the Deputy Director of Community Services or Designee in such a manner to limit drift to twelve (12) inches. All precautionary measures necessary shall be employed to ensure public safety since all areas will be open to public access during application.
- 7) All equipment used to perform chemical application shall be thoroughly cleaned when necessary to prevent injury to persons, plants, or animals from residue of materials previously used in the equipment. Equipment shall be cleaned in accordance with the procedure recommended on the label.

B. Non-restricted chemicals shall be used whenever possible to perform weed control in turf and landscape areas.

- 1) Use of herbicide with glyphosate is acceptable. Other acceptable chemicals are as follows: Roundup Promax, Prodiamine 4L. Whatever pesticide or herbicide is used, the contractor will need to provide the quantities used to so they can be reported to the County as required each year.

D. The Contractor shall not be allowed to use the restricted chemicals 2,4-D and Dicamba without submitting a written recommendation by a California Pest Control Advisor.

- 1) Prior to application, Pest Control Operator shall read product label, identify weed pests in area to be sprayed, and identify environmental

hazards such as waterways, eating and food preparation areas, sensitive ornamentals, production agricultural sites and take all precautionary measures necessary to prevent contamination of these areas.

- 2) Equipment used to apply 2,4-D and Dicamba shall consist of waterproof gloves, waterproof boots, respirator, coveralls, goggles, accurate measuring device, and spray equipment. To minimize drift, a spray thickener may be required.
- 3) Operator shall not apply 2,4-D or Dicamba during excessively hot, dry, or windy periods. Irrigation systems shall not be operated for a minimum of 24 hours after chemicals have been applied. Operator shall spray all target plants to wet. Chemicals shall be applied within the drip line of any ornamental shrub. Large mature weeds should not be sprayed.
- 4) Upon completion of 2,4-D or Dicamba chemical spray application, the area treated should not be re-entered until the spray has dried. Contractor shall be responsible for any on-site signage, posting as well as monitoring access during the chemical drying period.

Failure to comply with the scope of work for weed control shall result in a performance deduction of \$400 per day per incident. Payment for weed control shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days weed control was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Turf Grass Maintenance

Mowing

1. Unit price for Turf Grass Maintenance shall be inclusive of the following tasks:
2. **All turf areas shall be mowed once per week at all parks throughout the contract period.** Exact dates shall be set on an annual calendar to provide 48 mows per year in the City's parks. The "1/3" rule (no more than one-third of the total length of the leaf blade shall be removed with any single mowing shall be followed as closely as possible to minimize mowing stress to the turf grass. Mowing shall be done in such a manner as to minimize the leaving of grass clippings and piles.

3. Mowing shall be performed on the same day each week. Initial weekly schedule must be submitted, and any changes must be approved by the Deputy Director of Community Services or Designee prior to implementation.
4. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within three working days. If adverse weather or ground conditions persist, the Deputy Director of Community Services or Designee may change the annual schedule.

5. Cutting heights shall be adjusted to the type of grass in accordance with the following:

| | | |
|----------------------|--------------------------|----------|
| Bluegrass and Fescue | (June through September) | 3 inches |
| Perennial Rye | (March through May) | 2 inches |
| Bermuda | (Year-Round) | 1 inch |

6. All warm season grasses shall be mowed with a power-driven 7-blade reel type mower. Bluegrass and Fescue may be mowed with either power-driven reel type or rotary type mowers. All equipment shall be adjusted to the proper cutting heights. The mowers shall be maintained and sharpened to provide a smooth even cut without tearing the leaf blade. The reel or blade adjustment shall provide a uniform, level cut without ridges or depressions.
7. When conducting “rotary type” mowing activities in City Parks a mulching deck rotary mower shall be utilized. Contractor shall take special care to completely mulch all grass clippings so as not to leave corn rows or piles of clippings behind. If clippings cannot be completely mulched, then they will need to be removed the same day they are cut.
8. All trash and paper products shall be removed **before** mowing begins and will not be run over by mowing equipment. All grass, leaves, and other debris shall be removed and disposed of off-site, in a lawful manner, at the completion of mowing.
9. All walkways, roadways, trails, or other areas dirtied by mowing operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's mowing operations or the end of the day, whichever occurs first.
10. Irrigation: A regular, deep watering program shall be accomplished to give the best results. The established turf should not be allowed to dry beyond 50% of the soil water holding capacity between watering. At a minimum, omit irrigation the night prior to turf mowing. Contractor shall not irrigate Friday night, Saturday morning, Saturday night or Sunday morning unless absolutely necessary. Contractor shall coordinate irrigation maintenance, repairs and schedules from the City's Irrigation Maintenance Technician or Designee.

11. Care shall be exercised during the mowing operation to prevent damage to trees and other obstacles located within the turf areas such as irrigation heads, irrigation valve boxes, quick couplers/boxes, electrical boxes, or fixtures. **Do not mow areas that are wet.** Alternate mowing patterns whenever possible to prevent wheel ruts. If ruts are made, or damages incurred, Contractor will immediately schedule repairs at its expense.

Renovation, Aeration, and Dethatching:

1. All turf areas shall be aerated twice per year, once between February 15 and March 15, and once between September 15 and October 15 to reduce compaction/ stress conditions, which will offer greater water penetration and reduce runoff. Aeration of athletic fields will be done quarterly. In those areas, when soil condition is poor, top-dress of washed beach sand or Nutri-mulch will be required.
2. Aeration shall be accomplished by removing 3/4" diameter by three-inch deep cores at a maximum spacing of six inches by use of a mechanical aeration machine. Core aeration will precede the biyearly seedings. Tyne aeration can be used when it does not precede a seeding. The contractor shall aerate the entire area first in one direction (east to west), then repeat the operation in the opposing direction (north to south). All cores shall be removed from the turf and disposed of off-site the same day. The contractor shall be responsible for the marking of all irrigation heads, valve boxes, quick coupling boxes, electrical boxes, and any other in-ground equipment that could be damaged by the Aerator tines. Should any of the above equipment get damaged during the aeration process, the contractor shall be responsible for immediate replacement and repairs at the contractor's expense.
3. All turf areas shall be dethatched once per year between September 15th and October 15th before aeration.
 - a) Dethatching shall be accomplished by use of "vertical cut type" dethatch machine. The vertical cutting machine shall be set at a depth to penetrate the soil ¼ inch.
 - b) All thatch and debris shall be picked up and disposed of off-site prior to the end of the workday. After clean-up, mow turf at regular cutting height.
 - c) All walkways, roadways, trails, landscaped areas, or other areas soiled by dethatching operations shall be cleaned and all debris disposed of off-site prior to the completion of this operation or the end of the day, whichever occurs first

ALL AREAS SHALL BE DONE AS STATED IN THE CONTRACT

Refurbishment of Turf grass

Turf areas which have thinned out due to the shading effect of trees and structures, and by foot traffic will be reseeded with an approved grass seed to restore thinning areas at the Contractor's expense. The Contractor shall re-sod 20,000 square feet of turf grass area with a sod type of the City's choosing with complete in place installation on an annual basis at no additional cost to the City. If deemed necessary by the Deputy Director of Community Services or Designee that the area receiving the new sod needs to be scalped first this will be done at no additional cost to the City. Part of the 20,000 square feet can be utilized to replace the edges on the ball field when needed. When putting new sod on edges of ball field infields the sod shall be installed so that it has a zero edge, and the width of baselines, and distance of outfield arches shall be restored to Little League Standards. The City shall determine the remaining locations and quantities for re-sodding efforts.

Winter Overseeding of All Turf Areas

1. Upon the completion of dethatching all grass areas in the fall, winter over-seeding of all turf areas will be required. The over-seeding will be done after the aeration of all grass areas. All Bermuda grasses will be lowered in two continuous stages by mowing with mowers that have sharp, properly adjusted cutting units. This process will be done until the grass height is at 1/2". After the Bermuda grass is lowered, the entire area will be vacuumed. The contractor shall sow "Imperial Blend" or "Perennial Ryegrass" at the rate of 10 lbs. per 1000 square feet or as approved by the Deputy Director of Community Services or Designee. The contractor shall show the empty bags of grass seed to the Deputy Director of Community Services or Designee to prove that the specified seed type and amount was used at each park and/or field.
2. Turf grass areas that have multi-type grasses (i.e.: Kikuyu Grass, Fescue Grass, Bermuda Grass, Blue Grass, etc.) will be over-seeded using the "Imperial Blend" for parks, and "Perennial Rye" grass seed for athletic fields or an approved equal.
3. Fertilize all grass areas to be over-seeded. Broadcast 6-20-20 fertilizer at the rate of 6 lbs. per 1000 square feet or approved equal. Apply fertilizers by constant flow P.T.O. driven rotary spreaders when applicable or walk behind cyclone spreaders in smaller areas.
4. Immediately after dethatching operations with a verticutter, the area will be aerated. These two processes will be followed by motor-driven vacuum to remove all grass clippings and thatch. Perform reseedling operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply seed with a rotary or

drop-type spreader. Install seed evenly by sowing equal quantities in two directions, at right angles to each other. After seeding a layer of washed beech sand or Nutri-mulch will be applied to all athletic fields as directed by the Deputy Director of Community Services or Designee.

5. Cultivate and seed bare areas and aerate compacted areas thoroughly as needed. Where substantial, but thin turf remains, rake, aerate if compacted, and cultivate soil.
6. Remove diseased or unsatisfactory turf areas; do not bury in soil. Remove topsoil containing foreign materials, i.e., gas/oil drippings, stones, gravel, debris, etc.
7. Topdressing, when applicable, shall be applied with materials and methods approved by the Deputy Director of Community Services or Designee.
8. Maintain over-seeded turf areas until successful seed germination and complete establishment of turf have taken place. Over-seeded areas will be maintained until inspection and acceptance by the Deputy Director of Community Services or Designee.
9. After preparation and over-seeding have been completed, the area will be watered. Watering will be three (3) to four (4) times each day, or as necessary in combination with appropriate run time sufficient to maintain even moisture at a depth of 1/2" during daylight hours. Athletic fields will need to remain playable at the direction of the Deputy Director of Community Services or Designee.
10. When the perennial ryegrass approaches a height of 2" to 2½", the first mowing will be done. The grass clippings will be checked for root pulling on the first pass or two. If this happens, the Contractor will readjust his/her mowers and check the blades for sharpness. The contractor may use rotary mowers on over-seeded turf.
11. The rye grass over-seeding will be completely established by November 1.
12. After first mowing, and subsequently thereafter, fertilize with 1 lb. N/1000 SF through the winter fertilization period.

Summer Overseeding of all Turf Areas

1. All bare, worn, or sparse areas in the turf, and all athletic fields shall be reseeded with "Bermuda" seed such as "Saharah II" or approved equivalent to reestablish turf to an acceptable condition annually beginning in May through June or as required to maintain adequate appearance, as determined by the Deputy Director of Community Services or Designee. The seedings may be at different dates depending on the use and needs of the park and/or fields as determined by the

Deputy Director of Community Services or Designee. The contractor shall show the empty bags of grass seed to the Deputy Director of Community Services or Designee to prove that the specified seed type and amount was used at each park and/or field.

2. Reseeding shall be performed in accordance with the following criteria:
 - A) The area will be core aerated, and the cores removed. Perform reseeding operations when soil is dry and when winds do not exceed 5 miles per hour velocity. Apply seed with a rotary or drop-type spreader. Install seed evenly by sowing equal quantities in two directions, at right angles to each other. After seeding a layer of washed beach sand that is approved by the Deputy Director of Community Services or Designee applied to all athletic fields.
 - B) Areas to be reseeded shall be fertilized to provide 1½ pounds of nitrogen per 1,000 square feet. Chemical formulation of fertilizer to be used shall be 10-10-10 unless otherwise specified by the Deputy Director of Community Services or Designee.
 - C) Grass seed shall be applied at the rate specified on the label for the type of seed being used for reseeding. Seed quality shall meet the following criteria:
 - i) Minimum purity shall be 98% weed-free for all grasses.
 - ii) Minimum germination rate shall be 85% for all grasses.
 - iii) No seeds shall be applied without prior verification of seed quality by the Inspector.
 - iv) All seeding equipment shall be calibrated to deliver the desired seeding rate for the specific species or seed mixture to be used before each reseeding operation.
 - v) Once the seed has been applied, the Contractor shall cover all seed and firm the soil with a water ballast roller either empty or partially filled depending upon soil conditions. Seed shall be lightly covered with mulch to prevent erosion and reduce evaporation of soil moisture.

Edging

1. All turf grass borders shall be neatly and uniformly edged or trimmed on the same schedule as the mowing operations unless otherwise specified. String trimmers will not be permitted. All edging is to be completed with a fixed-blade edger, or by hand.

2. Mechanical methods shall be used except where physically impossible, impractical, or around trees. Turf growth around all trees shall be controlled by chemical application, not to exceed a 6" distance from the trunk.
3. Chemical application shall also be used on areas such as along concrete, asphalt, and decomposed granite trails/paths, around sports field equipment, fence lines, etc., but not on the field areas. Do not use around sprinkler heads, valve boxes, electrical boxes, or along sidewalks.
 - A. Before the application of chemicals, all areas shall be trimmed to the proper mow heights.
 - B. Contractor shall use only non-restricted chemicals to perform chemical edging. Chemicals shall be approved by the City before use. A Notice of Intent to apply non-restricted/restricted materials form shall be completed and submitted to the City a minimum of fourteen (14) days before intended use. Agriculture DPTD Haz form shall be provided by the City. No work shall begin until written approval is obtained from the Deputy Director of Community Services or Designee.
 - C. Chemicals shall be applied only by persons possessing a valid California Pest Control Operator's License or Qualified Applicators Certificate. Records of all chemical application operations, authorizations stating dates, times, methods of applications, chemical formulations, weather conditions at the time of application, and applicator's name shall be made and retained in an active file for a minimum of one (1) year. After this period, records shall be retained in accordance with Orange County Department of Agriculture regulations.
 - D. Chemical edging shall be restricted to a four-inch-wide strip around buildings, planters, concrete, decomposed granite and asphalt trails/paths, and other projections, a six inch radius around tree trunks, and an eight inch wide strip around sports field equipment and fence lines.
 - E. Chemical edging shall be performed a minimum of once every 60 days.
4. All walkways, roadways, trails, or other areas dirtied by edging operations shall be cleaned and all debris disposed of off-site prior to the completion of that day's edging operations or by the end of the day, whichever occurs first.

