Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Thomas R. Hatch
Interim City Administrator

Christian L. Bettenhausen
City Attorney

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

AGENDA
December 17, 2024

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

Phone: (714) 993-8117
Email: administration@placentia.org
www.placentia.org

KEVIN KIRWIN
Mayor
District 2

CHAD P. WANKE
Mayor Pro Tem
District 4

THOMAS HUMMER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

JEREMY B. YAMAGUCHI
Councilmember
District 3

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 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. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA - CLOSED SESSION
December 17, 2024
5:30 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

ORAL COMMUNICATIONS:
At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors. The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

CLOSED SESSION PROCEEDINGS:

Pursuant to Government Code Section 54957
PUBLIC EMPLOYEE APPOINTMENT/RECRUITMENT
Title: City Administrator

Pursuant to Government Code Section 54956.9(d)(2)
CONFERENCE WITH LEGAL COUNSEL -- Anticipated Litigation
(1 case)

Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Avenue
Agency Negotiator: Rosanna Ramirez, Acting City Administrator
Negotiating Parties: USA Properties
Under Negotiations: Price and Terms of Payment

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

REGULAR MEETING AGENDA
December 17, 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: Kenneth Milhander

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Presentation of Plaque honoring Police Lieutenant Scott Millsap for 31 years of service to the City of Placentia
Presenter: Mayor Yamaguchi and City Council
Recipient: Police Lieutenant Scott Millsap

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

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

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR (1.a. through 1.e):
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 Meeting of:

- September 3, 2024.

Recommended Action: It is recommended that the City Council:
Approve.

1.c City Fiscal Year 2024-25 Registers for December 17, 2024

Check Register
Fiscal Impact: $ 1,321,065.44
Electronic Disbursement Register
Fiscal Impact: $ 1,451,285.56

Recommended Action: It is recommended that the City Council:

1. Receive and file.

1.d Approval of the Design Concept Plan for Playground Renovations at McFadden Park and Approval of Public Works Agreement with PlayCore D.B.A. Gametime for the purchase and Installation of the Playground Equipment, CIP Projects No. 7210 and 7504

Fiscal Impact:

Expense:	$510,000.00	Total Cost
	$497,999.05	Contract Amount
	$ 12,000.95	Contract Contingency Amount
Available Budget:		
	$510,000.00	FY 2024-25 CIP Budget
	$500,000.00	County of Orange SLFRF Funding
	$ 10,000.00	Park & Rec Impact Fee (637504-6760)

Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the McFadden Park Playground Renovation Project; and
2. Approve the design concept plan for the McFadden Park Playground Renovation Project; and
3. Approve the purchase of the McFadden Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2024-2025 for projects 7210 and 7504; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the McFadden Park playground equipment renovation project in the amount of $497,999.05; and
5. Authorize the City Administrator to approve contract change orders up to a total of $12,000.95 or a not-to-exceed total contract amount of $510,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.e Resolution Appointing an Interim City Administrator and Approving the Retired Annuitant Employment Agreement with the City

Fiscal Impact:
The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Recommended Action: It is recommended that the City Council:
1. Adopt Resolution R-2024-86, approving the appointment of an Interim City Administrator; and
2. Approve the Retired Annuitant Employment Agreement.

2. PUBLIC HEARINGS: None

RECOGNITIONS:

Recognition of 2024 Mayor Jeremy Yamaguchi and Outgoing Councilmember Rhonda Shader

a. Office of U.S. Congresswoman Michelle Steel, California's 45th District
Presenter: Zechariah Jauregui, District Representative

b. Office of State Assemblyman Phillip Chen, 55th District
Presenter: Newton Viengkhou, Field Representative

c. Office of Orange County Supervisor Doug Chaffee, Orange County 4th District
Presenters: Emma Fisher, Policy Advisor and Communications Director and
Al Jabber, Chief of Staff

d. City of Placentia
Presenters: Mayor Pro Tem Kirwin and City Council Members

e. Comments from Outgoing Mayor Jeremy Yamaguchi

f. Comments from Outgoing Councilmember Rhonda Shader

3. REGULAR AGENDA:

3.a Certification of the Canvass of the November 5, 2024 General Municipal Election Results

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:
1. Receive and file the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns; and

2. Adopt Resolution No. R-2024-87, a Resolution of the City Council of the City of Placentia, California, reciting the fact of the General Municipal Election held on Tuesday, November 5, 2024 declaring the result and such other matters as provided by law.

OATHS OF OFFICE ADMINISTERED AND PRESENTATION OF CERTIFICATES OF ELECTION

REORGANIZATION OF THE CITY COUNCIL

COMMENTS FROM ELECTED OFFICIALS

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

ADJOURNMENT
The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, January 14, 2025 at 5:30 p.m.

TENTATIVE AGENDA FORECAST:

- *Professional Services Agreement for On-Call Traffic Engineering*
- *Award Contract for FY 24/25 Concrete Repair Project*
- *Award of Contracts for Homeless Encampment Cleanup*
- *Approval to Replace Existing Door Access Control System at City Hall, Police and Fire Departments*
- *Adoption of Yorba Linda-Placentia Joint Active Transportation Plan*
- *Approval of Final Parcel Map No. 2022-124*
- *Approval of Final Parcel Map No. 2022-127*
- *Resolution Approving Execution of State and Federal Agreements for Transportation Projects between Caltrans and City of Placentia*
- *Review and Adopt Proposed Updates to Committee Commission and Advisory Board Manual*
- *Annual City Council Appointments to various Agencies, Associations and City Subcommittees*

CERTIFICATION OF POSTING
I, Carole M. Wayman, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the December 17, 2024, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on December 12, 2024.

_____
Carole M. Wayman, Deputy City Clerk

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 17, 2024

Submitted by: Carole Wayman

From: City Council

Subject:

Presentation of Plaque honoring Police Lieutenant Scott Millsap for 31 years of service to the City of Placentia

Presenter: Mayor Yamaguchi and City Council

Recipient: Police Lieutenant Scott Millsap

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 17, 2024

Submitted by: Carole Wayman

From: City Clerk

Subject:

Minutes City Council/Successor/ICDA/PPFA Regular Meeting of:

- September 3, 2024.

Recommendation:

Recommended Action: It is recommended that the City Council:
Approve.

Attachments

09-03-24 CC Regular Meeting.docx

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
September 3, 2024
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 5:03 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 case.

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)

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; Assistant City Attorney Kristi Smith, City Administrator Damien Arrula; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio, Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Tony Mercado

PLEDGE OF ALLEGIANCE: Mayor Yamaguchi

PRESENTATIONS:

a. Proclamation of September 2024 as Hunger Action Month
   Presenter: Mayor Yamaguchi and City Council
   Recipient: Sara Bazant of Second Harvest Food Bank

Mayor Yamaguchi presented a Proclamation to Sara Bazant of Second Harvest Food Bank recognizing September 2024 as Hunger Action Month in the City of Placentia.

Ms. Bazant provided comments and statistics on hunger and thanked the Council for their support.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen stated that there was one (1) item on the Closed Session agenda, the City Council discussed the item, direction was provided, and there was nothing further to report.

CITY ADMINISTRATOR REPORT:
City Administrator Arrula welcomed and introduced two (2) new City of Placentia employees.

Fire Prevention Specialist Lisa Bruto graduated from Cal State LA with a Bachelor's degree in Fire Administration and a minor in Public Administration. She comes to the City of Placentia with 24 years of experience at her previous agency in El Segundo and brings a wealth of knowledge to our community. The Fire Prevention Specialist, also known as a fire inspector, performs fire inspections such as state-mandated, routine, complaint, and new construction inspections. Lisa will participate in public outreach, work closely with our other City department personnel, and respond to community inquiries about fire and life safety issues.