Failure to comply with the scope of work for turf grass maintenance shall result in a performance deduction of \$400 per day per incident. Payment for turf maintenance shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific

days turf grass maintenance was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Shrubs

1. All shrubs and hedges shall be pruned in such a manner that they present a pleasing and natural appearance and do not obstruct the vision from building windows or the vision of vehicle drivers.
2. All shrubs, hedges, and ground vegetation shall be maintained so the vegetation does not overgrow its designated growth perimeter. Along all walks, overgrowth shall not be over four inches.
3. Whenever shrubs die because of vandalism, or acts of God, the Contractor shall call the Deputy Director of Community Services or Designee to confirm the vegetation is dead, request authorization for replanting, replant it, and submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required shrubs. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should shrubs expire due to the contractor's negligence, all replacement charges shall be at the contractor's expense. All damaged, diseased (untreatable), or dead shrubs shall be replaced with the same species and size of the existing plant material at no cost to the City.
4. Contractor shall remove any spent blossoms or dead flower stalks as required to present a neat and clean appearance. Sometimes the plant's flower stalks are many or part of the plant's character (i.e., *Diets*). Coordinate with the City on a plant-by-plant species basis.
5. Shrub mounding shall not exceed eighteen inches in height within areas required for vehicular line-of-sight distance depending upon roadway topography. (The Deputy Director of Community Services or Designee is to be informed by the Contractor if the plant material will continually be a problem.)
6. Formally sheared shrub hedges shall be continually maintained in their formal design by shearing and trimming. These shall be specifically designated by the City and shall not infer that any other shrub shall be sheared or trimmed.

7. Shrubs designed to be grown full size shall not be sheared or trimmed. Selective pruning may be necessary to remove dead, diseased, or intertwining material. Shrubs sheared or trimmed, when they are not designed to be so, shall be replaced at the Contractor's expense in a size designated by the Deputy Director of Community Services or Designee.
8. All shrubs shall be pruned to prevent encroachment onto private property.
9. Pruning Procedures:
 - A. All cuts shall be made sufficiently close to the parent stem so that healing can readily start under normal conditions.
 - B. All limbs one inch or greater in diameter shall be "undercut" to prevent splitting and tearing.
 - C. All equipment utilized shall be clean, sharp, and expressly designed for shrub pruning.
 - D. Avoid pruning plants when seasonal bloom is present (i.e., Indian Hawthorne).
10. All trimmings and debris shall be removed and disposed of off-site at the end of each day's work.
11. Existing shrubs shall be replaced by the Contractor if it is determined by the Deputy Director of Community Services or Designee that they died due to Contractor's neglect. Replacement shrubs shall be of like kind and size.

Vines

1. Vines and espalier plants shall be checked and retied as required. Secure vines with appropriate ties to promote directional growth on supports.
2. Nails shall not be used to secure vines on masonry walls.
3. Contractor shall deep water vines in pockets without sprinklers and where required to promote optimum growth.
4. Pruning of vines will be in accordance with good horticultural practices.
5. Whenever vines die as a result of vandalism, or acts of God, the Contractor shall call the Deputy Director of Community Services or Designee to confirm the vegetation is dead, request authorization for replanting, replant it and

submit an invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required vines. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should vines expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

Ground Cover

1. Contractor shall trim ground cover adjacent to walks, walls, and/or fences as required for general containment to present a neat, clean appearance at four inches maximum from vertical surfaces and six (6) inches back from walk/trail edges, and curbs.
2. Contractor shall prevent soil compaction by regularly cultivating bare spots in all ground cover areas on a monthly basis.
3. Any paper or litter that accumulates in ground cover areas shall be picked up daily.
4. Contractor shall keep the ground cover trimmed back four inches from all controller units, valve boxes, quick couplers, structures or walls, and private property. Ground covers shall not be allowed to grow up trees, into shrubs, or mix in with vines on walls. Ground cover shall be kept six (6) inches from all other plants.
5. All planter areas and tree wells located in the city parks shall be mulched to a depth of 3 inches once per year, along with a pre-emergent application. Mulch for tree wells and planter areas will be provided by the City.
6. Ground cover areas shall be maintained in a manner that will promote the healthy growth of the plant material in a primarily natural state while removing weed infestations.
7. The un-mowed fescue areas may be "mowed" only as often as necessary to control weeds and to maintain the 24-inch maximum height with approval of the Deputy Director of Community Services or Designee. In the fall, the seed heads shall be allowed to remain in order to reseed the area and then removed before they change color.
8. Whenever groundcover dies as a result of vandalism, or acts of God, the Contractor shall call the Deputy Director of Community Services or Designee to confirm the vegetation is dead, request authorization for replanting, replant it and submit an

invoice with the monthly statement for additional labor and applicable materials. The City reserves the right to furnish the required groundcover. The City will use the quoted extra labor charges and unit prices submitted with the proposal for reimbursement. Should groundcover expire due to contractor's negligence, all replacement charges shall be at contractor's expense. All damaged, diseased (untreatable) or dead vines shall be replaced with the same exact species and size of the existing plant material at no cost to the City.

9. All medians, parkways and shrub beds and tree wells shall be mulched once per year by February 1 each year at no additional cost to the City. The mulch application must follow a pre-emergent treatment. The planting of annuals in all landscaped areas shall be completed twice per year at no additional cost to the City.
10. Contractor shall maintain trees to ensure a 15' clearance at all times. On trees where it is not possible or practical to have a 15' clearance the tree skirt shall be raised in a cone shape.

The scope of work for landscape maintenance shall be completed on a bi-weekly basis. Failure to comply with the scope of work for landscape maintenance shall result in a performance deduction of \$400 per day per incident. Payment for landscape maintenance shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days landscape maintenance was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Pest and Rodent Control

Unit price for Bid Item #5 shall be inclusive of the following tasks:

Pest and Rodent control will be used only when advised by the Deputy Director of Community Services or Designee

General

1. Contractor shall be responsible for complete and continuous control and/or eradication of all plant pests, diseases, and rodents. The Contractor shall obtain any necessary permits to comply with City, County, State, and Federal regulations, or laws.
2. All ground cover areas shall receive sufficient applications of snail bait at the rate necessary to control the spread of snails. Spray substitutions must be approved by the Deputy Director of Community Services or Designee.

3. Contractor will assume responsibility and liability for the use of all chemical controls. Pests and diseases shall include, but not be limited to, all insects, aphids, mites, other invertebrates, pathogens, and nematodes. Controls shall include the necessary use of integrated pest management systems involving the use of life history information and extensive monitoring. Control shall be through prevention, cultural practices, pesticide applications, exclusion, natural enemies, biological control, and host resistance.
4. All material used shall be in strict accordance and applied within the most current EPA regulations and the California Department of Food and Agricultural Code.
5. City shall be notified prior to the application of pesticides and other chemicals. Pesticide applications shall be recorded on the Maintenance Schedule and coordinated with Deputy Director of Community Services or Designee. Material use reports for all pesticides shall be filed with the City no later than the 10th of every month for the preceding month.
6. Application of Pesticides
 - A. Timing: Pesticides shall be applied at times which minimize the possibility of contamination from climatic or other factors and at the proper life cycle of the pests. Early morning application shall be used when possible, to avoid contamination from drift. Applicator shall monitor forecast weather conditions to avoid making application prior to inclement weather to eliminate potential runoff of treated areas.

Irrigation water applied after treatment shall be reduced to eliminate runoff. When water is required to increase pesticide efficiency, it shall be applied only in quantities which each area is capable of receiving without runoff.
 - B. Handling of Pesticides: Care shall be taken in transferring and mixing pesticides to prevent contaminating areas outside the target area. Application methods shall be used which ensure that materials are confined to the target area. Spray tanks containing leftover materials shall not be drained on the site to prevent any contamination. Disposal of pesticides and tank rinsing materials shall be within the guidelines established in the State of California Department of Food and Agricultural Code or EPA regulations.
 - C. Equipment and Methods: Spray equipment shall be in good operating conditions, quality, and design to efficiently apply materials to the target area. Drift will be minimized by avoiding high pressure applications and using water soluble drift agents.

- D. Selection of Materials: Pesticides shall be selected from those materials which characteristically have the lowest residual persistence. Use of emulsifiable concentrates shall be used when possible, to limit windblown particles. The use of adjuvants will be to increase pesticide efficiency thereby reducing the total amount of technical material required to gain control.
- E. Substitution: Wherever a specific type of material is specified, no substitutions shall be allowed without the written consent of the Deputy Director of Community Services or Designee.
- F. Certification of Materials: All materials shall be delivered on the site in original unopened containers. Materials shall be subject to inspection by the Deputy Director of Community Services or Designee.

Pest Control

1. All areas of the landscape shall be inspected for infestations of harmful pests such as ants, insects, mites, snails, and sow bugs. Plants shall be observed closely for leaves that may be blotched, blighted, deformed, mildewed, rusted, scorched, discolored, defoliated, or wilted.
2. Identify the cause of injury and consult a Pest Control Advisor before application of chemical treatments.
 - A. The State of California Agricultural Code requires that toxic pest control chemicals may be used only after a written recommendation by a State of California licensed Pest Control Advisor is obtained. A recommendation consists of all the applicator should know for an accurate and safe usage. The recommendation must be time and site specific.
 - B. Application of all pesticides shall be only by a properly State Licensed Pest Control Operator.
 - C. There shall be no application of a pesticide without written permission of the City.
 - D. In case a Restricted Use Pesticide is recommended, the City must have a use permit issued only by the County of Orange Agricultural Commissioner's office.
3. Contractor shall start preventative cultural methods before a pest is visible. At certain times of the year, and with certain environmental conditions, the presence of certain pests can be anticipated. Look at new growth for the presence of aphids, leaf hoppers, scale, mealy bugs, and mites. Look for ants on soil, along walks,

and trunks of shrubs and trees. When ants are present, there will be sucking insects. Control of ants will aid in the control of plant feeding insects. Do not use toxic pesticides to control pests when predatory or parasitic insects are present.

4. Dusty foliage and warm temperatures are indicators of mites. So long as foliage is being washed, mite populations are low. Keep mite populations low to prevent plant injury. Conifers are especially susceptible and often killed by mites.
5. Bark beetles feed in the cambium of scaffold branches and trunks. Older and weaker trees are the first to be infested. Any cause of stress is caused by inspecting trees. Look for ants on the ground or in crotches of branches. Also, there may be branches dying. Control adult beetles before they lay eggs on bark in the spring. All trees near one infested the previous year should be sprayed in March and again in May. On-going inspections are necessary to determine if there is a summer brood.
6. Snails shall be controlled before becoming an epidemic. They can be anticipated as a menace from spring until the advent of high temperatures, wherever moist soil prevails. Control with weekly applications of toxic bait until the youngest brood is gone. The City will not tolerate epidemics of snails.
7. Pruning is an effective prevention of an epidemic of insects and diseases. Pruning away infected parts and disposing of them off-site separates the pest or pathogen from the host. Examples are Pine tree tip moth, Juniper twig girdler, Verticillium wilt, firelight, and some other blights of foliage.
 - A. Some thinning of tree foliage, to provide light and aeration for ground cover, is a type of disease prevention.
 - B. Use care when pruning not to spread disease by keeping all cutting edges sterile by dipping in an alcohol or bleach solution after each cut.
8. The Contractor shall establish a continuing program to control insects and rodents.
9. With the pest control program, the following information shall be provided to the City on a monthly basis:
 - A. The pest to be controlled
 - B. Method of control
 - C. The product labels
 - D. A schedule as to frequency of control
 - E. Applicable M.S.D.S. Sheets
 - F. All mandatory signage

10. Monthly, the Contractor shall complete a pesticide spray log for any pesticides used.
11. When using pesticides, the instructions on the label shall be followed explicitly and special care shall be exercised in the application.

Rodent Control

Contractors shall be responsible for controlling all rodents, as required, on a continual basis. All turf and landscaped areas shall be maintained free of rodents including gophers, ground squirrels, and pests including, but not limited to, snails, sow bugs, aphids, caterpillars, etc., that could cause damage to any plants, shrubs, ground cover, trees, irrigation systems, facilities, or cause erosion. All gopher holes must be leveled and filled on a daily basis.

1. All methods employed to perform Rodent Control shall conform to all federal, state, and county environmental regulations.
2. Rodent Control shall be performed in accordance with the following criteria:
 - A. All rodents to be controlled shall be identified and feeding habits determined prior to treatment of the area.
 - B. All mounds and holes shall be filled and raked level a minimum of 24 hours before treatment.
 - C. Soil shall be checked in the area to be treated to ensure proper soil moisture exists prior to treatment with treated baits.
 - D. All treated bait, traps, and gases used to control rodents shall be placed in the tunnel unless approved by the Deputy Director of Community Services or Designee. Traps shall be covered with soil once inserted into the tunnel to prevent vandalism and to ensure public safety.
 - E. All bait containers and/or applicators shall be of the type that will minimize spills.
 - F. Any and all spilled bait shall be picked up or buried immediately.
 - G. All treated areas shall be inspected after treatment for dying animals. Contractor shall remove all dying animals and/or carcasses and dispose of

them off-site before the end of each workday until the area no longer requires further treatment.

- H. Care should be taken to minimize or control use where domestic pets may come into contact with the poisons. Signage around the applied area shall be considered.
3. Exceptions: Contractor shall be allowed to use Strychnine for Rodent control without prior submittal of a written recommendation from a certified Pest Control Advisor when applied by the following:
- A. All mounds and holes shall be filled and raked level 24 hours prior to treatment with bait. Soil shall be inspected for proper moisture content. Bait shall not be applied to saturated soil. All raked bare soil areas shall be re-seeded upon conclusion of treatment.
 - B. Equipment required for bait application shall consist of a probe, pail, tablespoon, waterproof gloves, respirator, and probing bait run.
 - C. Bait shall be applied in areas where active gophers/ground squirrels have created new mounds. Tunnels shall be probed to locate active runs and treated bait shall be applied in amounts specified in product label recommendations.
 - D. All treated bait shall be placed in the tunnel with a tablespoon or probing bait gun. Strychnine of 1.8 percent or higher shall be applied with a probing bait gun only. All holes shall then be covered. All containers shall be of the type to minimize spills. Any spilled bait shall be picked up immediately or buried in gopher hole.
4. Contractor may also, at their cost hire a licensed private pest control company to conduct rodent control in City Parks if issues require treatment beyond their scope and/or abilities. Contractor will need to provide the City company name, address, contact person, contact person's phone number, and the pest control company must make the City additionally insured per City standards before work can begin. Any damage caused by private pest control companies shall be repaired at the landscape contractor's expense.

Failure to comply with the scope of work for pest/rodent control shall result in a performance deduction of \$400 per day per incident. Payment for pest and rodent control shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days weed control was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Maintenance of Drainage Facilities

The Contractor shall be responsible for continual inspection of surface drains (i.e., bench drains, flow structures, v-ditches), located within each park and landscaped areas on a monthly basis. Surface drains shall be checked and maintained free of obstruction and debris at all times to ensure proper drainage. Remove any debris or vegetation that accumulates and prevents proper flow of water. All drain sumps or catch basins and drain lines shall be cleared as needed and a minimum of twice per year. All other drainage facilities shall be cleaned of all vegetation and debris. All grates shall be tested for security and refastened as necessary. Missing or damaged grates shall be reported to Deputy Director of Community Services or Designee.

Fertilization

Unit price for Bid Item #6 shall be inclusive of the following tasks:

Fertilization will be applied in accordance with FERTILIZER SCHEDULE, or as otherwise directed by the Deputy Director of Community Services or Designee.

Scheduling

All applications shall be recorded and specifically identified on the weekly schedule, indicating the fertilizer used, frequency applied, and the landscape material applied to (i.e., turf, trees, shrubs, ground cover, etc.).

General

Fertilizers shall be inorganic, dry, pelletized formulation. The application shall be in accordance with manufacturer specifications.

Method of Application

In making application of fertilizer granules, precautions shall be taken to contain these materials in the planting areas. Caution should be used when using a cyclone spreader which tends to throw material onto paved areas. The use of constant flow P.T.O. driven spreaders will keep materials contained in planting areas, eliminating sidewalk stains. The Contractor will be responsible for removing all fertilizer stains from concrete caused by his application. Fertilizer shall be applied at the manufacturer's recommended rate. Any fertilizer that is applied to non-target areas such as a roadway, sidewalk, parking lot, etc., will be removed immediately by the contractor. No fertilizer is allowed to enter the storm drain system. The contractor shall choose which methods of removal will work best. (i.e.: sweeping or gas-powered blower, etc.)

Timing of Application

When climatic factors cause problems of the general use of fertilizers, an adjustment of the fertilizer schedule may be necessary. After fertilizer application, monitor the watering schedule to eliminate runoff or leaching of fertilizer materials.

Trees and Shrubs

Fertilizers, pre-approved by the Deputy Director of Community Services or Designee, shall be applied to trees and shrubs that require supplemental feeding. Annual spring feeding shall be done in accordance with the rate indicated by the manufacturer. Fertilization may require deep root feeding or foliar applications to correct iron chlorosis and other micro-nutrient deficiencies.

Landscaped Areas

All landscaped areas shall be fertilized in accordance with the following criteria:

1. All proposed chemical formulations shall be submitted to the Deputy Director of Community Services or Designee for approval prior to use.
2. All fertilization schedules shall commence with the effective date of the contract and then follow the cycles established in the annual schedule.
3. Ground cover areas shall be free of moisture at the time of fertilizer application. Application of fertilization shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.

Soil Tests for Fertilization

Upon request, soil samples for testing shall be taken from landscape locations as determined by the Deputy Director of Community Services or Designee.

1. Samples shall be tested at an agricultural soil testing laboratory approved by the Deputy Director of Community Services or Designee.
2. Contractor shall pay all costs for testing, taking samples, pickup, and delivery to the testing laboratory; all incidentals and no additional payment will be made thereafter.

Ground Cover

Apply fertilizer once per year when directed by the Deputy Director of Community Services or Designee (March) to all landscape areas with a commercial fertilizer as often as required to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package.

Vines

Fertilize all vines with a commercial fertilizer once per year when directed by the Deputy Director of Community Services or Designee (March) to promote a healthy appearance. Water thoroughly to prevent burning. Apply at the rate recommended by the manufacturer that is listed on the package.

Fertilizing of Turf Grass

1. Apply fertilizers so as to provide sufficient nutrients on a regular basis to keep turf grass in healthy looking condition. Fertilizer will be applied as per the fertilization schedule, or as otherwise directed to maintain an aesthetically pleasing turf grass stand. Type of turf and time of year will determine the type of fertilizers used. The frequency of application will greatly depend on the amount of leaching caused by excess use of water. The type of fertilizer used, and frequency applied will be recorded.
2. Use 6-20-20 starter fertilizer at a rate of 1 lb. P and K per 1,000 square feet during over seeding process until first mowing and subsequently thereafter use 15-15-15 fertilizer at a rate of $\frac{3}{4}$ lb. N / 1,000 square feet per month through the winter fertilization period.
3. Winter fertilization period shall begin November 1 and continue until the end of March. A 16-20-20 commercial fertilizer shall be required.
4. For additional or special applications requested by the City of nutrients (i.e., application of additional nitrogen, iron, calcium or gypsum), the Contractor will be paid extra for the special applications. The City will use the quoted extra labor charges and unit cost submitted with the proposal for reimbursement.
6. The Contractor shall supply to the City a list of dates and approximate times each bid area is scheduled for fertilizer application before the Contractor begins fertilization.
7. All proposed changes in formulation shall be submitted to the City for approval prior to use.

8. Turf shall be free of moisture at the time of fertilizer application. Application of the fertilizer shall be done in sections, determined by the areas covered by each irrigation system. All areas fertilized shall be thoroughly soaked immediately after the fertilizer is broadcast.
9. The Contractor shall take precautions to contain the fertilizer to planting areas only. The Contractor shall be responsible for removing all fertilizer stains from concrete caused by his application.

Turf Fertilization Schedule

| <u>FREQUENCY</u> | <u>TYPE & SOURCE</u> | <u>TIME OF YEAR</u> |
|------------------|--------------------------|---------------------------------|
| 1 x | 15-15-15 Commercial | Winter (October 1 – November 1) |

Landscaping Fertilization Schedule

| <u>FREQUENCY</u> | <u>TYPE & SOURCE</u> | <u>TIME OF YEAR</u> |
|------------------|--|-------------------------------|
| 1 x | 40-10-10 Slow Release 4-1-1 w/iron or Approved Equal | March or directed by the City |

Trees

Trees shall be fertilized and aerated by Landscape Maintenance Contractor when directed by Supervisor at the cost of the Contractor in accordance with the National Arborist Association Standard for Fertilizing Shade and Ornamental Trees, National Arborist Association Standards current edition. A three-foot circle of mulch shall be maintained around trees.

Compliance Inspection

Compliance with fertilization specification will be enforced by application inspections, bag counts, and periodic soil analyses by independent soils laboratory.

Failure to comply with the scope of work for fertilization shall result in a performance deduction of \$400 per day per incident. Payment for fertilization shall be for actual quantities completed for each maintenance area. Contractor billing for this activity shall detail the specific days fertilization was conducted during that billing period. Payment shall be made based on the unit bid price and actual quantities completed.

Irrigation System Maintenance

Unit price for Bid Item #7 shall be inclusive of the following tasks:

General

Contractor is required to provide one dedicated qualified irrigation personnel to coordinate maintenance, repairs, and watering schedules with City's Irrigation Technician. The controlling factor in the performance of water management within the City landscape maintenance area is the application of water to landscape plants at a rate which closely matches the actual needs of the plant material with no runoff.

Irrigation/Operation and Maintenance Scheduled Times

1. Irrigation shall be accomplished in accordance with Contractor-provided schedules. The following irrigation times shall be applied to various types of public facilities.

| | |
|-------------------------|-------------------|
| Parks (Sunday-Thursday) | 9:00 PM - 6:00 AM |
| Manual Irrigation | 7:00 AM - 3:00 PM |

Failure to adjust irrigation controllers to comply with designated watering windows, Contractor-provided schedules, and weather will result in a performance deficiency deduction. It is the responsibility of the Contractor to turn off all irrigation controllers in advance of inclement weather.

2. Contractor shall monitor the requirements of the plant material, soil conditions, seasonal temperature variations, wind conditions and rainfall, and shall recommend appropriate changes in duration of watering cycles.
3. Special watering required during daytime hours such as after over seeding, fertilization, during periods of extreme dryness or heat or during manual irrigation cycles shall be conducted in accordance with the following criteria:
 - A. There shall be minimal drift onto private property or roadways caused from the wind.

4. All damages resulting from under or over watering shall be repaired at the Contractor's expense.

Operation/Repair

1. The entire irrigation system, including all components from connection at meters, shall be maintained in an operational state at all times. This coverage shall include but not be limited to the following: all controllers and remote-control valves; gate valves, ball valves, and backflow devices; main and lateral lines; pumps; sprinkler heads; moisture sensing devices; and all related equipment. Contractor is required to notify the Deputy Director of Community Services or Designee of mainline failures within twelve (12) hours of occurrence.
2. All irrigation systems shall be tested and inspected a minimum of every two weeks Monday through Thursday (excluding Saturday and Sunday) and a written report shall be submitted biweekly in accordance with the schedule submitted at the start of the contract showing the location, day of week, and time of day that each system was tested. Any changes shall be submitted for approval prior to enactment. Failure to inspect irrigation systems within the required timeframes shall result in a performance deduction.
3. All systems shall be adjusted in order to:
 - A. Provide adequate coverage of all landscape areas
 - B. Prevent runoff and/or erosion
 - C. Prevent watering roadways, facilities such as tennis, basketball or handball courts, walkways, trails, fences, and private property
 - D. Match precipitation rates
 - E. Limit evapotranspiration loss using State of California ET area ratings.
 - F. Limit hazardous conditions such as swampy, muddy, overwatered areas.
 - G. Contractor will adjust, raise/lower or clean as necessary all sprinkler heads, quick couplers, or valve boxes to continue operation of maximum efficiency and performance.

- H. Sprinkler heads shall be kept clear of overgrowth, which may obstruct maximum operation. Chemical edging around turf heads will not be permitted. Raising heads or lowering grade and reseeded are options to keeping head height in the correct position for maximum effectiveness and will be done so at the expense of the Contractor.
 - I. Contractor will keep system in adjustment by valve or head adjustment to keep all systems operating at manufacturer's recommended operating pressures. This shall be accomplished by valve throttling and pressure gauging. At all times, the valves should be throttled so as to prevent sprinkler heads from fogging, allowing droplets for effective watering. At any time, Deputy Director of Community Services or Designee may request a coverage test at the expense of the Contractor to evaluate proper settings, timing, usage, or maintenance of system.
- 4. All system malfunctions, damage, and obstructions shall be recorded, and the City will be notified of needed repairs. The City either conduct the repairs themselves, or instruct the contractor to make the repairs. If the contractor is directed to make repairs, corrective action shall be taken within 48 hours. Repairs discovered on Friday will need to be repaired the following Monday.
 - 5. In addition to bi-weekly testing, all irrigation systems shall be tested and inspected as necessary when damage is suspected, observed, or reported; daily if necessary.
 - A. Repair malfunctioning controllers, quick couplers, manual or automatic valves and sprinkler heads within twelve (12) hours of receipt of written notice.
 - B. Correct deficient irrigation systems and equipment as necessary following notification from the Deputy Director of Community Services or Designee or Public Works Landscape Inspector.

The Contractor shall turn off irrigation systems in preparation of periods of rainfall and times when suspension of irrigation is desirable to conserve water while remaining within the guidelines of good horticulturally acceptable maintenance practices.
 - C. Once the City representative acknowledges the necessity to turn on the water once again, all controllers shall be activated within twenty-four (24) hours. Irrigation systems that have been off for more than two weeks shall be ran and checked for sticking valves before being turned back on.
 - 6. Adjustment, damage, and repairs shall be divided into the following categories and actions:

- A. Any repairs made by the Contractor will be in accordance with the original details. At no time shall contractor install irrigation heads other than what is on-site at the time of inspection. (i.e.: Rainbird irrigation heads will not be installed where Hunter irrigation heads are the uniform irrigation head.) Failure to comply with this issue will result in a performance deduction issued once every day until mismatched irrigation heads are removed, and the proper heads are installed.

Contractor shall keep an adequate supply of replacement heads on repair vehicle at all times. Contractor shall make repairs immediately using "like" materials to maintain uniformity and to match application rates. Contractor shall replace, at his cost, any irrigation heads installed improperly or heads that do not match existing or "like" heads.

- B. All sprinkler heads shall be adjusted to maintain proper coverage. Adjustment shall include, but not be limited to, actual adjustments to heads, cleaning and flushing heads and lines, and removal of obstructions. Costs for adjustment shall be included in costs for operation and maintenance of the irrigation system.
- C. Repairs to the system caused by conditions under which the Contractor does not have direct control shall be done by others or paid for by the City. Repairs under this category shall be "extra work" and are as follows:
- 1) Theft (missing heads)
 - 2) Storm damage (Acts of God)
 - 3) Damage by others
- D. Damage and repairs shall be divided as follows:
- 1) Minor repairs shall include, but not be limited to, all irrigation components from, and including, the valve to lateral line and heads/emitters, replacement of adjusting pins, friction collars, washers, trip assemblies, tubing, and other small parts. The cost for minor repairs shall be included in the costs for operations and maintenance of the irrigation system.
 - 2) Major repairs shall include all items before the automatic control valve including but not limited to backflow devices, pressure regulators, and mainline control wire (except as previously noted). The cost for major repairs, except as noted, will be considered extra services based on the contract labor and unit cost. Major repairs must be preapproved by the Deputy Director of Community Services or Designee.

- E. Repairs to the irrigation system shall be completed within 12 hours after approval by the Deputy Director of Community Services or Designee for major component damage such as broken irrigation mainlines.
- F. Contractor shall be responsible for adjusting the height of sprinkler risers necessary to compensate for the growth of plant material. If pop-ups are used, adjust the pop-up height, and do not convert to a riser.
- G. Work performed by the Contractor and paid for as extra work will be guaranteed for one year by the Contractor.
- H. Until the ground cover plantings are established, care shall be exercised to minimize the silting of walks from soil erosion by the use of proper irrigation programming. The Contractor shall use repeat cycles to eliminate run-off.
- I. Contractor shall pay for all excessive utility usage due to failure to repair malfunctions on a timely basis or unauthorized increases in the frequency of irrigation. Costs will be determined from comparisons of usage with historical usage for the same time period. Costs to be deducted from monthly payments will be presented to the Contractor by the City.
- J. The Deputy Director of Community Services or Designee will conduct spot inspections to check the accuracy of the Contractor's maintenance reports. If discrepancies are found, the Contractor will have twenty-four (24) hours to correct problems. While the Contractor is correcting problems in unsatisfactory areas, the specified level of service will be maintained in all other aspects of this Contract.
- K. The Contractor shall adjust sprinkler heads and valve boxes to the level of the ground surface as necessary or when instructed by the Deputy Director of Community Services or Designee. Broken valve box covers will be replaced when found by the Contractor.
- L. Control valves, sprinklers, and direct burial control wires shall be located and repaired by the Contractor.
- M. The Contractor shall be responsible for properly removing control clocks needing repair, marking station wires, delivering clocks for repairs to a City-approved repair facility, and reinstalling the control clock with station wires in the original order as found. If repairs encountered will take more than two working days to correct, a temporary controller, supplied by the Contractor, will be installed by the Contractor until the permanent controller can be repaired.

- N. When sprinkler systems are out of service due to the Contractor's neglect, the Contractor shall be required to water by hand or other means in accordance with plant and vegetation needs. This shall not be an extra labor charge.
- O. When rain occurs or is in the forecast with some certainty, all sprinkler system controllers shall be turned off by the Contractor's personnel. The Contractor will notify the City before the turn-off process starts and when the turn-off process is completed. The Deputy Director of Community Services or Designee will confer with the Contractor when the sprinkler system controllers are to be turned back on.
- P. The Contractor shall be held responsible for damage done to sprinkler heads and valves due to careless operation of vehicles and lawn mowers.