Environmental Services Coordinator Cheryl Miller earned her bachelor's degree in environmental studies from UC Santa Cruz and brings four years of valuable experience in solid waste and recycling, having previously worked as a Sustainability Specialist at CR&R Environmental Services. She played a key part in implementing SB 1383 for the City of Lake Forest and developed recycling and organic programs for commercial and residential customers.

ORAL COMMUNICATIONS:
Mayor Yamaguchi made a motion to reorder the agenda to move Item No. 3.a. before Item No. 2.a. The motion was seconded by Councilmember Wanke and passed unanimously.

Randal Houston, President of the Orange County Law Enforcement Emerald Society and Board member of the Celtic Fest expressed appreciation to the Council and Staff for their support of the Celtic Festival event which was held on June 15th and 16th. He presented a certificate of appreciation to the Mayor and Councilmembers.

Craig Green, Placentia resident and former Councilmember, expressed appreciation to the Council for the City's financial improvements and emphasized the importance of making decisions that benefit Placentia residents.

Meredith Castillo, Placentia resident, thanked the City for their efforts in moving the fire hydrant in front of the Veterans clinic on Placentia Avenue. He expressed concerns about the lack of a sidewalk on Yorba Linda Boulevard in front of the pumpkin patch and inquired about a bench that is missing in Wagner Park.

Linda Cone expressed concerns about Placentia Yorba Linda School Board elections and urged the Council to consider passing a Resolution supporting candidates that support critical race theory and the current administration.

Julie Suchard, Placentia resident, expressed concerns about City Administrator Arrula's compensation package and expenses, car washes, car allowance, electric car charger and charging electricity expenses. She also expressed concerns about per diem expenses for Councilmember Shader and City credit card charges for airfare for Sheila Jordan.

Barry Holmes, owner of the Bruery, commented on the City's audit of the Bruery's business records and the difficulties the business has encountered over the four (4) year audit period.

Jeff Buchanan, Placentia resident and business owner, expressed concerns about traffic safety at Yorba Linda Boulevard and Valencia Avenue and urged the Council to lower the speed limit. He also commented on public comments made about Councilmember expenses.

Mayor Yamaguchi stated that the comments about expenses expressed by the public are being investigated by an independent agency and the Council will report out the results at a later date.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Shader emphasized that she has heard the public comments and concerns about expenses and stated that she is in compliance with the City's travel policy. She added that she has requested that the travel policy be reviewed and updated to make it more transparent to the public. She commented on code enforcement issues with street vendors and reported her attendance at the following:

- Tour of the Public Safety Building with Congresswoman Steele
- Presentation and demonstration of air taxis
- Joint Use meeting with the library
- California Transportation Committee meeting where she gave public comment about the City's Metrolink station
- Legislative meeting for the Orange County Association of Cities
- HIS OC car show
- Public Meeting for Jaycee Parkette
- Field Trip to Brea Dog Park to learn about maintenance requirements

She promoted the Old Town Live Concert series and encouraged all to attend.

Councilmember Smith reported his attendance at the following:

- Joint Use Committee meeting with the Library
- Orange County Council of Governments Board meeting

Councilmember Wanke reported attendance at an Orange County Sanitation District Board meeting. He promoted the City's CERT Training program from September 11-October 9, 2024 and encouraged those interested to visit the City's website for more information.

Mayor Pro Tem Kirwin promoted the City's cooling center at the Whitten Community Center from 1-6 p.m. during extreme heat days.

Mayor Yamaguchi reported his attendance at the following:

- HOA meetings to hear about residents' concerns
- Meetings to discuss development on vacant property in the City

He promoted the upcoming State of the City event and encouraged those interested to visit the Chamber of Commerce for ticket information. He also commented on traffic safety now that children have returned to school.

1. CONSENT CALENDAR (Items 1.a. through 1.k.):
Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve the Consent Calendar items 1.a. through 1k., as recommended.

Mayor Yamaguchi thanked James Chough for his service on the Financial Audit Oversight Committee.

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: January 23, 2024 Special Meeting/Study Session, February 6, 2024 Regular Meeting, February 20, 2024 Regular Meeting, March 5, 2024, Regular Meeting, March 19, 2024 Regular Meeting
Recommended Action: Approve
(Approved 5-0, as recommended)

1.c. City Fiscal Year 2023-24 Registers for September 3, 2024
Check Register
Fiscal Impact: $3,633,839.93
Electronic Disbursement Register
Fiscal Impact: $ 619,687.74

City Fiscal Year 2024-25 Registers for September 3, 2024
Check Register
Fiscal Impact: $1,551,264.21
Electronic Disbursement Register
Fiscal Impact: $4,726,554.70
Recommended Action: Receive and file.
(Received and Filed, as recommended)

1.d. Purchase of One (1) New Loader for the Public Works
Fiscal Impact:
Expense: $289,036.44 Total Purchase Price
Budgeted: $290,000.00 FY 2024-25 CIP Budget (Measure U 798504-6842
Recommended Action:
1. Approve the purchase of one (1) 2024 Case 721G Wheel Loader from Sonsray Machinery in the amount of $289,036.44; 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 Sonsray Machinery for this equipment and execute all necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.e. Tentative Parcel Map No. (TPM) 2024-113 Pertaining to the Subdivision of an +/- 4.97 Acre Lot into Four Parcels, with a Remainder Parcel located at 440 N. Jefferson within the R-3 (High Density Multiple-Family Residential) Zoning District
Fiscal Impact: Approximately $3,000,000 of Total Development Impact Fee Revenue associated with the anticipated construction of 140 Townhomes.
Recommended Action:
Adopt Resolution R-2024-57, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000- 21177 and §15000 et seq. of Title 14 of the California Code of Regulations) (CEQA) and Approving Tentative Parcel Map No. TPM 2024-113 pertaining to the subdivision of property located at 440 N. Jefferson Street (Assessor's Parcel Numbers 346-162-01 and 346-162-02) and making findings in support thereof.
(Approved 5-0, as recommended)

1.f. Approval of Final Parcel Map No. 2022-123 Pertaining to the Subdivision of an +/-0.44 Acre Lot into Three Parcels Located at 1451 East Howard Place within SP-7 (Specific Plan 7)
Fiscal Impact:
Approximately $23,646 of Total Development Impact Fee Revenue Prior to Construction of three (3) New Single-Family Residences.
Recommended Action:
1. Approve Final Parcel Map No. 2022-123, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2022-123.

(Approved 5-0, as recommended)

1.g. Approval of Final Parcel Map No. 2022-126 Pertaining to the Subdivision of an +/- 0.36 Acre Lot into Two (2) Parcels located at 412 N. Tidland Circle within the SP-7 (Specific Plan 7) Zoning District

Fiscal Impact:

Approximately $15,764 of total Development Impact Fee Revenue prior to construction of two (2) new single-family residences.

Recommended Action:

1. Approve Final Parcel Map No. 2022-126, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2022-126.

(Approved 5-0, as recommended)

1.h. Authorize a Three-Year Agreement with Samsara, Inc., for Hardware and Services to Implement Vehicle Telematics Management System

Fiscal Impact:

Expense: $22,333.19
$22,207.19 Annual Subscription Cost (Year 2 and Year 3)
$66,747.57 Three-Year Subscription Total Cost (FY 2024-25 to FY 2026-27)

Budget: $22,334.00 FY 2024-25 Operating Budget (750000-6366)
$22,207.19 Future FY 2025-26 Operating Budget
$22,207.19 Future FY 2026-27 Operating Budget

Recommended Action:

1. Authorize a three-year agreement with Samsara for hardware and services to implement a vehicle telematics management system for a cumulative amount of $66,747.57; and
2. Authorize the City Administrator to approve any agreement term extensions based on performance and amendments up to 10% of the agreement amount; and
3. Authorize the City Administrator and/or his designee to issue a purchase order to Samsara and execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.i. Acceptance of Resignation from the Financial Audit Oversight Committee

Fiscal Impact: None

Recommended Action:

1. Accept the resignation of James Chough from the Financial Audit Oversight Committee; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Financial Audit Oversight Committee.