7. Personnel

- A. The Contractor shall provide personnel fully trained in all phases of landscape irrigation system operation, maintenance, adjustments, and repair; in all types of components including irrigation controllers, valves, moisture sensing devices, and sprinkler heads; and with all brands and models of irrigation equipment used within the City.
- B. The Contractor shall provide personnel knowledgeable of, and proficient in, current water management concepts, with the capability of working with City staff in implementing more advanced water management strategies.
- C. The Contractor shall provide personnel capable of verbal and written communication in a professional level of English.

8. Materials

- A. All replacement materials are to be with original types and models and replacement valves shall be brass rainbird valves unless the Deputy Director of Community Services or Designee approves a substitute.
- B. Contractor shall maintain an adequate inventory of medium to high usage stock items for repair of the irrigation systems.
- C. Contractor shall implement repairs in accordance with all effective warranties, and no separate payment shall be made for repairs on equipment covered by warranty.

- D. The cost for all irrigation repairs shall be controlled via the unit bid price for extraordinary irrigation repairs.
 - E. All materials are to be new and identical to existing materials unless directed otherwise by the Deputy Director of Community Services or Designee.
9. Invoicing
- A. Additional irrigation supplies or repairs shall be preapproved by the City's Irrigation Technician.
10. Water Management
- A. All systems shall be programmed weekly and/or as needed to maintain healthy plant material and landscape.
 - B. All program changes shall be recorded as part of the monthly invoicing.
 - D. The watering schedule will be established and programmed by the Contractor's Irrigation Specialist and approved by the City's Irrigation Technician. Application rates will be based on the amount the planting areas are capable of receiving without excessive run-off. The irrigation system schedule shall be monitored and adjusted accordingly to maintain the efficient use of water being applied.
 - E. In determining rates of application, soil type, topography, and weather conditions will be taken into consideration. The project sites are equipped with an automatic system that provides for repeat cycles, applying water over shorter periods of time that will allow for proper infiltration and thereby minimize run-off.
 - F. The irrigation system will be physically inspected a minimum of once per week Monday through Thursday to keep the system operating at an optimum level of efficiency.
 - G. Particular observation shall be paid to all slope areas which will, by physical nature, provide for greatest potential run-off.
 - H. Contractor will be responsible for hand watering any areas not provided with an irrigation system.
 - I. In those areas where a drip/water saver system is used, the Contractor will be required to hose off or wash dust/soot off plant material bi-weekly or more often if required to prevent plant damage.

- J. Contractor will be expected to use minimal amount of water in all areas but maintain healthy plant growth.
- K. Where moisture sensing devices are used, continual monitoring will be made to assure units are functioning properly. If malfunction is noted, the Deputy Director of Community Services or Designee will be notified immediately.
- L. Automatic controllers will be kept locked at all times.
- M. All non-stainless steel controller enclosures must be painted as needed to maintain a good appearance. Color will be determined by the Deputy Director of Community Services or Designee. New enclosures shall be made of stainless steel.
- N. Contractor will maintain an active “site schedule” in each controller enclosure. Any changes made in the field or to the current program will be documented on the site schedule to ensure the most recent, active schedule is represented upon review by Deputy Director of Community Services or Designee.

Scope of work for Ball Field Maintenance

GENERAL:

Contractor is to provide the City with an annual maintenance schedule to include all scheduled maintenance and field closures. Maintenance at Placentia Yorba Linda Unified School District (PYLUSD) joint use facility fields will be done on a strict preapproved schedule and plan as to minimize the impact on school activities and programs.

Work shall be performed Monday – Friday, and in emergency situations after hours and on Saturdays and Sundays. The initial week schedule and any change must be approved by the Deputy Director of Community Services or Designee prior to implementation.

All ball field work missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed the following day. Rescheduled work at PYLUSD joint use facility fields will be done in accordance to the preapproved schedule and plan. The contractor will prep ballfields for inclement weather in advance when possible, and work on ballfields afterwards to expedite acceptable playing conditions.

All ballfield areas shall be kept in a debris free condition at all times. Trash cans on the field will be emptied daily.

All animal feces or other materials detrimental to human health shall be removed from the site areas daily.

All broken glass and sharp objects shall be removed daily.

SEQUENCE OF WORK:

- A. The sequence of work shall be the following:
1. Pitcher's Mound, Home Base and Base Areas
 2. Pre-Watering
 3. Nail dragging
 4. Add and work in infield mix and clay in low spots as needed. Infield mix and clay will be provided at the cost of Contractor.
 5. Add soil and/or infield conditioner (extra/optional)
 6. Screening or dragging
 7. Finish Watering

PITCHERS MOUND, HOME BASE AND BASE AREAS:

General:

Remove all runners' bases and protect in place the existing base pegs with protective cap.

Rake and remove all debris from pitcher's mound, home base and runner's base areas, and replace all mound covers when finished.

Pitcher's Mound, bullpens, and Home Base Area:

Sweep and remove loose packing clay/mound mix from the landing area and table of the mound or kick out areas at home plate.

Tamp any uneven packing clay/mound mix.

Lightly moisten the clay to ensure the new packing clay/mound mix will bind to the existing clay/mound mix.

Add new packing clay/mound mix at the cost of the contractor to the worked areas.

Tamp and roll newly installed packing clay/mound mix.

Water the entire pitcher's mound and home base area.

Pitcher mounds and home plate areas should be maintained in good condition at all times and need to be maintained at the Youth League Organization Standards. Pitcher mounds shall be reformed per Youth League Organization Standards twice per year in August and February.

Runners Base Areas:

Using the flat or back side of a landscape rake pull any displaced brick dust material from sliding and lead-off areas. Level the area to the original grade.

Roll the base area with a water-filled turf roller.

Water the entire base area.

PRE-WATERING:

Prior to watering the Contractor shall remove all debris, grass clippings, rocks, weeds, trash, etc.

Apply water to create a damp skin and control dust during future operations.

The use of the automatic/manual irrigation system or hose and nozzle or both shall be utilized for the purpose.

Special care shall be taken to not muddy the skinned infield during this treatment.

NAIL DRAGGING:

Begin nail dragging after initial watering when the surface has a “haze over” after watering (the top layer of the infield will start to dry slightly, giving the infield mix a hazed look somewhat like wax drying on a car), begin the drag process.

The Contractor shall rotate the direction and rotation of the nail drag process to not repeat any two (2) days in a row. The typical direction shall be circular one day and oblong the next.

The Contractor shall not start or end the nail drag procedure in the same location any two (2) Days in a row.

The Contractor shall nail drag the infields at a depth of ¼”. The Contractor shall specifically use a nail drag designed or made for this work. The Contractor shall not use machine mounted grooming tools as they tend to “rip” the infield instead of “raking” the infield.

Every 15 days the Contractor by hand or behind a vehicle drag the nail board across the infield so that a ½" thick layer of the top cushion is worked up until "fluffy".

SCREENING/DRAGGING:

Begin mat/screen dragging after initial nail dragging and the top layer has been worked up per.

The Contractor shall rotate the direction and rotation of the mat/screen drag process to not repeat any two (2) days in a row. The typical direction shall be circular (9'-10') one day and oblong the next moving across the skinned/brick dust infield.

The Contractor shall take extra care to stay a minimum of 6" from all brick dust and turf transition areas during the mat/screen procedure. This will prevent materials from building up in the turf edges and creating a "lip".

The Contractor shall not start or end the mat/screen drag procedure in the same location any two (2) days in a row.

The Contractor shall place and remove the mat/screen on/from the brick dust area. Do not run the mat/screen over the turf. This will eliminate buildup of dirt in the turf

The Contractor shall spread the small pile of brick dust after removal of the mat/screen with a rake to avoid buildup of brick dust and provide a finished look.

The Contractor shall specifically use a mat/screen drag designed or made for this work.

EDGE TREATMENT:

Begin edge treatments after mat/screening has been completed.

The Contractor shall take extra care to keep the skinned brick dust and turf transition areas from creating a "lip".

Broom Method

The Contractor shall use a stiff bristled street broom or rake to sweep and remove at all skinned brick dust and turf transition areas all loose materials lying on the turf back onto the skinned surface.

Hose Method

The Contractor shall use a water hose and nozzle quarterly to wash and remove at all skinned brick dust and turf transition areas all loose materials lying on the turf back onto the skinned surface.

All outfield, infield, wing, and base path turf areas shall be edged to as needed to maintain a clean uniformed look.

FINISH WATERING:

Weather and time of day permitting, apply heavy water to create a soaked skin, but not puddling. The amount of watering should be approximately twice the amount of the pre-watering.

The use of the automatic/manual irrigation system or hose and nozzle or both shall be utilized for the purpose.

The infield turf shall be additionally hand watered whenever necessary.

Special care shall be taken to not puddle the skinned infield during this treatment.

WET CONDITIONS MAINTENANCE:

After periods of inclement weather or irrigation system failure, the contractor shall provide operations to expedite the drying and use of the skinned/brick dust infield. Turface Pro League Elite Natural shall be used whenever possible for drying purposes. Quick dry can be used sparingly with the approval of the Deputy Director of Community Services or Designee.

LASER LEVELING OF INFIELDS:

Laser leveling of all infields will be done every other year on the second of the contract in January or July and scheduled in advance on the yearly maintenance calendar. An appropriate amount of Ultra Blend Pro Infield Mix or approved equivalent will be added if needed. The infields will be ripped, laser leveled, and compacted. New base anchors, pitching rubbers, and home plates will be provided by the City and installed by the contractor. The fields will be maintained by regular maintenance with materials provided at the cost of the contractor, so that string leveling can be used during in between years when laser leveling is not performed. If infields are in good enough condition string leveling can be performed as approved by the Deputy Director of Community Services or Designee instead of laser leveling, and billing will reflect the reduction in work.

MOWING:

All turf areas shall be mowed once per week. Exact dates shall be set on the annual calendar to provide 48 mows per year. Mowing shall be done in such a manner as to minimize the leaving of grass clippings and piles.

All infields, wing areas, and behind home plates must be mowed with a walk-behind mower with a catch.

Additional mowings can be performed at the direction of the Deputy Director of Community Services or Designee.

GUARANTEE AND/OR REPLACEMENT POLICY

The contractor has the ultimate responsibility to ensure that all landscaping, turf grass, and sports fields are maintained in healthy, aesthetically pleasing, and safe conditions. All new plant material and irrigation installations shall be guaranteed for a period of one calendar year except due to "Acts of God", i.e., damage or death of plant material due to wind, storm, vandalism, theft, or other willful acts over which the maintenance contractor has no control. Existing plants and turf grass shall be replaced by the Contractor at the Contractor's expense if it is determined by the Deputy Director of Community Services or Designee that they died due to the Contractor's negligence. All existing plant material that dies as a result of contractor negligence shall be replaced at the Contractor's expense. All irrigation system components that fail or break as a result of contractor negligence shall be replaced by the contractor at his expense.

GENERAL PROVISIONS

Minimum Staffing Requirements

Contractor shall provide adequate staffing levels to service this contract to ensure maintenance activities are completed according to the schedule intervals required herein. If the contractor falls behind schedule additional staff will be required at the contractor's expense to ensure schedules are adhered to. The City requires that the contractor provide one full-time (1) irrigator. The irrigator may not be used to provide routine landscape maintenance services at any time.

Completion of Extra Work

Contractor must utilize separate crews to provide all extra work activities. Contractor may not use regular maintenance crews for extras. Regularly scheduled maintenance work shall be completed in conjunction with extra work and cannot be postponed in order to complete extra work. Failure to comply with this requirement shall result in a \$400 performance deficiency deduction. The billing for extra work performed will be billed on a separate invoice. This invoice will be broken down in detail to show the location of the work, description of the work, the cost of parts, the amount of personnel, and the cost of

personnel. The charges will match the list of pricing that is provided by the Contractor in their initial bid whenever possible. Documentation photos of extra work need to be taken and stored by the Contractor and can be requested at any time by the Deputy Director of Community Services or Designee. In the event that documentation photos cannot be produced the payment for the extra work can be denied by the Deputy Director of Community Services or Designee.

Sand Court Areas

- A. These areas shall include tot lots, play areas, volleyball courts, etc.
- B. All areas shall be maintained weed free on a daily basis.
- C. By the 10th of each month, all sand areas shall be rototilled to the maximum depth that will allow complete loosening of the sand but will not cause lower base materials to be mixed in with the sand. After rototilling, all areas shall be raked level.
- D. Sand shall be replenished as necessary at the expense of the contractor to maintain optimum level in each area, generally six (6) inches below the top of the concrete curbing but dependent upon play equipment footing and final level shall be determined by the Deputy Director of Community Services or Designee for each area. Replacement sand shall be at least equivalent to #25 sieve Silica sand (standard designation of rock product suppliers to denote a type and cleanliness of sand) or the same as existing sand. The Deputy Director of Community Services or Designee will make final determination. A maximum of 11" below slides shall be kept to comply with the Consumer Product Safety Guidelines and National Playground Safety Institute (NPSI) for Playgrounds. Equipment footings and final level shall follow NPSI requirements and approved by the Deputy Director of Community Services or Designee.
- E. All sand areas shall be raked level and free of any foreign debris on a **weekly** basis. Sidewalks adjacent to tot lots shall be swept daily, as required.
- F. If at any time, due to inclement weather or other causes, the sand court areas become flooded and there is standing water, it will be the Contractor's responsibility to remove water immediately.

Engineered Wood Fiber/ Playground Chips

- A. Rototill all Engineered Wood Fiber areas quarterly or when instructed by the Deputy Director of Community Services or Designee. Wood fiber shall be replenished as necessary at the expense of the contractor to maintain optimum

levels as required by NPSI requirements. Replacement wood fiber must be weed-free and certified for playground use as approved by the Deputy Director of Community Services or Designee.

- B. All areas should be kept weed free on a weekly basis.
- C. All areas should be kept trash and debris free on a daily basis.
- D. If at any time, due to inclement weather or other causes, the Engineered Wood fiber areas become flooded and there is standing water, it will be the contractor's responsibility to remove water immediately.
- E. No foreign debris (sand, soil, etc.) should be allowed to mix with engineered wood fiber surfacing.

Rubberized Surface Areas

- A. All areas shall be maintained weed-free on a daily basis.
- B. All areas shall be kept trash and debris-free on a daily basis.
- C. All areas shall be cleaned weekly. Method of cleaning to be determined by the Deputy Director of Community Services or Designee. (i.e.: water, broom, gas blower, pressure washer, etc.) Any damage to rubber playground surfaces must be reported to the Senior Landscape Inspector immediately.

Hard Surface Areas

- A. These areas shall include concrete sidewalks, tennis courts, handball courts, basketball courts, bicycle trails, A.C. walkways, etc.
- B. All areas shall be swept weekly to remove all deposits of silt and/or sand. Hazardous materials and substances will be removed immediately.
- C. All areas shall be inspected daily and maintained in a neat, clean, and safe condition at all times.
- D. Cracks and crevices shall be kept free of weeds at all times.
- E. Once a week all areas shall be thoroughly cleaned by sweeping, blowing or pressure washing as needed.

- F. Special emphasis shall be placed on chemical edging along these asphalt trails to prevent damage by vegetation. All such damage shall be repaired at the Contractor's expense.

General Facility Operations

- A. All drinking fountains shall be kept clean and operational at all times.
- B. All leaves, paper, and debris shall be removed from the landscaped areas and disposed of off-site daily.
- C. All barbecue grills shall be emptied of all ashes at the beginning and ending of the regular work week.
- D. At no time will Contractor be allowed to blow grass cuttings/debris into public streets or gutters without being swept or vacuumed clean. Debris generated from adjacent maintained landscape areas shall be the responsibility of the Contractor to remove, (i.e.: sidewalks, streets, gutters).

General Provisions

- A. ASSIGNMENT:** Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the Deputy Director of Community Services or Designee, and any such assignment, transfer, delegation, or subcontract without the Deputy Director of Community Services or Designee's prior written consent shall be considered null and void.
- B. BID EXPENSES:** The City shall not be liable for any expenses incurred by potential vendor(s) in the preparation of submission of their bids. Pre-contractual expenses are not to be included in the vendor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses uncured by Bidder in:
 - 1. Preparing its bid in response to this Notice Inviting Bid;
 - 2. Submitting that bid to the City;
 - 3. Negotiating with the City any matter related to the bid; and,
 - 4. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
- C. BUSINESS LICENSE:** The City requires any person, including but not limited to, an individual, corporation, or sole proprietor who wishes to conduct any business within the City of Placentia must secure a City of Placentia business license upon award of the resulting contract. The awarded party shall maintain a current

business license throughout the term of the resulting contract. The procedure to obtain a City of Placentia business license is available on the City's website: <https://www.placentia.org/412/Business-Licenses>.

- D. COMPLIANCE WITH LAWS:** Vendor shall, at its sole expense, comply with all applicable technical bulletins, trade, federal, state, and local laws, ordinances, rules and regulations, including, but not limited to laws applicable to the subject matter hereof at the time services are provided to and accepted by the City. Vendor shall comply with all applicable federal, state, and local safety requirements.
- E. DEFAULT:** In case of default by the Vendor of any of the conditions of this bid or contract resulting from this bid, the Vendor agrees that the City may procure the articles or services from other sources and may deduct from the unpaid balance due the Vendor, or collect against the bond or surety, or may invoice the Vendor for excess costs so paid plus reasonable administrative costs. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made.
- F. DELIVERY:** Time of delivery of goods or services is of the essence. City reserves the right to refuse any goods or services and to cancel all or any part of the goods not confirming to applicable specifications, drawings, samples, or descriptions or services that do not confirm to specifications included herein. Acceptance of any part of the order for goods shall not bind the City to accept future shipments not deprive it of the right to return goods already accepted at the Vendor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by the City. Delivery shall not be deemed to be complete until all good or services have actually been received and accepted in writing by City. No minimum delivery amount shall be accepted by the City.
- All goods shall be shipped F.O.B. destination designed by the City. The vendor assumes full responsibility for packing, crating, marking transportation, and liability for loss and/or damage. All transportation charges to be prepaid by the Vendor.
- G. FORCE MAJEURE:** If execution of this contract shall be delayed or suspended, and if such failure arises out of causes beyond the control of and without fault or negligence of the bidder, the bidder shall notify the City in writing within twenty-four (24) hours of such delay.
- H. GENERAL GUARANTEE:** The Vendor guarantees that a) Vendor owns all rights, title and interest in the products and services and has the legal authority to sell, license or otherwise transfer the right to use to the City; b) the products and services are free from defects in material and workmanship for a minimum period of one (1) year from the date of acceptance by the City, unless otherwise stated

as part of the bid; and c) Vendor shall repair or replace all such defective goods F.O.B. destination.

- I. INDEMNIFICATION:** The Vendor guarantees and agrees to indemnify, defend and hold harmless the City against any or all loss, liability damages, demands, claims or costs alleged by third parties arising out of Vendor's performance. This includes defective material and products, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, state or federal codes, ordinances, orders or statues including, but not limited to, the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. This guarantee is in addition to and not intended as a limitation on any other warranty, expressed or implied.
- J. INDEPENDENT CONTRACTOR:** The Agreement between the City and Vendor is not intended and shall not be construed to create the relationship of principal agent, servant, employee, partnership, joint venture, or other association, as between the City and Vendor. The Vendor understands and agrees that all persons furnishing services to the City pursuant to the Contract are, for purposes of worker's compensation, employees solely of Vendor and not of the City. The Vendor shall bear sole liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.
- K. INSPECTION:** City shall be under no obligation to unpack or inspect the products and/or service. The Vendor shall be responsible for the consequences of negligent manufacture and packing, and for the consequences of negligent handling prior to point where City assumes ownership. The expense of subsequent tests due to failure of goods first offered will be charged against the Vendor.
- L. INSURANCE:** Prior to undertaking performance of work under this Contract, Contractor shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described in Exhibit E.
- M. PUBLIC AGENCIES:** Public agencies, as defined by California Government Code section 6500, may choose to use the terms of this Contract or "piggyback", subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.
- N. SUBCONTRACTING:** No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract.

In the event of such a default, the City may immediately terminate this contract. In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provisions: "This contract is a subcontract under the terms of a prime contract with the City of Placentia. All provisions of that prime contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Placentia Business License prior to commencement of work, and during the entire time that work is being performed under the contract. All permits and licenses necessary to the performance of this project shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

- O. TERMINATION:** The City reserves the right to terminate the order or delay delivery or acceptance of any products and/or services ordered resulting from this bid without penalty. Upon receipt of any written notice of termination from City, Contractor shall immediately cease all services hereunder except such as may be specifically approved.

- P. DIR REGISTRATION:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract or public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

- Q. PREVAILING WAGE:** The Director of the Department of Industrial Relations of the State of California has ascertained the prevailing rate of per diem wages in dollars,

based on a working day of eight hours, for each craft or type of worker or mechanic needed to execute any construction or maintenance contract, which may be awarded by Public Works. The current prevailing wage rates as adopted by the Director of the Department of Industrial Relations are incorporated herein by reference and may be accessed at <http://www.dir.ca.gov/> (General Prevailing Wage determination made by the Director of Industrial Relations/ Pursuant to California Labor Code Part 7, Chapter 1 Article 2, Section 1770, 1773, and 1773.1)

Contractor is required to pay the prevailing wage rate referred to above and is responsible for selecting the craft/classification of workers which will be required to perform this service in accordance with the Contractor's method of performing the work. Pursuant to Section 1175 of the Labor Code (State of California) Contractor shall forfeit \$50 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rates for any public work done under this Contract or by any subcontractor.

1. Prevailing Wage Compliance and Monitoring:

Contractor is aware of the requirements of the California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et, seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirement on "public works" and "maintenance" projects. Since the services are being performed as part of an application "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensation is \$1,000 or more, Contract agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contract shall make copies of the prevailing rates of per diem wages in effect at the commencement of this Agreement/Contract. Contract shall made copies of the prevailing rates of per diem wages of each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the job site. Contract shall defend, indemnify and hold harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

R. TIME FOR COMPLETION OF WORK AND LIQUIDATED DAMAGES: Contractor shall complete work specified herein within the agreed Schedule of Performance per the Agreement after the commencement date stated in the Notice to Proceed. The City will assess liquidated damages at the rate of \$500 per calendar day that the Contractor exceeds the specified date of completion.

ATTACHMENT A

BIDDER'S STATEMENT AND COMPANY INFORMATION

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder Name

Business Address

City, State Zip

()

Telephone Number

Contractor Name

Contractor's DIR Public Works Registration Number

State Contractor's License No. and Class

Original Date Issued

Expiration Date

The work site was inspected by _____ of our office on _____,
20__.

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

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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.

Company Name

Signature of Bidder

Printed or Typed Signature

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

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. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager: _____

| | | |
|-----------------|--------------|----------------|
| _____ | _____ | _____ |
| Contract Amount | Type of Work | Date Completed |

2. _____
Name and Address of Public Agency

Name and Telephone No. of Project Manager: _____

| | | |
|-----------------|--------------|----------------|
| Contract Amount | Type of Work | Date Completed |
|-----------------|--------------|----------------|

3.

Name and Address of Public Agency

Name and Telephone No. of Project Manager: _____

| | | |
|-----------------|--------------|----------------|
| Contract Amount | Type of Work | Date Completed |
|-----------------|--------------|----------------|

ATTACHMENT B

SAMPLE CONTRACT AGREEMENT

(SEE ATTACHMENT)

EXHIBIT 1

SCOPE OF WORK AND COST BREAKDOWN

(SEE ATTACHMENT)

EXHIBIT 2

INSURANCE REQUIREMENTS

(SEE ATTACHMENT)



BrightView 

**Maintenance Services for
City of Placentia
Parks and Ballfields**

City of Placentia

City of Placentia
401 E Chapman Ave
Placentia CA, 92870



May 31, 2024

City of Placentia
Madelinne Villapando, Management Analyst
401 E Chapman Ave
Placentia CA, 92870

RE: MAINTENANCE SERVICES FOR CITY OF PLACENTIA PARKS AND BALLFIELDS

Dear Madelinne,

BrightView is pleased to submit a proposal for Maintenance Services for City of Placentia Parks and Ballfields. With specific expertise and knowledge that comes from being the Official Field Consultant for Major League Baseball, BrightView is committed to manage your landscape in a safe, proactive, and cost-effective manner that reinforces our commitment to the City of Placentia and its residents. The enclosed proposal was developed in response to your Request for Proposal and will demonstrate how our experienced and skilled team will achieve your landscape goals and keep the City of Placentia's sites always looking their best.

- **Safe Work Environment** - The safety and wellbeing of the general public, visitors, district employees, and our employees is of paramount importance to our operation.
- **Accountable for High Quality Work** – Your dedicated Account Manager completes an area specific checklist and quality evaluation form on a regular basis and reviews it with our crew members prior to the service day to assure we complete the scope of work and exceed your expectations. We utilize our Quality Site Assessment (QSA) tool to help keep you informed about your landscape.
- **Consistently Employ Best-Practices** – We will create area specific maintenance schedules that comply with the Request for Proposal document and specifications for the City to ensure that every task gets completed on schedule and no details are overlooked.

As an experienced partner delivering both local expertise and national resources, we understand how a well-maintained landscape attracts people, adds to your property value and contributes to your success. When you partner with BrightView, you will have a team of local professionals dedicated to this careful stewardship of your landscape and its enduring beauty and value.

Thank you for this opportunity to submit this proposal. Feel free to contact me at (951) 406-5904 or by email at david.moo@brightview.com with any questions.

Sincerely,



David Moo
Business Development Executive

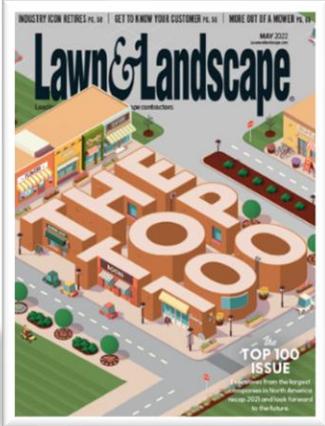
What's Inside

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BRIGHTVIEW EXPERIENCE & EXPERTISE

BrightView Landscape Services has over 140 years of industry experience between both legacy organizations (Brickman Group & ValleyCrest). Enhancing the American landscape since 1939, BrightView Landscape Services maintains long-term relationships with its clients by offering the highest quality landscape management services at competitive rates. This formula has enabled BrightView to grow from small family-owned businesses to a recognized national industry leader.

Our services include landscape maintenance, landscape architecture and installation, irrigation and arborist services, forest management, sports turf care and snow management. BrightView's experienced, local teams ensure that your assets are more than simply maintained - they are enhanced to achieve maximum appeal and benefit. With 270 branch offices in 43 states, and our Local Branch in Anaheim, BrightView's structure ensures quality and service are delivered by a local, well-trained and professional staff.



Official Field Consultant for Major League Baseball



BrightView serves many municipalities, Fortune 500 corporate headquarters, research & development centers, office parks, college campuses and other large, prestigious properties, but our pride and joy is in ball fields.

BrightView is the **Official Field Consultant for Major League Baseball**. Our teams specialize in the knowledge and expertise to keep ball fields looking their best, provide optimal performance, and ensure player and spectator safety. When it comes to ball fields, no one does it better than BrightView.

Our professionals draw on vast experiences from around the country to ensure that we provide beautiful, safe, and enjoyable fields for athletes and spectators of all ages. Mowing techniques, maintenance of mound and plate areas, proper raking and dragging techniques, drying an infield skin, maintaining grass edges, and preparing/watering infield skin before a game are all areas that we excel in.

BRIGHTVIEW LICENSES & CERTIFICATIONS



Contractor Information

Legal Entity Name
BRIGHTVIEW LANDSCAPE SERVICES, INC.

Legal Entity Type
Corporation

Status
Active

Registration Number
1000005364

Registration effective date
07/01/23

Registration expiration date
06/30/24

Mailing Address
27001 Agoura Rd Ste 350 CALABASAS 91301 CA United States of America

Physical Address
27001 Agoura Rd Ste 350 CALABASAS 91301 CA United States of America

Email Address
julianne.seeley@brightview.com

Trade Name/DBA
BrightView

License Number (s)
CSLB:266211
CSLB:266211

Registration History

| Effective Date | Expiration Date |
|----------------|-----------------|
| 06/17/18 | 06/30/19 |
| 06/14/17 | 06/30/18 |
| 06/08/16 | 06/30/17 |
| 06/22/15 | 06/30/16 |
| 01/13/15 | 06/30/15 |
| 07/01/19 | 06/30/20 |
| 07/01/20 | 06/30/21 |
| 07/01/21 | 06/30/22 |
| 07/01/22 | 06/30/23 |
| 07/01/23 | 06/30/24 |



BRIGHTVIEW LABOR PLAN

There will be 8 employees dedicated to meet the landscape needs of the City of Placentia. There will be 4 Landscape Professionals, 1 Irrigator, 1 Spray Technician, 1 Production Manager, and 1 Account Manager.