(Approved 5-0, as recommended)

1.j. City Response to Orange County Grand Jury Report Entitled: "Talking Trash: Recyclables and Organic Waste"

Fiscal Impact: None

Recommended Action:

1. Review the City's response to the Grand Jury Report; and
2. Direct Staff to submit the attached letter to the Presiding Judge of the Orange County Grand Jury, to be signed by Mayor Yamaguchi.

(Approved 5-0, as recommended)

1.k. City Response to Orange County Grand Jury Report Entitled: Law Enforcement's Response to Mental Health Calls for Service

Fiscal Impact: None

Recommended Action:

1. Review the City's response to the Grand Jury Report; and
2. Direct Staff to submit the attached letter to the Presiding Judge of the Orange County Grand Jury, to be signed by Mayor Yamaguchi.

(Approved 5-0, as recommended)

3. REGULAR AGENDA:

3.a. Appeal of Penalties and Interest for Business License Taxes for the Bruery & Offshoot Beer Company

Fiscal Impact:

$0 - $22,611.05 depending upon City Council action.

Recommended Action: It is recommended that the City Council:

1. Consider and approve the appeal of penalties and interest for business license taxes for The Bruery & Offshoot Beer Co. ($7,537.02); and
2. Authorize the Director of Finance to develop and implement a payment plan for the amount of business license tax owed ($15,074.04).

(Approved 5-0, as amended. Appeal approved, penalties and interest waived, directed Staff to implement a payment plan for the amount of business license tax owed)

City Administrator Arrula introduced Finance Director Lampman to give a brief presentation on the Appeal of Penalties and Interest for Business License Taxes for the Bruery & Offshoot Beer Company.

Mayor Yamaguchi confirmed that the amounts had been verified and the decision before the Council was to waive some of the fees or not waive any of the fees. He asked if other businesses had been audited and whether they had paid. Ms. Lampman confirmed that other businesses had paid what was owed and this is the first appeal from a business.

In response to a question by Mayor Yamaguchi, Ms. Lampman stated that there is no history of the City waiving past due taxes.

Mayor Pro Tem Kirwin asked about penalties and interest that have been incurred and whether any payment had been made.

Director Lampman responded that the penalties and interest were incurred from 2019 to 2022 and total $15,074.04. They have corrected the payment for the current year and going forward. She added that they have not paid on the underpayment as they were waiting for the decision on their appeal.

Councilmember Shader stated that the business license was paid but there was a miscalculation, by the business, on the amount due.

There was discussion about the shortfall in each year.

Councilmember Shader inquired about the purchase of the business in 2019 and the difficulties that the business experienced.

Barry Holmes, owner of the Bruery discussed the growth of the business pre-pandemic and the financial losses, lay-offs and inflation effects that have impacted the business since 2020. He also discussed the closures of tasting rooms and a production facility to mitigate losses.

Councilmember Smith expressed support for working with the business on a payment plan. He noted that they are a good business and employer in the City.

In response to a question by Councilmember Wanke, Director Lampman stated that the audit covered four years.

Councilmember Wanke stated that in light of the impacts the business suffered, he is supportive of waiving the penalties and interest and approving a payment plan for the balance.

Mayor Yamaguchi commented on the many impacts, including Covid and inflation, that have impacted many businesses. He expressed concerns about setting a precedent.

Councilmember Wanke made a motion to direct staff to implement a payment plan for the business license tax owed and a waiver of the penalties and interest of $7,537.02.

Mayor Yamaguchi inquired about interest accruals on the amount due on payment plan.

City Administrator Arrula explained several interest rate options and commented on the payment plan agreement recitals which state that the approval of the payment plan is a result of extraordinary circumstances related to the pandemic.

Councilmember Wanke amended his motion stating that no interest will be charged as part of the payment plan and current penalties and interest will be waived. The motion was seconded by Councilmember Smith and approved by a vote of 5-0.

2. PUBLIC HEARING:

2.a. Resolution No. R-2024-56, a Resolution of the City Council of the City of Placentia, recommending denial of GPA 2022-01, SPA 2021-01, and DPR 2021-02 for the Orangethorpe Mixed Use Development Project

Fiscal Impact:

It is anticipated the project would generate approximately $1.2 million in one-time revenue to the General Fund in the form of permit fees, however revenue from those fees support the additional work for Staff created directly by the project's construction and would not be available for other City operations. An additional $ 5.0 million is anticipated from one-time development impact fees which can only be used for future infrastructure projects and are not available to support the daily operations of the City.

Once the project is complete, the project is expected to generate $244,209 in new General Fund revenue annually through a combination of higher property tax, sales tax, and utility users tax. The project is anticipated to require $246,435 in new annual General Fund expenses primarily for increased Police and Fire response to support the new residents. In summary, the project is projected to generate a net annual loss of ($2,226) to the General Fund.

Recommended Action:

1. Adopt Resolution No. R-2024-56, of the City Council of the City of Placentia, California, denying General Plan Amendment No. GPA 2022-01, Specific Plan Amendment No. SPA 2021-01, and Development Plan Review No. DPR 2021-02 to modify the General Plan Land Use Element to permit mixed-use (Residential-Commercial Development) as a permissible land use category within Parcel 9 of Specific Plan No. 5 by amending Tables 2-4-Specific Plans, Table 2-5-General Plan/Zoning Relationship-Specific Plans, and Table 2-7-General Plan Land Use Designation – Potential Development Buildout, and amending Specific Plan No. 5 to allow for mixed-use (residential commercial development) within SP-5 Parcel 9 boundaries and establishing development standards for new residential uses, including but not limited to building setbacks, floor area ratio, residential density, dwelling unit size, in conjunction with the development and operation of a five-story mixed-use building consisting of 248 residential units, up to 3,000 square feet of ground floor commercial retail and a six-level parking structure on a 2.72-acre site, on property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue
(APN 339-112-27).

Alternative Recommendation:

1. Adopt Resolution No. R-2024-60, a Resolution of the City Council of the City of Placentia, California, adopting Initial Study/Mitigated Negative Declaration No. MND 2021-01 for a General Plan Amendment No. GPA 2022-01, Specific Plan Amendment

No. SPA 2021-01, and Development Plan Review No. DPR 2021-02, prepared in full compliance with the California Environmental Quality Act ("CEQA"), California Public Resources Code §§ 21000, et seq., and the Environmental Guidelines of the City of Placentia; adopt the Mitigation Monitoring and Reporting Program; and adopting GPA 2022-01 modifying the General Plan Land Use Element to allow mixed-use (residential-commercial development) as a permissible land use category within Parcel 9 of Specific Plan No. 5 by amending Tables 2-4 – Specific Plans, Table 2-5 – General Plan/Zoning Relationship – Specific Plans, and Table 2-7 – General Plan Land Use Designation – Potential Development Buildout, and approving DPR 2021-02 for the development and operation of a five-story mixed use building consisting of 248 residential units, up to 3,000 square feet of ground floor commercial retail and a six-level parking structure on 2.72-acre site, located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27); and

2. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2024-05, an Ordinance of the City Council of the City of Placentia, California Approving Specific Plan Amendment No. SPA 2021-01, amending Specific Plan No. 5 to permit mixed-use development and parking structures on Parcel 9 and establishing associated development standards on a 2.72-acre site on property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27).

City Administrator Arrula introduced Development Services Director Lambert to give a presentation on the item.