- 1) **Mow Crew** – The Mow Crew will consist of 2 landscape professionals to handle the all the landscape turf maintenance of the City of Placentia. This crew will handle all mowing and edging of turf as well as all overseeding, renovation, aeration, and dethatching.
- 2) **Detail Crew** – The Detail Crew will consist of 2 landscape professionals that will handle all traffic control, trash control, tree and shrub care, insects and disease control, fertilization, ground cover control, watering, weed abatement, and hand-pruning.
- 3) **Irrigation Crew** – There will be 1 full-time irrigation technician to handle all the irrigation needs of the contract. Aligned with the goal of actively pursuing water conservation, this irrigation technician will handle all irrigation system checks as outlined in the scope of the RFP.
- 4) **Spray Crew** – There will be 1 spray technician to handle all the weed and pest control needs of the contract. This licensed spray technician will safely and effectively use herbicides, pesticides, and fertilizers to care for the landscape.
- 5) **Dedicated Production Manager** – The Production Manager will be thoroughly familiar with and able to perform all aspects of the landscape maintenance. The Production Manager will oversee all crew leaders to ensure safety and quality to ensure all BrightView production standards are met.
- 6) **Dedicated Account Manager** - BrightView will provide one dedicated Account Manager as the liaison between the City of Placentia and BrightView who is ultimately responsible for customer satisfaction. Your Account Manager will be responsible for caring for the landscape maintenance for the City of Placentia. Your Account Manager will be responsible for ensuring that every facet of the scope of work is adhered to safely and in excellence.



BRIGHTVIEW START UP PLAN

BrightView's transition process is a documented action plan that involves both senior and site management by the customer and BrightView. This process starts out with the overall vision and goals of the partnership. Implementation plans with specific details and schedules are developed. Timely meetings to review progress are scheduled for both individual sites and overall teams to ensure success.

Job start-Up Needs Evaluation:

- Initial job site walk-through is done prior to job start-up to determine specific site-related needs of the customer. Site-specific issues are discussed. A site walk-through is then performed asking more site-specific questions, which clarify the customer needs.
- Specific goals set for upcoming year
- Daily, weekly, monthly communication process finalized

Goals of Initial Site Meeting:

- Establish a weekly communication process (meetings, reports, etc.)
- Clearly establish expectations using contract specifications and current knowledge of site management
- Present schedule of operations in Gantt format
- Identify ALL special situations, issues, areas & processes
- Clearly establish a base safety process and site-specific processes
- Document a process for out-of-scope work (P.O., sign-off, billing)
- Share emergency call process
- Set short-term improvement goals
- Benchmark existing site status, conditions, and opportunities for improvements



- At our initial kick-off meeting we will confirm communication protocols, review the contract and scope of work along with a timeline on completion of key site initiatives. Moreover, we review our safety protocols, our QSA process and scheduling, and discuss pre-approval thresholds on emergency spending. Here's what to expect in the first 6 months with BrightView at our 30-, 60-, 90-, and 180-day milestones:

30

- Monthly Review: Client, Account Manager, and Branch Manager
- Review agreed upon first month expectations, progress on key initiatives, and lessons learned
- Implement course corrections as may be needed
- Perform site QSA with client
- Confirm site maintenance plan (key site initiatives) for next 30 days

60

- Monthly Review: Client, Account Manager, and Branch Manager
- Confirm scope alignment & expectations are being exceeded
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives
- Client Survey touch point

90

- Business Review: Client, Account Manager, and Branch Manager
- Review 90 Day Follow-up Partnership Transition Guide
- Review details on QSA and any carryover items
- Check progress and/or completion of key site initiatives

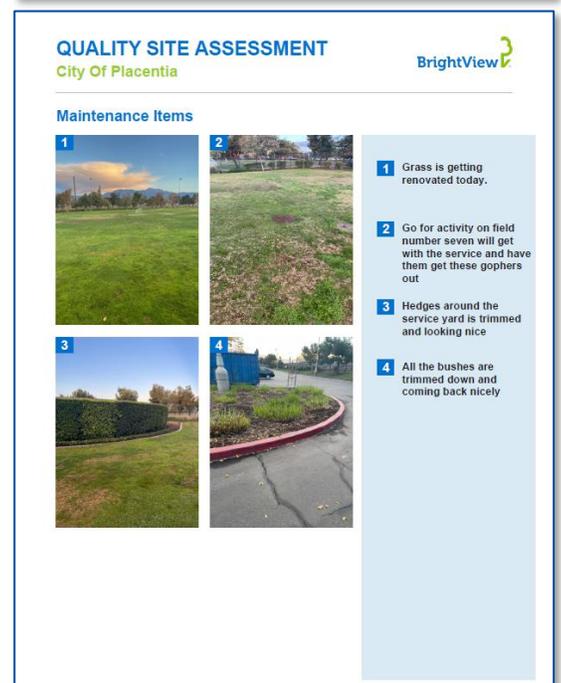
180

- Business Review: Client, Account Manager, and Branch Manager
- Confirmation of team exceeding expectations, developing partnership
- Review details on QSA and any carryover items
- Review/Update Client Partnership Plan for following season

QUALITY CONTROL: COMMUNICATION & REPORTING

To ensure a successful partnership, effective communication is one of our top priorities. We believe strongly in being proactive in our communication and have designed several forms and checklists our customers find valuable for staying apprised of their landscape status and maintenance activity. Additionally, we are equipped to respond quickly to new and unexpected needs as they arise.

- Inspect sites weekly during all seasons
- Report our maintenance activities in compliance with RFP
- Provide digital photos to verify technical issues, damage, and plant and tree health
- You have 24/7 access to your Account Manager by telephone and email. All issues that arise will be treated with a sense of urgency and addressed with due diligence.
- Emergencies that occur outside of regular business hours will be dealt with depending on the severity of the situation. You can expect a response and proposed solutions to after hour’s emergencies within two hours or less.
- We judge our success by the complete satisfaction of our customers. We continually collect feedback through a comprehensive customer satisfaction program. We use the valuable insight gained through our survey program to determine system improvements and guide the content of our employee training program.
- Every customer we partner with has the opportunity to formally evaluate our work product, service and relationship at least once a year through our Client Satisfaction Survey via a third-party vendor. Your feedback is important to us. We pay attention to the survey results and follow-up with a summary of each one to learn how we can improve.



QSA REPORTS

- To ensure a successful partnership, effective communication is one of our top priorities. We found the best way to keep our customers highly satisfied is to make sure we understand your current needs and priorities. We will provide proactive communication on a monthly basis that includes images, pricing and recommendations that will give you a full view of your landscape. We employ a range of tools and reports including the Quality Site Assessment (pictured), Activity Reports and many more.

QUALITY SITE ASSESSMENT
City Of Placentia BrightView 

Completed Items



1 Brazilian Peppertree needs to be lifted up hanging too low



2 Front entrance daylilies getting big. Covering the sign. Will cut them down next month when we renovate the park



3 Pepper trees need to be lifted, hanging too low



4 Roses were the Edison truck that was stolen and ran over them. Seems to be coming back to life. We will monitor them if not we will see about replacement

QUALITY SITE ASSESSMENT
City Of Placentia BrightView 

Completed Items



5 Checking the hotspots and the turf getting ready for the renovation



6 Few more hotspots also get them ready for the renovation



7 Variegated Delilis looking good



8 City staff or user group, removing trash bags from the cans which leak onto the concrete

Reporting and Analytics

- Review of monthly inspections
- Address outstanding concerns and review accomplishments
- Robust financial visibility and strategic guidance
- Enable benchmarking and leverage best practices

SAFETY FIRST

BrightView is the landscape partner who believes safety is much more than the gear we wear – it’s woven into the fabric of our company.

In the landscape industry, the average OSHA Recordable Incident Rate is 4.20. At BrightView, our number is consistently well below; in fact, last year our rate was 1.9. We’re sharing this because we believe that when it comes to safety, there’s no reason to be shy.

Train, Check & Reinforce

Team members undergo extensive vetting and training before they serve you, including E-Verify, initial and ongoing driving record checks and drug and alcohol screenings. New hires undergo our safety orientation and must receive certification for every piece of power equipment they’ll use. We also utilize a buddy system for new hires, pairing them with more tenured team members who help them learn the ropes.



However, our focus on safety doesn’t end there. Crews participate in weekly safety meetings, which review how to avoid hazards relevant to the current season. Our management teams also participate in a weekly safety call, where they review any opportunities for improvement and strategize how to address them. Finally, we conduct periodic jobsite inspections to ensure safety best practices are always in use at your facility.

But it’s not all work and no play. We believe safety should be celebrated. That’s why we’ve created a reward system for safety compliance and make recognition of those who have exhibited good safety behaviors a key part of our morning pre-dispatch routine.

Before We Arrive

Our safety preparations begin well before we set foot on your property. Teams begin the day with “Stretch and Flex”—a time for everyone to stretch together to prevent soft tissue injuries, review safety practices, and discuss any potential hazards. Before leaving the yard, we inspect our personal



BrightView crews begin their day with Stretch-n-Flex.

protective equipment (which we require and provide), supplies, and ensure an ample supply of water to keep the team well hydrated. Finally, we inspect our trucks and trailers to ensure they’re roadworthy and compliant with regulatory agencies. These daily inspections help us remedy and identify any deficiencies that could cause harm to our teams or the public.

On Your Property

We're easy to spot, but that's intentional. Our attire is designed to make it easy to identify who is part our crew and enhance visibility for your safety and ours. In addition to our company-issued PPE, our crews are fully uniformed in seasonally appropriate gear, which always includes name badges and safety vests. Our vehicles are logoed and feature our distinctive livery, while cones are used to mark safety zones.

However, what's not visible is one of the features we're most proud of: our Stop Work Authority. The Stop Work Authority empowers every team member to take safety into their own hands. Crew members are encouraged to stop a job if they personally feel unsafe, or witness something that could put a teammate or the public in peril.



BrightView focuses on safety throughout everything we do.

Continuous Improvement

Though our OSHA incident rate is significantly better than the industry average, there are always opportunities to improve. Hazards, near misses, and concerns are always submitted to our Branch Safety Leaders for review and correction, if needed. In the event of an injury, a root cause analysis is conducted to ensure future incidences are prevented.

We're proud of our safety program, but that's not the only reason we're sharing these details. We're providing this information because we believe it should be readily available to you, to aid in your selection process. The patients who entrust you with their care have confidence they'll be in good hands. We want you to have that same confidence in us.

Additional Safety Measures Include

- **New Hire Safety Orientation**
- **New Hires Wear Orange Vests for Better Oversight**
- **Extensive Driver Safety Certification Program**
- **Certification Required to Use All Power Equipment**
- **Take 2-Two Inspection at Each Job Every Day**
- **Mandatory Weekly Field Crew Safety Meetings**
- **Reward System for Safety Compliance**
- **Weekly Management Safety Calls**
- **Certified in Traffic Control**



BRIGHTVIEW CAPABILITIES

Our people create and maintain the best landscapes on Earth.

We judge our success by the complete satisfaction of our customers. Every member of your landscape team will strive to earn your trust and loyalty through a proactive relationship in which we consistently perform work of the highest quality with unparalleled responsiveness.

Our ability to offer industry leading standards to our customers is attributed to our quality assurance and continuous improvement programs we have developed over our history.



Our Mission

To create customer value through engaged local teams, providing industry-leading landscape services.

DESIGN

Forward-thinking, constructible design that considers future operating costs.

*Landscape Architecture & Planning
Design Build
Program Management*

DEVELOP

Seamless project delivery that meets your goals, on-time and on-budget.

*Planting
Hardscaping
Pools & Water Features*

ENHANCE

Thoughtful improvements to enrich your landscape's appearance and sustainability.

*Enhancements
Sustainability
Water Management*

MAINTAIN

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future.

*Landscape & Tree Care
Snow & Ice
Exterior Maintenance*



BrightView team members participate in strict quality standards and continuous improvement training to ensure the service you receive is impeccable, efficient, and always excellent.

BrightView Standards of Excellence

Our proprietary Standards of Excellence promote best practices among the most common areas of landscape maintenance, enabling us to develop a cohesive, consistent strategy for your property. With a shared commitment and a focus on these standards, we will improve the quality of your landscape maintenance.

Our Standards of Excellence include:

- Site Cleanliness
- Weed Free
- Green Turf
- Crisp Edge Beds
- Spectacular Flowers
- Uniformly Mulched Beds
- Neatly Pruned Trees & Shrubs



Quality Site Assessments

Your partnership with BrightView begins with a promise: quality landscape and client centric customer service. BrightView's formal Quality Site Assessments ensure we keep that promise. Our QSAs deliver:

- A forum for you to share feedback
- Progress updates on our work
- Time set aside to discuss opportunities
- A stronger partnership with you in the management of your landscape
- Accountability that ensures your landscape's success



BRIGHTVIEW KEY PERSONNEL



Victor Hernandez – Account Manager

Victor has been in the landscaping industry for over 20 years. Since the age of 18, Victor has been specializing in servicing commercial landscape and industrial landscape properties. He has grown to become one of our team's most trusted Account Managers and will be tasked to oversee the City of Placentia landscape maintenance.

Victor will oversee all the crews for the City of Placentia landscape maintenance. He will be the primary customer contact accountable for customer satisfaction. He will ensure compliance with job specifications and quality. He will manage crew schedules, ensure readiness of workers, tools, and materials, and ensure safe working conditions. In addition to regular phone calls and texts, Victor will use the QSA Reports to communicate in writing and through photographs to capture the condition of the property and chart improvement opportunities. Victor will always be available for regular walks to review performance and go over any job details.



Leon Vitort – Senior Branch Manager

Leon has over 32 years' experience in landscape operations management in Southern California and has overseen the landscape maintenance for the City of Costa Mesa, City of Lake Forest, City of Upland, City of Riverside, City of San Juan Capistrano, City of Laguna Beach and many other municipalities. He is in charge of the overall quality of the Branch. Leon's skills include vast horticultural knowledge, leadership abilities, strong customer service, attention to detail, and the ability to mentor employees.

Leon will also be available for regular meetings and property walks with the City of Placentia. Leon will help ensure quality and efficient landscape management. He will consistently improve best practices for the Branch while leading and supporting all Branch personnel. Leon will lead a culture focused on safety, service, and quality and provide vision and direction, ensuring all team members understand the Branch's goals and objectives.



David Howell – General Manager

David has over 20 years of operational management experience in the landscape industry. David's oversight and management has led our teams to an exemplary OSHA safety record as well as hundreds of extremely satisfied customers. He is responsible for training, counseling, developing growth plans, and driving customer satisfaction through proactive, consistent quality service. David will work directly with the local crew to leverage national resources and implement industry leading operational principles.

BRIGHTVIEW TRAINING

Our employees are constantly trained in their individual areas and are fully capable of providing the highest quality of services. Through our “BRIGHTPATH PROGRAM” we offer training for entry level individuals and a career path for growth to all levels of employees. All Project Managers and Supervisors are supported by a new BrightView App which provides them with the tools they will need, such as a complete trainer guides and skills matrix.

This program not only Increases team member satisfaction and retention, but it also ensures the delivery of ready, trained, safe and enabled crews who provide consistent, quality service to our customers. With ongoing training and coaching they will acquire new skills and develop professionally and grow in their careers at BrightView.

Driver safety is included in BrightPath Training and is a regular topic of safety tailgates. BrightView trains drivers using the Smith System - 5 Rules of Safe Driving. We perform daily inspections on all vehicles. BrightView utilizes an electronic Driver Vehicle Inspection Report tool to ensure all vehicles are checked daily, Federal DOT requirements are met and to keep our equipment properly maintained and operational.

Our crew vehicles are equipped with all the standard safety devices outlined above. Each morning, prior to the workday, crew leaders inspect all trucks and trailers. BrightView also has extensive driver safety certification program, mandatory weekly field crew safety meetings and weekly management safety calls.

At BrightView, we believe it is our duty and responsibility to help ensure that every single employee arrives home safely to their family each day. The safety and well-being of our customers, visitors to your property, the general public, and our employees is our top priority. From the moment we gather at 6a.m. for ‘stretch-and-flex,’ to the moment we arrive on-site at your property, we are living out the safety promise we’ve made to each other and to our customers.

As an organization committed to constant improvement, we actively work to continue developing a best-in-class Safety Management System that results in zero injuries to our team members and injury rates well below the national industry average. BrightView is invested in a structured and disciplined safety excellence initiative that protects and fosters a safe environment. With safety managers assigned to every branch office, we take pride in conducting our business operations in a manner that helps to ensure the safety and well-being of our teams and the communities in which we operate.



ATTACHMENT A
BIDDER'S STATEMENT AND COMPANY INFORMATION

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

BrightView Landscape Services, Inc.

Bidder Name

1420 S Allec Street

Business Address

Anaheim, CA 92805

City,

State

Zip

(951) 406-5904

Telephone Number

BrightView Landscape Services, Inc.

Contractor Name

1000005364

Contractor's DIR Public Works Registration Number

266211 (C27)

State Contractor's License No. and Class

12/03/1970

Original Date Issued

03/31/2026

Expiration Date

The work site was inspected by David Moo; Hugo Chica
Diego Barrera; Leon Vitort of our office on May 1st - 30th,
2024

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

| | |
|---|-------|
| <u>Dale Asplund - President/CEO</u> | _____ |
| <u>Jonathan Gottsegen - Secretary</u> | _____ |
| <u>Tony Riegel - Treasurer</u> | _____ |
| <u>Enrico Marogna - Senior Vice President</u> | _____ |
| <u>David Moo - Business Development Executive</u> | _____ |
| _____ | _____ |
| _____ | _____ |

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.

BrightView Landscape Services, Inc.

Company Name



Signature of Bidder

David Moo - Business Development Executive

Printed or Typed Signature

Subscribed and sworn to before me this 31st day of May, 2024.

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

1. City of Costa Mesa 77 Fair Drive, Costa Mesa, CA 92626
Name and Address of Public Agency

Name and Telephone No. of Project Manager: George Cortez; george.cortez@costamesaca.gov
(714) 327-7494

| | | |
|-----------------------------|---|-----------------------------------|
| <u>\$2,364,060 annually</u> | <u>Citywide Landscape & Parks Maintenance</u> | <u>Start Date: 2017 – present</u> |
| Contract Amount | Type of Work | Date Completed |

2. City of Lake Forest 100 Civic Center Drive, Lake Forest, CA 92630
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Hugo Andreani, handreani@lakeforestca.gov
(949) 461-3489

| | | |
|----------------------|------------------------------------|----------------------------|
| \$1,090,128 annually | Sports Parks Landscape Maintenance | Start Date: 2017 – present |
| Contract Amount | Type of Work | Date Completed |

3. City of Riverside 3900 Main St, Riverside, CA 92522
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Mike Wagner, mwagner@riversideca.gov
(951) 826-5557

| | | |
|----------------------|---------------------------------------|----------------------------|
| \$2,175,819 annually | Sports Parks & Ball Field Maintenance | Start Date: 2011 – present |
| Contract Amount | Type of Work | Date Completed |

City of Placentia California

BID FOR PARK MAINTENANCE SERVICES

Maintenance Bid Schedule

1. Bradford Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$11.19 | \$4,084.35 |
| 24 | Bi-Weekly | Weed Control | \$0.80 | \$19.20 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$23.03 | \$552.72 |
| 12 | Monthly | Landscape Maintenance | \$29.56 | \$354.72 |
| 2 | Twice a year | Fertilization | \$129.16 | \$258.32 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$35.04 | \$840.96 |
| 52 | Weekly | Mowing | \$53.03 | \$2,757.56 |
| | | Subtotal: | | \$8,867.83 |

2. Parque de los Vaqueros

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$16.29 | \$5,945.85 |
| 24 | Bi-Weekly | Weed Control | \$0.45 | \$10.80 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$76.32 | \$1,831.68 |
| 12 | Monthly | Landscape Maintenance | \$10.23 | \$122.76 |
| 2 | Twice a year | Fertilization | \$395.62 | \$791.24 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$112.88 | \$2,709.12 |
| 52 | Weekly | Mowing | \$154.05 | \$8,010.60 |
| | | Subtotal: | | \$19,422.05 |

3. Parque de los Ninos

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$14.42 | \$5,263.30 |
| 24 | Bi-Weekly | Weed Control | \$0.10 | \$2.40 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$19.23 | \$461.52 |
| 12 | Monthly | Landscape Maintenance | \$2.18 | \$26.16 |
| 2 | Twice a year | Fertilization | \$99.44 | \$198.88 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$28.42 | \$682.08 |
| 52 | Weekly | Mowing | \$53.33 | \$2,773.16 |
| | | Subtotal: | | \$9,407.50 |

3A. Los Ninos Ball Field.

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|-----------------------|--|------------|--------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$29.28 | \$4,567.68 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$19.00 | \$2,964.00 |
| 12 | Monthly | Nail Dragging | \$30.83 | \$369.96 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$14.23 | \$2,219.88 |
| 52 | Weekly | Mowing | \$22.65 | \$1,177.80 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,979.16 | \$1,319.44 |
| | | Subtotal: | | \$12,618.76 |

4. Tuffree Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$14.04 | \$5,124.60 |
| 24 | Bi-Weekly | Weed Control | \$1.14 | \$27.36 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$34.35 | \$824.40 |
| 12 | Monthly | Landscape Maintenance | \$26.20 | \$314.40 |
| 2 | Twice a year | Fertilization | \$191.92 | \$383.84 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$52.18 | \$1,252.32 |
| 52 | Weekly | Mowing | \$79.02 | \$4,109.04 |
| | | Subtotal: | | \$12,035.96 |

4A. Tuffree Ball Field SB1

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|-----------------------|--|------------|--------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$29.96 | \$4,673.76 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$27.16 | \$4,236.96 |
| 12 | Monthly | Nail Dragging | \$44.59 | \$535.08 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$20.58 | \$3,210.48 |
| 52 | Weekly | Mowing | \$32.32 | \$1,680.64 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,918.96 | \$1,279.31 |
| | | Subtotal: | | \$15,616.23 |

4B. Tuffree Ball Field SB2

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|-----------------------|--|------------|--------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$29.61 | \$4,619.16 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$23.43 | \$3,655.08 |
| 12 | Monthly | Nail Dragging | \$46.14 | \$553.68 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$21.30 | \$3,322.80 |
| 52 | Weekly | Mowing | \$27.93 | \$1,452.36 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,994.52 | \$1,329.68 |
| | | Subtotal: | | \$14,932.76 |

5. Champions Sports Complex

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$21.20 | \$7,738.00 |
| 24 | Bi-Weekly | Weed Control | \$9.48 | \$227.52 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$41.10 | \$986.40 |
| 12 | Monthly | Landscape Maintenance | \$294.50 | \$3,534.00 |
| 2 | Twice a year | Fertilization | \$348.87 | \$697.74 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$74.31 | \$1,783.44 |
| 52 | Weekly | Mowing | \$85.74 | \$4,458.48 |
| | | Subtotal: | | \$19,425.58 |

5A. Jensons Ball Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|-----------------------|--|------------|--------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$31.34 | \$4,889.04 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$55.44 | \$8,648.64 |
| 12 | Monthly | Nail Dragging | \$71.30 | \$855.60 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$32.91 | \$5,133.96 |
| 52 | Weekly | Mowing | \$66.72 | \$3,469.44 |
| 1 | Every other year | Laser Leveling/Field Work | \$2,095.53 | \$1,397.02 |
| | | Subtotal: | | \$24,393.70 |

5B. March Ball Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|------------------|-----------------------|--|-------------------|---------------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$28.47 | \$4,441.32 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$13.52 | \$2,109.12 |
| 12 | Monthly | Nail Dragging | \$40.72 | \$488.64 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$18.79 | \$2,931.24 |
| 52 | Weekly | Mowing | \$15.82 | \$822.64 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,973.49 | \$1,315.66 |
| Subtotal: | | | | \$12,108.62 |

5C. Munoz Ball Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|------------------|-----------------------|--|-------------------|---------------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$28.57 | \$4,456.92 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$14.21 | \$2,216.76 |
| 12 | Monthly | Nail Dragging | \$40.86 | \$490.32 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$18.86 | \$2,942.16 |
| 52 | Weekly | Mowing | \$16.66 | \$866.32 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,974.42 | \$1,316.28 |
| Subtotal: | | | | \$12,288.76 |

5D. Valadez Soccer Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|------------------|-----------------------|--|-------------------|---------------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | N/A | N/A |
| 156 | 3 days a week (M,W,F) | Pre-Watering | N/A | N/A |
| 12 | Monthly | Nail Dragging | N/A | N/A |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | N/A | N/A |
| 52 | Weekly | Mowing | \$85.28 | \$4,434.56 |
| Subtotal: | | | | \$4,434.56 |

6. Kraemer Memorial Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$21.23 | \$7,748.95 |
| 24 | Bi-Weekly | Weed Control | \$6.64 | \$159.36 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$130.53 | \$3,132.72 |
| 12 | Monthly | Landscape Maintenance | \$228.45 | \$2,741.40 |
| 2 | Twice a year | Fertilization | \$763.00 | \$1,526.00 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$201.66 | \$4,839.84 |
| 52 | Weekly | Mowing | \$244.19 | \$12,697.88 |
| | | Subtotal: | | \$32,846.15 |

6A. Torii Hunter Ball Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|-----------------------|--|------------|--------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$27.87 | \$4,347.72 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$10.43 | \$1,627.08 |
| 12 | Monthly | Nail Dragging | \$44.48 | \$533.76 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$20.53 | \$3,202.68 |
| 52 | Weekly | Mowing | \$11.17 | \$580.84 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,972.32 | \$1,314.88 |
| | | Subtotal: | | \$11,606.96 |

7. La Placita Parkette

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$7.64 | \$2,788.60 |
| 24 | Bi-Weekly | Weed Control | \$1.89 | \$45.36 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$1.42 | \$34.08 |
| 12 | Monthly | Landscape Maintenance | \$49.19 | \$590.28 |
| 2 | Twice a year | Fertilization | \$35.10 | \$70.20 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$4.86 | \$116.64 |
| 52 | Weekly | Mowing | \$3.34 | \$173.68 |
| | | Subtotal: | | \$3,818.84 |

8. Jaycee Parkette

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$3.71 | \$1,354.15 |
| 24 | Bi-Weekly | Weed Control | \$0.04 | \$0.96 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$1.59 | \$38.16 |
| 12 | Monthly | Landscape Maintenance | \$4.73 | \$56.76 |
| 2 | Twice a year | Fertilization | \$8.65 | \$17.30 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$2.39 | \$57.36 |
| 52 | Weekly | Mowing | \$5.55 | \$288.60 |
| | | Subtotal: | | \$1,813.29 |

9. Parque del Arroyo Verde

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$14.32 | \$5,226.80 |
| 24 | Bi-Weekly | Weed Control | \$6.21 | \$149.04 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$32.47 | \$779.28 |
| 12 | Monthly | Landscape Maintenance | \$193.93 | \$2,327.16 |
| 2 | Twice a year | Fertilization | \$226.23 | \$452.46 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$56.85 | \$1,364.40 |
| 52 | Weekly | Mowing | \$81.63 | \$4,244.76 |
| | | Subtotal: | | \$14,543.90 |

10. Santa Fe Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$10.57 | \$3,858.05 |
| 24 | Bi-Weekly | Weed Control | \$0.04 | \$0.96 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$13.58 | \$325.92 |
| 12 | Monthly | Landscape Maintenance | \$0.89 | \$10.68 |
| 2 | Twice a year | Fertilization | \$69.81 | \$139.62 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$20.03 | \$480.72 |
| 52 | Weekly | Mowing | \$30.97 | \$1,610.44 |
| | | Subtotal: | | \$6,426.39 |

11. Wagner Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$11.43 | \$4,171.95 |
| 24 | Bi-Weekly | Weed Control | \$0.06 | \$1.44 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$33.41 | \$801.84 |
| 12 | Monthly | Landscape Maintenance | \$34.00 | \$408.00 |
| 2 | Twice a year | Fertilization | \$171.20 | \$342.40 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$49.22 | \$1,181.28 |
| 52 | Weekly | Mowing | \$78.94 | \$4,104.88 |
| | | Subtotal: | | \$11,011.79 |

12. Richard R. Samp Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$11.60 | \$4,234.00 |
| 24 | Bi-Weekly | Weed Control | \$0.08 | \$1.92 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$39.39 | \$945.36 |
| 12 | Monthly | Landscape Maintenance | \$25.62 | \$307.44 |
| 2 | Twice a year | Fertilization | \$202.01 | \$404.02 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$58.05 | \$1,393.20 |
| 52 | Weekly | Mowing | \$75.93 | \$3,948.36 |
| | | Subtotal: | | \$11,234.30 |

13. George J. Koch Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$13.92 | \$5,080.80 |
| 24 | Bi-Weekly | Weed Control | \$3.06 | \$73.44 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$48.12 | \$1,154.88 |
| 12 | Monthly | Landscape Maintenance | \$121.12 | \$1,453.44 |
| 2 | Twice a year | Fertilization | \$290.32 | \$580.64 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$75.24 | \$1,805.76 |
| 52 | Weekly | Mowing | \$97.25 | \$5,057.00 |
| | | Subtotal: | | \$15,205.96 |

14. McFadden Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$13.59 | \$4,960.35 |
| 24 | Bi-Weekly | Weed Control | \$1.99 | \$47.76 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$21.42 | \$514.08 |
| 12 | Monthly | Landscape Maintenance | \$66.46 | \$797.52 |
| 2 | Twice a year | Fertilization | \$138.48 | \$276.96 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$34.42 | \$826.08 |
| 52 | Weekly | Mowing | \$49.97 | \$2,598.44 |
| | | Subtotal: | | \$10,021.19 |