Mayor Yamaguchi opened the Public Hearing at 8:04 p.m.

City Attorney Bettenhausen announced that the item before the Council is a public hearing on a land use application and involves due process rights of the developer that need to be protected. He noted that in conversations with Staff and the developer there are some disagreements and in order to keep the record clear he recommends that Staff make their presentation first and take any questions from Council, then the applicant make their presentation and respond to any questions from Council, and then take public comment. Lastly, before closing the public hearing, the applicant should be given the opportunity to respond to anything raised during the public hearing.

Director Lambert provided the presentation on the item. The presentation included an overview of the project and surrounding land uses and the zoning and general plan for the subject site. He discussed the inconsistencies between the proposed project and the general plan and housing element and commented on issues and concerns about infrastructure, public safety and parking management. He noted that Planning and CEQA consultant Patty Nahill and Assistant City Attorney Kristi Smith were in attendance to answer any questions.

Planning Manager Andrew Gonzales provided a presentation on the Specific Plan Amendment, parking and infrastructure concerns and design and architecture elements of the project. He provided information on the CEQA review for the project and a comparison of the project to Transit Oriented Development (TOD) standards.

Director Lambert discussed the City's budget shortfall for FY 2024-25, sustainable revenue sources and the City's adopted strategic plan.

John Stover of Stover & Associates (participating remotely), gave a brief presentation on the economic benefit impact analysis report for the project.

Director Lambert presented draft conditions of approval and distributed copies to the Council. He highlighted several of the conditions and discussed the purpose for the conditions. He noted that Staff is recommending denial of the project but options for approval or denial of the project have been provided in the Council packet.

There was a break at 9:10 p.m.

The meeting reconvened at 9:17 p.m.

Applicant Gilad Ganish provided a presentation on the project highlighting the benefits of the project, timeline of the project submittal, the project's amenities, community outreach, the City's Regional Housing Need Allocation (RHNA) numbers, CEQA concerns, surrounding land uses, parking, economic analysis and concerns noted by Staff in the Staff report. He provided to Council copies of a redline document of Staff's conditions of approval and discussed why a hotel use is not a viable option for the site. He noted that a copy of a letter from the seller's attorney, Asher & Associates, was also included with the redline document.

Jeff Langenwalter, Placentia resident and V.P. of Patriot Environmental Services, 1401 S. Placentia Avenue, Fullerton expressed concerns about traffic congestion and construction and resident parking impacting his business operations.

Chase Preciado, Lozeau Drury, LLP on behalf of Supporters Alliance for Environmental Responsibility (SAFER) urged the Council to deny the project stating that the Mitigated Negative Declaration is insufficient, and an EIR should be prepared. He added concerns about air quality impacts from the project.

Craig Green, Placentia resident, urged the Council to deny the project stating that the property should be developed commercially with a hotel use or other sales tax producing business. He also expressed concerns about the project's lack of parking and infrastructure, as well as public safety issues. He commented on conflict of interest concerns.

Elizabeth Hansburg, People for Housing Orange County, spoke in support of the project stating the need for more affordable housing. She also commented on CEQA concerns expressed by SAFER.

Jeff Buchanan, Placentia resident, expressed opposition to the proposed project and rezoning stating that the City should focus on sustainable revenue producing development. He also commented on conflict of interest concerns and zone changes

Matt Rocke, Placentia resident and Planning Commissioner, expressed concerns about traffic, parking, public safety and fire protection needs. He also commented on the City's RHNA numbers and the City's Housing Element.

City Clerk McKinnell read an electronic communication received by the City Clerk's office from Rosalina and Raul Davis expressing support for hotel use on the property and commenting on the benefits to the City due to increased tourism in Old Town.

City Clerk McKinnell noted that the applicant Gilad Ganish had submitted a request to speak under oral communications and asked Mr. Ganish if he wished to speak. Mr. Ganish declined.

Director Lambert commented on a September 2, 2024 communication from Mr. Asher, attorney for the property owner and discussed concerns about communications between himself, the applicant Gilad Ganish, and the owner about development on the site. He commented on TOD minimum standards, TOD Development Impacts Fees (DIFs) and the City's master plans.

City Administrator Arrula asked what the additional dollar amount, above the applicant's proposed DIFs, would be to meet a TOD DIF dollar amount for the project.

Director Lambert replied 3.3 million.

Applicant Gilad Ganish noted that his CEQA consultant was present to address CEQA concerns. A discussion ensued about TOD Impact fees and why the project would be subject to the fees when they are not in a TOD. He stated that a construction parking program would be developed so that neighboring properties would not be impacted. He commented on the redline version of the conditions for approval that had been submitted to Staff noting that further discussion is necessary regarding several of the conditions.

Mayor Pro Tem Kirwin commented that Mr. Langenwalter of Patriot Environmental Services is concerned about overflow parking in his lot after construction is completed.

Applicant Gilad Ganish responded that terms in the lease agreements for the project would include strict parking stipulations.

Mayor Yamaguchi inquired about the timing of the submittal of the applicant's redline document of conditions.

Applicant Gilad Ganish stated that he received Staff's conditions for approval on October 19th but it took some time to convert the pdf document to allow redline markings. The redline document was submitted to the City on October 28th . There was a call this afternoon with Staff and the City Attorney and progress was made on a couple of minor items but there are still items that Staff has a very firm stance on. The redline document contains items that make the project economically viable.

A discussion ensued about the 52 redlines throughout the applicant's document of conditions of approval and the short turnaround time to meet agenda deadlines.

Bill Halligan, Harrison & Associates discussed the response letter his office prepared regarding concerns from Lozeau Drury, LLP about the mitigated negative declaration.

Councilmember Shader discussed the process over the years of evaluating the best uses for the property, state housing requirements, planning and zoning processes and efforts to recruit hotels and/or car dealerships. She stated that the site has been in a blighted condition for over six (6) years and is a source of complaints. She expressed hope that development on the site would be a catalyst for other new developments in the area. She commented on surrounding mixed-use developments and the amenities they provide. She commented on the decrease in sales tax that is impacting city revenues and the stability of property tax revenue. She addressed conflict of interest concerns and her attendance at community workshops for the project.

Councilmember Smith inquired how many of the 248 units would be devoted to low-income housing.

Applicant Gilad Ganish responded that all the units would be market rate units and noted that DIF fees for affordable housing would be paid to the City on a per unit basis.

Councilmember Kirwin inquired about the occupancy rate for Springhill Suites in Placentia, the number of parking spaces that are dedicated for retail uses and the fire and police resources needed for the proposed development vs hotel development.

Applicant Ganish responded that 53 spaces are devoted to guest, leasing and retail.

Director Lambert responded the Springhill Suites has an occupancy rate over 80%. He noted that the development only has six (6) dedicated spaces for retail because the municipal code does not allow blended parking which the applicant is proposing.

Fire Chief Dobine expressed concerns about resources and the lack of mutual aid agreements with area fire agencies. He discussed concerns about the number of kitchens in the proposed development stating that most fires occur in residential kitchens or garages. He noted that hotels do not pose the same fire risks.

Police Chief Butts provided statistics on the number of calls for service for the Herald Development and Springhill Suites hotel. He commented on the nature of calls for each, overflow street parking from the Herald and Cinnamon Tree development, parking citations, and noise and party complaints from residential properties.

Councilmember Wanke commented on zone changes that have occurred throughout the City to allow residential development, the decline in commercial real estate, and the lack of interest in building a hotel or car dealership on the site. He also discussed his work on the development ad hoc committee and the standards developed for the Specific Plan for this property. He commented that there have been no

realistic proposals for hotel and/or car dealership uses on the site. He commented on the Hudson and Cenza developments and the improvements to these previously blighted areas. He added comments on the differences between apartment and condo developments. He expressed disappointment that realistic conditions of approval were not presented to Council. He inquired about the dedicated parking area for the Fire Department.

Fire Marshal Amanda Horner responded that the dedicated parking area was necessary to allow Fire Department access.

Councilmember Wanke noted that additional resources for the Fire Department may be needed because of the large developments that have already been built in the City and future development.

Mayor Yamaguchi commented that when the jeep dealership closed he had suggested to Staff that a hotel would be a good option for the site but has now come to the conclusion that there are other uses that may be better suited. He thanked everyone for their comments.

Councilmember Wanke addressed conflict of interest concerns and stated that he has never worked for the developer or anyone affiliated with them.

Mayor Yamaguchi closed the Public Hearing at 11:10 p.m. and noted that there are two options before the Council – denial or approval. He noted that the outstanding issue with approval is the conditions of approval which the applicant has submitted a redline version of those conditions.

City Administrator Arrula noted that the Council can remit the process of finalizing the conditions and terms to another body and have it come back to Council.

Mayor Yamaguchi asked if the redline version of conditions of approval could be discussed and reviewed at the meeting.

City Attorney Bettenhausen stated that the Council must first have consensus that there is desire to move towards approval of the project and then proceed with the review of the conditions of approval.

Mayor Yamaguchi noted that there are 52 redline conditions and asked if there was consensus to move forward with approval of the project and begin the discussion of reviewing the redline version of conditions. There was consensus to move towards approval and begin discussing the redline conditions of approval.

There was a discussion about how to best work through the redlined conditions of approval.

There was a break at 11:15 p.m.

The meeting reconvened at 11:20 p.m.

City Attorney Bettenhausen suggested that Staff begin with each redlined condition and explain why it is important, then allow the applicant to respond and explain why the condition should be changed, and then the Council provide direction on the condition.

Staff, the applicant, City Attorneys Bettenhausen and Smith and Council reviewed and discussed all 52 redline conditions of approval and incorporated revisions to the conditions of approval for the project.

A discussion ensued about the minimum and maximum density specified in the Ordinance. The density was not changed in the Ordinance and it was noted that if the applicant wanted to change the density in the future it would require an amendment to the General and Specific Plans. Changes to the development would require approval by the Planning Commission and City Council.

Mayor Yamaguchi commented on the transparency of the process stating the project is an investment in the community. He thanked all for staying until almost 2 a.m. to work out the details of the project.

Motion by Wanke, seconded by Shader, and carried a (3-2, Kirwin, Smith voted no) vote to approve Item 2.a., alternative recommendation, adopting Resolution No. 2024-60 with amended conditions of approval (Attachment D).

Motion by Yamaguchi, seconded by Shader, and carried a (3-2, Kirwin, Smith voted no) vote introducing Ordinance No. 2024-05.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 1:43 a.m. to a regular City Council meeting on Tuesday, September 17, 2024 at 5:30 p.m.

_____
Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/
Agency Secretary

Agenda Item No: 1.c

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 17, 2024

Submitted by: Gabriela Calin

From: Finance

Subject:

City Fiscal Year 2024-25 Registers for December 17, 2024

Check Register

Fiscal Impact: $ 1,321,065.44

Electronic Disbursement Register

Fiscal Impact: $ 1,451,285.56

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Receive and file.

Attachments

Check Register for 12.17.2024.pdf

ACH Check Register for 12.17.2024.pdf

City of Placentia
Check Register
For 12/17/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	1,321,065.44				

Check Totals by ID	
AP	1,321,065.44
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	1,321,065.44

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,262,992.43
117-Measure U Fund (0079)	1,349.30
205-State Gas Tax (0017)	18,948.00
211-PEG Fund (0058)	4,774.00
225-Asset Seizure (0021)	591.61
227-Explorer Grant NOC (0076)	639.37
249-TOD District CFD (0080)	130.37
265-Landscape Maintenance (0029)	11,471.27
275-Sewer Maintenance (0048)	13,311.58
280-Misc Grants Fund (0050)	150.00
401-City Capital Projects (0033)	1,273.29
601-Employee Health & Wlfre (0039)	5.00
605-Risk Management (0040)	5,163.22
701-Special Deposits (0044)	266.00
Check Total:	1,321,065.44

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

City of Placentia
Check Register
For 12/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL CITY MANAGEMENT V000005	10/27-11/9 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP112524	5,562.00	96943	P13468	00133168	11/26/2024
				Check Total:	**5,562.00**				
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101510-6315 Office Supplies	AP112524	8.99	1DQQ-CHM9-		00133169	11/26/2024
MW OH	AMAZON CAPITAL SERVICES V012336	DYMO LABELS	101510-6315 Office Supplies	AP112524	8.88	1DQQ-CHM9-		00133169	11/26/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101513-6315 Office Supplies	AP112524	207.61	1DQQ-CHM9-		00133169	11/26/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	404500-6315 Office Supplies	AP112524	18.37	1DQQ-CHM9-		00133169	11/26/2024
MW OH	AMAZON CAPITAL SERVICES V012336	KEYBOARD, WEBCAM	101523-6368 Computer Peripheral/Accessory	AP112524	229.56	1DQQ-CHM9-		00133169	11/26/2024
MW OH	AMAZON CAPITAL SERVICES V012336	ETHERNET CABLE 50FT	796302-6364 / 796302-6364 Computer Hardware	AP112524	99.90	1DQQ-CHM9-		00133169	11/26/2024
				Check Total:	**573.31**				
MW OH	BRANDON, SPENCER V012480	WILDLAND CLASS REG - REIMB.	103066-6250 Staff Training	AP112524	300.00	112124		00133170	11/26/2024
				Check Total:	**300.00**				
MW OH	CAMARENA, VALERIE V012959	GRANT WRITING REG - REIMB	103067-6250 Staff Training	AP112524	445.00	112124		00133171	11/26/2024
				Check Total:	**445.00**				
MW OH	CITY OF ANAHEIM V000021	FY24/25 OCCHMERA CONTRIBUTION	103066-6099 Professional Services	AP112524	5,532.00	HZM201905		00133172	11/26/2024
				Check Total:	**5,532.00**				
MW OH	CITY OF TUSTIN V005980	OCHRC 2025 MEMBERSHIP RENEWAL	102020-6255 Dues & Memberships	AP112524	250.00	11/2025		00133173	11/26/2024
				Check Total:	**250.00**				

City of Placentia
Check Register
For 12/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP112524	569.52	162735		00133174	11/26/2024
				Check Total:	**569.52**				
MW OH	COUNTY OF ORANGE V000715	Q2 - 800MHZ COST ALLOCATION	103043-6137 Repair Maint/Equipment	AP112524	25,068.22	STC002574	P13621	00133175	11/26/2024
MW OH	COUNTY OF ORANGE V000715	Q-2 800MHZ COST ALLOCATION	103066-6137 Repair Maint/Equipment	AP112524	7,916.38	STC002574	P13621	00133175	11/26/2024
				Check Total:	**32,984.60**				
MW OH	DIAMOND ENVIRONMENTAL V004152	HERITAGE - RESTROOM/SINK RENT	104078-6299 Other Purchased Services	AP112524	7,073.50	0005760881	P13662	00133176	11/26/2024
MW OH	DIAMOND ENVIRONMENTAL V004152	HERITAGE - RESTROOM/SINK RENT	104078-6299 Other Purchased Services	AP112524	423.30	0005760881	P13662	00133176	11/26/2024
				Check Total:	**7,496.80**				
MW OH	DISABILITY ACCESS V012852	OCT - CONSULTING ADA PLAN SVS	109401-6770 / 24901-6770 Infrastructure - Major Studies	AP112524	3,750.00	24-297	P13598	00133177	11/26/2024
				Check Total:	**3,750.00**				
MW OH	EPROMOS PROMOTIONAL V012556	PROMO ITEMS - GLOW STICKS	103040-6401 Community Programs	AP112524	1,003.38	INV312720	P13652	00133178	11/26/2024
MW OH	EPROMOS PROMOTIONAL V012556	PD PROMOTIONAL ITEMS	103040-6401 Community Programs	AP112524	1,097.93	INV312718	P13704	00133178	11/26/2024
				Check Total:	**2,101.31**				
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	156.86	102-221371	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	28.35	102-221462	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	62.66	102-221540	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS	PARTS AND SUPPLIES	103658-6134	AP112524	75.45	102-221794	P13535	00133179	11/26/2024