15. Melrose Elementary School Ball Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|-----------------------|--|------------|--------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$29.00 | \$4,524.00 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$39.83 | \$6,213.48 |
| 12 | Monthly | Nail Dragging | \$51.86 | \$622.32 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$23.93 | \$3,733.08 |
| 52 | Weekly | Mowing | \$48.12 | \$2,502.24 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,944.02 | \$1,296.01 |
| 156 | 3 days a week (M,W,F) | General/Daily | \$11.07 | \$1,726.92 |
| 24 | Bi-Weekly | Weed Control | \$0.18 | \$4.32 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$31.81 | \$763.44 |
| 2 | Twice a year | Fertilization | \$164.75 | \$329.50 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$9.02 | \$216.48 |
| | | Subtotal: | | \$21,931.79 |

16. Goldenrod Park

| Quantity | Unit | Description | Unit Price | Annual Price |
|----------|--------------|-------------------------------|------------|--------------|
| 365 | Daily | General/ Daily | \$13.42 | \$4,898.30 |
| 24 | Bi-Weekly | Weed Control | \$0.04 | \$0.96 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$39.54 | \$948.96 |
| 12 | Monthly | Landscape Maintenance | \$25.02 | \$300.24 |
| 2 | Twice a year | Fertilization | \$202.14 | \$404.28 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$58.20 | \$1,396.80 |
| 52 | Weekly | Mowing | \$80.90 | \$4,206.80 |
| | | Subtotal: | | \$12,156.34 |

17. Valadez Middle School Ball Field

| Quantity | Unit | Description | Unit Price | Annual Price |
|-----------------|-----------------------|--|-------------------|---------------------|
| 156 | 3 days a week (M,W,F) | Pitchers mound, Homebase, & Base areas | \$28.99 | \$4,522.44 |
| 156 | 3 days a week (M,W,F) | Pre-Watering | \$43.33 | \$6,759.48 |
| 12 | Monthly | Nail Dragging | \$98.50 | \$1,182.00 |
| 156 | 3 days a week (M,W,F) | Screening or Dragging | \$45.46 | \$7,091.76 |
| 52 | Weekly | Mowing | \$53.33 | \$2,773.32 |
| 1 | Every other year | Laser Leveling/Field Work | \$1,972.20 | \$1,314.80 |
| 156 | 3 days a week (M,W,F) | General/Daily | \$12.99 | \$2,026.44 |
| 24 | Bi-Weekly | Weed Control | \$0.18 | \$4.32 |
| 24 | Bi-Weekly | Turf Grass Maintenance | \$35.00 | \$840.00 |
| 2 | Twice a year | Fertilization | \$181.03 | \$362.06 |
| 24 | Bi-Weekly | Irrigation System Maintenance | \$8.95 | \$214.80 |
| | | Subtotal: | | \$27,091.42 |

18. Winter Thatch and Seeding

| Quantity | Unit | Description | Unit Price | Annual Price |
|-----------------|-------------|--------------------|-------------------|---------------------|
| 1 | Yearly | Thatch and Seed | \$35,361.01 | \$35,361.01 |
| | | Subtotal: | | \$35,361.01 |

| OPTION Mowing Every Two Weeks With the Exception of Athletic Fields | |
|---|-----------------|
| Item | Adjusted Totals |
| Bradford Park | \$ 7,489.05 |
| Parque de los Vaqueros | \$ 15,416.75 |
| Parque de los Ninos | \$ 8,020.92 |
| Los Ninos Ball Field | \$ 12,618.76 |
| Tuffree Park | \$ 9,981.44 |
| Tufree Ball Field SB1 | \$ 15,616.23 |
| Tuffree Ball Field SB2 | \$ 14,932.76 |
| Champions Sports Complex | \$ 17,196.34 |
| Jensons Vball Field | \$ 24,393.70 |
| March Ball Field | \$ 12,108.62 |
| Munoz Ball Field | \$ 12,288.76 |
| Valadez Soccer Field | \$ 4,434.56 |
| Kraemer Memorial Park | \$ 26,497.21 |
| Torri Hunter Ball Field | \$ 11,606.96 |
| La Placita Parkette | \$ 3,732.00 |
| Jatcee Parkette | \$ 1,668.99 |
| Parque del Arroyo Verde | \$ 12,421.52 |
| Santa Fe Park | \$ 5,621.17 |
| Wagner Park | \$ 8,959.35 |
| Richard R. Samp Park | \$ 9,260.12 |
| George J. Koch Park | \$ 12,677.46 |
| McFadden Park | \$ 8,721.97 |
| Melrose Elementary School Ball Field | \$ 21,931.79 |
| Goldenrod Park | \$ 10,052.94 |
| Valadez Middle Scholl Ball Field | \$ 27,091.42 |
| Winter Thatch and seeding | \$ 35,361.01 |

| Senior Center Maintenance | |
|--------------------------------------|-------------|
| Senior Center Maintenance w/ 52 mows | \$ 1,272.81 |
| Senior Center Maintenance w/ 26 mows | \$ 1,082.94 |

EXHIBIT B
INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. **Minimum Scope and Limits of Insurance**

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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. **Commercial General Liability Insurance**

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. **Business Automobile Liability Insurance**

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. **Workers' Compensation and Employer's Liability Insurance**

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' 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.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.
3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.

4. 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.
5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**
6. 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.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/15/2024

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 Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA | CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 | | |
| | E-MAIL ADDRESS: | | |
| INSURED BrightView Landscape Services, Inc. 1420 S. Allec Street Anaheim CA 92805 USA | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: ACE American Insurance Company | | 22667 |
| | INSURER B: Allied World Surplus Lines Insurance Co | | 24319 |
| | INSURER C: Great American Insurance Co. | | 16691 |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES **CERTIFICATE NUMBER:** 570107256391 **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. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL INSURED | SUBROGATED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|--------------------|------------|---|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | Y | | XSLG47325857 SIR applies per policy terms & conditions | 10/01/2023 | 10/01/2024 | EACH OCCURRENCE | \$2,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$2,000,000 |
| | | | | | | | MED EXP (Any one person) | \$10,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$5,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$5,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | | ISA H10716561 | 10/01/2023 | 10/01/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | | | | | | | BODILY INJURY (Per person) | |
| | | | | | | | BODILY INJURY (Per accident) | |
| | | | | | | | PROPERTY DAMAGE (Per accident) | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | EACH OCCURRENCE | |
| | | | | | | | AGGREGATE | |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | Y | WLRC5068541A | 10/01/2023 | 10/01/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | N/A | Y | WC - AOS | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | | | Y | SCFC50685482 | 10/01/2023 | 10/01/2024 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | WC - WI | | | 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)

RE: Work Performed by Consultant for the City and to require each of its subcontractors. The City, its officers, officials, agents, employees and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of The City, its officers, officials, agents, employees and volunteers in accordance with the policy provisions of the workers' Compensation policy. Should General Liability, Automobile Liability and workers' Compensation policies be cancelled before the expiration date thereof, the policy provisions will govern how notice of cancellation may be delivered to certificate holders in accordance with the policy provisions of each policy.

| | |
|---|---|
| CERTIFICATE HOLDER City of Placentia 401 E. Chapman Ave. Placentia CA 92870 USA | 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 |

Holder Identifier : BCKNOP

Certificate No : 570107256391





ADDITIONAL REMARKS SCHEDULE

| | | | |
|---|-----------|--|--|
| AGENCY Aon Risk Services Central, Inc. | | NAMED INSURED BrightView Landscape Services, Inc. | |
| POLICY NUMBER See Certificate Numbe 570107256391 | | | |
| CARRIER See Certificate Numbe 570107256391 | NAIC CODE | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

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

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|-------------------------------|--------|
| INSURER | |
| INSURER | |
| INSURER | |
| INSURER | |

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|----------|-------------------------------------|-----------|----------|--|------------------------------------|-------------------------------------|-----------|-------------|
| | OTHER | | | | | | | |
| B | E&O - Professional Liabilit Primary | | | 03135461 Contr. Prof Claims-Made SIR applies per policy terms & conditions | 10/01/2023 | 10/01/2024 | Per Claim | \$2,000,000 |
| | | | | | | | Aggregate | \$3,000,000 |
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) | Location And Description Of Completed Operations |
|--|---|
| Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss. | All locations where you perform work for such additional insured pursuant to any such written contract. |
| | |
| | |

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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

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

**COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

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

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

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

**ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS**

| | | | |
|---|----------------------------|---|---|
| Named Insured BrightView Landscapes, LLC | | | Endorsement Number TBD |
| Policy Symbol ISA | Policy Number H10716561 | Policy Period 10/01/2023 TO 10/01/2024 | Effective Date of Endorsement 10/01/2023 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered “auto,” Who Is Insured is amended to include as an “insured,” the persons or organizations named in this endorsement. However, these persons or organizations are an “insured” only for “bodily injury” or “property damage” resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your “employees” or agents.
 - 3. Any person operating a covered “auto” with permission from you, any of your “employees” or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

| | |
|---|--|
| Named Insured BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY RD. BLUE BELL PA 19422 | Endorsement Number |
| | Policy Number Symbol: WLR Number: C5068541A |
| Policy Period 10-01-2023 TO 10-01-2024 | Effective Date of Endorsement 10-01-2023 |
| Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

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

Schedule

1. () Specific Waiver
Name of person or organization:

(X) Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
ALL OPERATIONS CONDUCTED BY AN INSURED PURSUANT TO SUCH WRITTEN CONTRACT
3. Premium:
The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: \$0



Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

| | | | |
|---|----------------------------|---|---|
| Named Insured BrightView Landscapes, LLC | | | Endorsement Number TBD |
| Policy Symbol ISA | Policy Number H10716561 | Policy Period 10/01/2023 TO 10/01/2024 | Effective Date of Endorsement 10/01/2023 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED'S REPRESENTATIVE**

| | | | |
|---|--------------------------------|---|---|
| Named Insured BrightView Landscapes, LLC | | | Endorsement Number TBD |
| Policy Symbol XSL | Policy Number G47325857 001 | Policy Period 10/01/2023 TO 10/01/2024 | Effective Date of Endorsement 10/01/2023 |
| Issued By (Name of Insurance Company) ACE American Insurance Company | | | |

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

- A.** If we cancel this Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the "Schedule") by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B.** The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C.** We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D.** We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E.** This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.



Authorized Representative

Workers' Compensation and Employers' Liability Policy

| | |
|---|--|
| Named Insured BRIGHTVIEW LANDSCAPES, LLC 980 JOLLY RD. BLUE BELL PA 19422 | Endorsement Number |
| | Policy Number Symbol: WLR Number: C5068541A |
| Policy Period 10-01-2023 TO 10-01-2024 | Effective Date of Endorsement 10-01-2023 |
| Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY | |
| Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. | |

**NOTICE TO OTHERS ENDORSEMENT – SCHEDULE
NOTICE BY INSURED’S REPRESENTATIVE**

- A. If we cancel this Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out in this endorsement, to send written notice of cancellation, to the persons or organizations listed in the schedule that you or your representative create or maintain (the “Schedule”) by allowing your representative to send such notice to such persons or organizations. This notice will be **in addition to** our notice to you or the first Named Insured, and any other party whom we are required to notify by statute and in accordance with the cancellation provisions of the Policy.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). The failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.
- C. We are not responsible for verifying any information in any Schedule, nor are we responsible for any incorrect information that you or your representative may use.
- D. We will only be responsible for sending such notice to your representative, and your representative will in turn send the notice to the persons or organizations listed in the Schedule at least 30 days prior to the cancellation date applicable to the Policy. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.
- E. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of this Policy remain unchanged.

This endorsement is not applicable in the states of AZ, FL, ID, ME, NC, NJ, NM, TX and WI.



Authorized Representative

RESOLUTION NO. R-2024-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 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 2024-25 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 2024-25, Resolution No. R-2024-38, 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 |
|----------------------|---|--------------------|-------------------|---------------|-------------|
| Maintenance Services | Repair and Maintenance Parks and Facilities | Community Services | 104076-6139 | \$31,894.45 | 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 16TH DAY OF JULY 2024.

Jeremy B. Yamaguchi, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 16th day of July 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 16, 2024

SUBJECT: **PUBLIC HEARING ON SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT AND RELATED RESOLUTIONS FOR FISCAL YEAR 2024-25**
(Staff is recommending continuance to July 23, 2024)

FISCAL
IMPACT: NONE

SUMMARY:

This item concerns the approval of an amendment to the Franchise Agreement with Republic Waste Services of Southern California, LLC ("Republic") and resolutions approving the solid waste handling rates for both residential and commercial customers for Fiscal Year ("FY") 2024-25 and placement of revised residential rates on the County of Orange tax roll for FY 2024-25. On July 20, 2010, the City entered into a Franchise Agreement with Republic, for solid waste and recycling services. Per the existing Agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted based on changes in the Consumer Price Index ("CPI"). Staff and representatives from Republic discuss each year potential adjustments to solid waste rates paid by residents and businesses. The last residential and commercial rate adjustment took effect on July 1, 2023. This action recommends that the City Council continue the Public Hearing to July 23, 2024, or a date in which a quorum of the Council may be available to consider the proposed rates and associated details.

RECOMMENDATION:

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

1. Open the public hearing concerning the Solid Waste Handling Services rate adjustment for Fiscal Year 2024-25; and
2. Receive the Staff Report, consider all public testimony, ask any questions of Staff; and
3. Continue the public hearing to the City Council meeting of July 23, 2024, at 7:00 p.m. in the Council Chambers.

2.a.
July 16, 2024

DISCUSSION:

In compliance with California Proposition 218, the City mailed an official notice to inform Placentia property owners that proposed rate adjustments are being considered at the public hearing and of their right to participate and to protest rate increases. On May 30, 2024, the required 45-day public hearing notice per Proposition 218 was mailed to 12,792 record property owners of parcels in the City. The notice informed property owners about the proposed rate increases, the scheduled public hearing, and procedures for submitting a written protest. Unfortunately, the mailed notice had an incorrect public hearing date of July 23, 2024. The City Attorney's Office recommended to Staff to continue the public hearing to provide sufficient time to correctly notify residents of the Public Hearing and meet the notifications requirements of Prop 218. This action recommends that the City Council continue the Public Hearing to July 23, 2024, or a date in which a quorum of the Council may be available to consider the proposed rates and associated details.

Prepared by:



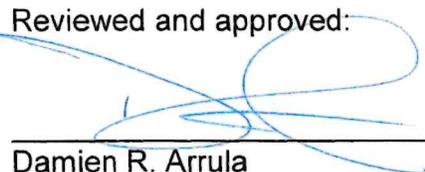
Elsa Y. Robinson
Senior Management Analyst

Reviewed and approved:



Chris Tanio, P.E.
Acting Director of Public Works

Reviewed and approved:



Damien R. Arrula
City Administrator