City of Placentia
Check Register
For 12/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	59.05	102-222002	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	77.95	11-2013959	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	22.35	12-6215725	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	672.42	12-6221437	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	349.82	12-6226253	P13535	00133179	11/26/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112524	324.21	12-6235393	P13535	00133179	11/26/2024
				Check Total:	**1,829.12**				
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS AND PARTS	103658-6134 Vehicle Repair & Maintenance	AP112524	130.39	291825		00133180	11/26/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS AND PARTS	103658-6134 Vehicle Repair & Maintenance	AP112524	333.37	292138		00133180	11/26/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS AND PARTS	103658-6134 Vehicle Repair & Maintenance	AP112524	72.20	292140		00133180	11/26/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS AND PARTS	103658-6134 Vehicle Repair & Maintenance	AP112524	1,009.62	292208		00133180	11/26/2024
MW OH	FAIRWAY FORD V000376	VEHICLE REPAIRS AND PARTS	103658-6134 Vehicle Repair & Maintenance	AP112524	199.50	C27510		00133180	11/26/2024
				Check Total:	**1,745.08**				
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 Water	AP112524	4,953.84	111424		00133181	11/26/2024
MW OH	GOLDEN STATE WATER	OCT-NOV WATER CHARGES	296561-6335	AP112524	10,981.39	111424		00133181	11/26/2024

City of Placentia
Check Register
For 12/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000928		Water						
				Check Total:	**15,935.23**				
MW OH	HAZ PARTY RENTALS V000462	TENTS, TABLE/CHAIRS - HERITAGE	104078-6299 Other Purchased Services	AP112524	1,430.80	47559	P13661	00133182	11/26/2024
MW OH	HAZ PARTY RENTALS V000462	TENTS, TABLE/CHAIRS - HERITAGE	104078-6299 Other Purchased Services	AP112524	8,064.50	47560	P13661	00133182	11/26/2024
				Check Total:	**9,495.30**				
MW OH	HERC RENTALS INC V010786	HERITAGE FESTIVAL GENERATORS	104078-6299 Other Purchased Services	AP112524	2,927.90	35033283-001	P13650	00133183	11/26/2024
				Check Total:	**2,927.90**				
MW OH	KNUTSON, TERI V005254	TRAINING - MILEAGE REIMB	213041-6250 Staff Training	AP112524	54.27	KNUTSON11212		00133184	11/26/2024
				Check Total:	**54.27**				
MW OH	KOSMONT TRANSACTIONS V011935	ANNUAL CDIAC REPORTING FILINGS	102020-6099 Professional Services	AP112524	2,500.00	11/19/2024		00133185	11/26/2024
				Check Total:	**2,500.00**				
MW OH	MCKENZIE, TOM V006560	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP112524	425.00	MCKENZIE1121		00133186	11/26/2024
				Check Total:	**425.00**				
MW OH	MURPHY, RYAN V012004	ICS 300 CERT - REIMBURSEMENT	103066-6250 Staff Training	AP112524	360.00	112124		00133187	11/26/2024
				Check Total:	**360.00**				
MW OH	NAVARRO, CHARLES V012960	WILDLAND CLASS REG - REIMB	103066-6250 Staff Training	AP112524	300.00	112124		00133188	11/26/2024
				Check Total:	**300.00**				
MW OH	NAVARRO, MAC V011664	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP112524	31.17	NAVARRO1121		00133189	11/26/2024

City of Placentia
Check Register
For 12/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**31.17**				
MW OH	OMEGA INDUSTRIAL SUPPLY V011740	DEODORIZING CLEANER	104055-6130 Repair & Maint/Facilities	AP112524	130.47	159531		00133190	11/26/2024
				Check Total:	**130.47**				
MW OH	ORANGE COUNTY FIRE V000704	Q1 FY24/25 MUTUAL AID RESPONSE	103066-6301 Special Department Expenses	AP112524	129.31	S0519868		00133191	11/26/2024
				Check Total:	**129.31**				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP112524	282.09	1020287542	P13520	00133192	11/26/2024
				Check Total:	**282.09**				
MW OH	PLACENTIA CHAMBER OF V000772	COOPERATION AGREEMENT FEE	101534-6057 Chamber of Commerce	AP112524	25,000.00	17479		00133193	11/26/2024
				Check Total:	**25,000.00**				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP112524	137.19	C557460		00133194	11/26/2024
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP112524	423.43	C69618		00133194	11/26/2024
				Check Total:	**560.62**				
MW OH	PRIORITY DISPATCH CORP V011406	EFD COURSE - OLDHAM	101515-6250 Staff Training	AP112524	425.00	SIN386476		00133195	11/26/2024
MW OH	PRIORITY DISPATCH CORP V011406	EMD/EFD TRAINING COURSE	101515-6250 Staff Training	AP112524	516.00	SIN388121		00133195	11/26/2024
MW OH	PRIORITY DISPATCH CORP V011406	EMD/EFD TRAINING COURSE - WADE	101515-6250 Staff Training	AP112524	425.00	SIN388214		00133195	11/26/2024
				Check Total:	**1,366.00**				
MW OH	QUADIENT FINANCE USA INC V011439	POSTAGE - MAILING MACHINE	109595-6325 Postage	AP112524	3,288.56	11/17/2024		00133196	11/26/2024

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				Check Total:	**3,288.56**				
MW OH	RIO HONDO COLLEGE V002275	PD TRAINING REGISTRATION	213041-6250 Staff Training	AP112524	50.00	RIO112124		00133197	11/26/2024
				Check Total:	**50.00**				
MW OH	SAGECREST PLANNING AND V010576	OCT -ENVIRONMENTAL INSPECTIONS	105213-6850 / 105213-6850 Building & Facilities	AP112524	308.04	4929	P13635	00133198	11/26/2024
				Check Total:	**308.04**				
MW OH	SO CAL GAS V000909	OCT - GAS CHARGES	109595-6340 Natural Gas	AP112524	209.88	111424		00133199	11/26/2024
				Check Total:	**209.88**				
MW OH	SOUTHERN CALIFORNIA V000910	OCT - ELECTRIC CHARGES	109595-6330 Electricity	AP112524	37,809.82	111424		00133200	11/26/2024
MW OH	SOUTHERN CALIFORNIA V000910	OCT - ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP112524	97.80	111424		00133200	11/26/2024
MW OH	SOUTHERN CALIFORNIA V000910	OCT - ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP112524	5.13	111424		00133200	11/26/2024
MW OH	SOUTHERN CALIFORNIA V000910	OCT - ELECTRIC CHARGES	296561-6330 Electricity	AP112524	168.42	111424		00133200	11/26/2024
MW OH	SOUTHERN CALIFORNIA V000910	OCT - ELECTRIC CHARGES	800000-6330 Electricity	AP112524	130.37	111424		00133200	11/26/2024
				Check Total:	**38,211.54**				
MW OH	TEMPORARY STAFFING V012940	11/4-10 PROFESSIONAL SVS	102020-6099 Professional Services	AP112524	3,146.80	000580	P13688	00133201	11/26/2024
				Check Total:	**3,146.80**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP112524	108.73	70783		00133202	11/26/2024
				Check Total:	**108.73**				
MW OH	TRAFFIC MANAGEMENT	ROAD CLOSURE SUPPLIES	104078-6299	AP112524	8,736.63	1169382	P13666	00133203	11/26/2024

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	V008463		Other Purchased Services						
				Check Total:	**8,736.63**				
MW OH	VALDEZ, FABIAN V012210	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP112524	31.17	VALDEZ112124		00133204	11/26/2024
				Check Total:	**31.17**				
MW OH	THOMAS A WHITE V012618	AUG - BNSF CONSULTING SVS	103551-6017 Special Studies	AP112524	8,836.50	V082401	P13692	00133205	11/26/2024
				Check Total:	**8,836.50**				
MW OH	YORBA LINDA WATER V001148	OCT-NOV WATER CHARGES	109595-6335 Water	AP112524	431.85	111424		00133206	11/26/2024
				Check Total:	**431.85**				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS - CHAMP	103041-6148 K9 Expenses	AP112524	219.43	5438715017		00133207	11/26/2024
				Check Total:	**219.43**				
MW OH	ZAVADIL, DANIEL V012752	UNIFORMS REIMBURSEMENT	102531-6360 Uniforms	AP112524	49.55	112124		00133208	11/26/2024
MW OH	ZAVADIL, DANIEL V012752	RESIDENTIAL PLMBG EXAM REIMB	102532-6250 Staff Training	AP112524	240.00	112124		00133208	11/26/2024
				Check Total:	**289.55**				
MW OH	ADMINSURE V004980	OCT - WORKER'S COMP ADMIN	404580-6025 Third Party Administration	AP120224	5,144.85	17457	P13644	00133209	12/05/2024
				Check Total:	**5,144.85**				
MW OH	AI, DAVID V004026	PYB OFFICIATING FEES	104071-6275 Officiating	AP120224	1,496.00	0001	P13728	00133210	12/05/2024
				Check Total:	**1,496.00**				
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103040-6315 Office Supplies	AP120224	20.00	17G4-PJQD-		00133211	12/05/2024

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MW OH	AMAZON CAPITAL SERVICES V012336	FIRST AID SUPPLIES	103040-6301 Special Department Expenses	AP120224	1,331.67	17G4-PJQD-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW - OFFICE SUPPLIES	103550-6315 Office Supplies	AP120224	87.53	1H9P-6D6C-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103654-6130 Repair & Maint/Facilities	AP120224	249.22	1NDK-7G1L-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103658-6137 Repair Maint/Equipment	AP120224	369.24	1NDK-7G1L-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP120224	45.03	1NDK-7G1L-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SW MAINTENANCE SUPPLIES	103655-6116 Tree Maintenance	AP120224	44.03	1NDK-7G1L-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	SANITORIAL SUPPLIES	103654-6147 Janitorial Supplies	AP120224	276.96	1NDK-7G1L-		00133211	12/05/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP120224	311.14	1VTY-174Q-		00133211	12/05/2024
				Check Total:	**2,734.82**				
MW OH	ANTHEM LIFE INSURANCE V000046	DEC - SMITH, WARD LIFE INS	395083-5163 Life Insurance Premiums	AP120224	5.00	DECEMBER		00133212	12/05/2024
				Check Total:	**5.00**				
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone/Internet	AP120224	6,927.32	112124		00133213	12/05/2024
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	296561-6215 Telephone/Internet	AP120224	61.72	112124		00133213	12/05/2024
				Check Total:	**6,989.04**				
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120224	4.30	659585		00133214	12/05/2024
MW OH	B & M LAWN & GARDEN	LANDSCAPE SUPPLIES	103655-6130	AP120224	275.36	660349		00133214	12/05/2024

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	V000127		Repair & Maint/Facilities						
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120224	431.06	660350		00133214	12/05/2024
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120224	301.05	660353		00133214	12/05/2024
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120224	181.10	660543		00133214	12/05/2024
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120224	146.46	661712		00133214	12/05/2024
				Check Total:	**1,339.33**				
MW OH	BOA ARCHITECTURE V010118	ARCHITECT & ENG DESIGN SVS	105307-6850 Building & Facilities	AP120224	1,800.00	23-3011-6	P13584	00133215	12/05/2024
				Check Total:	**1,800.00**				
MW OH	BUTTS, BRAD V002941	NOV - FASTRAK REIMBURSEMENT	103040-6051 Toll Roads Expense	AP120224	493.34	NOVEMBER		00133216	12/05/2024
				Check Total:	**493.34**				
MW OH	CALIFORNIA FUELS AND V012941	DIESEL FUEL DELIVERY	103658-6345 Gasoline & Diesel Fuel	AP120224	11,020.39	P1673266-1	P13683	00133217	12/05/2024
				Check Total:	**11,020.39**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP120224	591.38	2132850	P13514	00133218	12/05/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP120224	474.37	2152091	P13514	00133218	12/05/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP120224	468.63	2154709	P13514	00133218	12/05/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP120224	98.33	2229429	P13514	00133218	12/05/2024
MW OH	CALMAT CO.	PAVING MATERIALS	103652-6132	AP120224	474.37	2232576	P13514	00133218	12/05/2024

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	V010007		Repair & Maintenance/Streets						
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP120224	484.69	2257172	P13514	00133218	12/05/2024
				Check Total:	**2,591.77**				
MW OH	COUNTY OF ORANGE V008881	PRE-BOOKING FORMS	103040-6230 Printing & Binding	AP120224	67.15	SH 70115		00133219	12/05/2024
MW OH	COUNTY OF ORANGE V008881	RADIO REPAIR	103041-6137 Repair Maint/Equipment	AP120224	278.00	STTM002475		00133219	12/05/2024
				Check Total:	**345.15**				
MW OH	DAY & NITE DOOR SERVICE V001616	SR CTR - DOUBLE DOOR SVS	104055-6130 Repair & Maint/Facilities	AP120224	546.00	OC-96733		00133220	12/05/2024
				Check Total:	**546.00**				
MW OH	DENNIS GRUBB & V012137	11/1-15 FIRE PLAN CHECK REVIEW	103066-6290 Dept. Contract Services	AP120224	5,670.00	002-32385	P13478	00133221	12/05/2024
				Check Total:	**5,670.00**				
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	101512-6099 Professional Services	AP120224	147.00	774506		00133222	12/05/2024
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP120224	132.00	774506		00133222	12/05/2024
MW OH	DEPARTMENT OF JUSTICE V000213	OCT LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP120224	34.00	774506		00133222	12/05/2024
				Check Total:	**313.00**				
MW OH	DEROTIC EMERGENCY V011295	E1 REPAIRS & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP120224	501.72	SO-5186	P13540	00133223	12/05/2024
				Check Total:	**501.72**				
MW OH	ENTERPRISE FLEET V003312	NOV - PD VH LEASE CHARGES	103658-6165 Vehicle Lease	AP120224	20,924.14	FBN5177314	P13494	00133224	12/05/2024

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				Check Total:	**20,924.14**				
MW OH	EPIC LAND SOLUTIONS INC. V012586	SEP - EASEMENT APPRAISAL SVS	331801-6740 / 331801-6740 Infrastructure - Streets	AP120224	1,273.29	0924-1420	P13539	00133225	12/05/2024
				Check Total:	**1,273.29**				
MW OH	DAVILA, TIFFANY RHINAN V012964	TAMALE FEST - ENTERTAINER	104073-6099 Professional Services	AP120224	1,100.00	00012142024		00133226	12/05/2024
				Check Total:	**1,100.00**				
MW OH	FAIRWAY FORD V000376	OCT - PLACENTIA VEHICLE REBATE	101534-6363 Resident Vehicle Rebate Prog	AP120224	1,000.00	OCTOBER 2024		00133227	12/05/2024
				Check Total:	**1,000.00**				
MW OH	FORENSIC NURSE V009316	SART EXAM DR# 24-04180	103040-6099 Professional Services	AP120224	1,500.00	6086		00133228	12/05/2024
				Check Total:	**1,500.00**				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE11/23 PD11/29	0010-2196 Garnishments W/H	AP120224	7.73	PR2401024		00133229	12/05/2024
				Check Total:	**7.73**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	CUSTODIAL SUPPLIES	103654-6147 Janitorial Supplies	AP120224	51.72	247484A	P13583	00133230	12/05/2024
				Check Total:	**51.72**				
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 Water	AP120224	2,182.27	112124		00133231	12/05/2024
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	296561-6335 Water	AP120224	259.74	112124		00133231	12/05/2024
				Check Total:	**2,442.01**				
MW OH	HALO CONFIDENTIAL V011712	NOV - PD TRAINING MGMT	103040-6290 Dept. Contract Services	AP120224	1,622.50	0243T	P13460	00133232	12/05/2024
				Check Total:	**1,622.50**				

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MW OH	HAZ PARTY RENTALS V000462	TREE LIGHTING - TABLE/CHAIRS	104071-6301 / 79394-6301 Special Department Expenses	AP120224	720.04	48014		00133233	12/05/2024
				Check Total:	**720.04**				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPL PHYSICAL - L. GUTFELD	101512-6099 Professional Services	AP120224	302.00	30601-4448664		00133234	12/05/2024
				Check Total:	**302.00**				
MW OH	HIGH FIVE JUMPERS INC V012965	TAMALE FEST - INFLATABLES	104073-6099 Professional Services	AP120224	800.00	37325889		00133235	12/05/2024
				Check Total:	**800.00**				
MW OH	HOUSTON & HARRIS PCS INC V010110	OCT - SEWER LINE CLEANING	484356-6120 R & M/Sewer & Storm Drain	AP120224	12,002.80	24-26325	P13517	00133236	12/05/2024
				Check Total:	**12,002.80**				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP120224	577.09	0017817364-001	P13479	00133237	12/05/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP120224	222.50	0018064860-001	P13479	00133237	12/05/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP120224	729.89	0018597324-001	P13479	00133237	12/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP120224	121.32	0018386580-001	P13560	00133237	12/05/2024
				Check Total:	**1,650.80**				
MW OH	INSIGHT PUBLIC SECTOR V007489	COMMERCIAL TV MONITORS	796508-6850 Building & Facilities	AP120224	1,249.40	1101223483		00133238	12/05/2024
				Check Total:	**1,249.40**				
MW OH	INTEGRITY LANDSCAPE AND V012789	SEP - LANDSCAPE SVS	101206-2046 / 101206-2046 Retentions Payable	AP120224	-355.88	1617		00133239	12/05/2024
MW OH	INTEGRITY LANDSCAPE AND V012789	OCT - LANDSCAPE SVS	101206-2046 / 101206-2046 Retentions Payable	AP120224	-125.00	1628		00133239	12/05/2024

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MW OH	INTEGRITY LANDSCAPE AND V012789	SEP - LANDSCAPE SVS	101206-6730 / 101206-6730 Improvements Othr Thn Bldgs	AP120224	7,117.67	1617	P13616	00133239	12/05/2024
MW OH	INTEGRITY LANDSCAPE AND V012789	OCT - LANDSCAPE SVS	101206-6730 / 101206-6730 Improvements Othr Thn Bldgs	AP120224	2,500.00	1628	P13616	00133239	12/05/2024
				Check Total:	**9,136.79**				
MW OH	JOHN L HUNTER & V009056	SEP - NPDES CONSULTING SVS	103593-6099 Professional Services	AP120224	4,191.25	PLA1MS412409	P13509	00133240	12/05/2024
				Check Total:	**4,191.25**				
MW OH	JON STOVER & ASSOCIATES V012841	ECONOMIC BENEFIT ANALYSIS	101534-6099 Professional Services	AP120224	6,000.00	1409R	P13723	00133241	12/05/2024
				Check Total:	**6,000.00**				
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP120224	4,075.58	125546		00133242	12/05/2024
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP120224	27,233.33	126120		00133242	12/05/2024
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP120224	28,324.30	12617		00133242	12/05/2024
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP120224	522.78	12619		00133242	12/05/2024
				Check Total:	**60,155.99**				
MW OH	LEADSONLINE LLC V012207	2025 INVESTIGATIVE SOFT SUBSCR	103042-6366 Web Based Service/Subcriptions	AP120224	5,299.00	414985		00133243	12/05/2024
				Check Total:	**5,299.00**				
MW OH	LIEBERT CASSIDY V000597	OCT - PROFESSIONAL SVS	101512-6099 Professional Services	AP120224	1,260.00	279824		00133244	12/05/2024
MW OH	LIEBERT CASSIDY V000597	OCT - PROFESSIONAL SVS	101512-6099 Professional Services	AP120224	1,767.50	280444		00133244	12/05/2024
				Check Total:	**3,027.50**				

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MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS - CRUZ	763041-6360 Uniforms	AP120224	639.37	INV888961		00133245	12/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - COSME	103041-6360 Uniforms	AP120224	26.52	INV887275	P13512	00133245	12/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - BENNETT	103041-6360 Uniforms	AP120224	698.32	INV889048	P13512	00133245	12/05/2024
				Check Total:	**1,364.21**				
MW OH	MARK43 INC V010565	RMS/CAD SOFTWARE RENEWAL	103041-6136 Software Maintenance	AP120224	59,220.00	INV1300		00133246	12/05/2024
				Check Total:	**59,220.00**				
MW OH	MIKE RAAHAUGES V010677	11/19 PISTOL RANGE	103043-6162 Range Training	AP120224	100.00	2039		00133247	12/05/2024
				Check Total:	**100.00**				
MW OH	MKC PRINTING V012722	PYB JERSEYS 2024/25	104071-6301 Special Department Expenses	AP120224	1,568.00	1038		00133248	12/05/2024
				Check Total:	**1,568.00**				
MW OH	MOBILE ZOO OF SOUTHERN V010595	PETTING ZOO - TAMALE FEST	104073-6265 Entertainment Services	AP120224	999.00	2024-0598		00133249	12/05/2024
				Check Total:	**999.00**				
MW OH	NAPA AUTO PARTS V011456	AUTO PARTS	103658-6134 Vehicle Repair & Maintenance	AP120224	18.40	137589		00133250	12/05/2024
				Check Total:	**18.40**				
MW OH	NAPA AUTO PARTS V012662	VEHICLE MAINT SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP120224	83.92	900635		00133251	12/05/2024
				Check Total:	**83.92**				
MW OH	NENA V012661	SUPERVISOR MEMBERSHIP	101515-6255 Dues & Memberships	AP120224	152.00	300081003		00133252	12/05/2024

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				Check Total:	**152.00**				
MW OH	PCN3 INC V012642	OCT - PSC CONST SVS	105213-2046 / 105213-2046 Retentions Payable	AP120224	-41,147.50	APP 16		00133253	12/05/2024
MW OH	PCN3 INC V012642	OCT - PSC CONST SVS	105213-6850 / 105213-6850 Building & Facilities	AP120224	822,950.00	APP 16	P13587	00133253	12/05/2024
				Check Total:	**781,802.50**				
MW OH	POWER PLUS V006730	10/8-11/4 BUTLER - TEMP POWER	105213-6850 / 105213-6850 Building & Facilities	AP120224	470.00	322874P1124	P13493	00133254	12/05/2024
				Check Total:	**470.00**				
MW OH	PREMIER FIRST RESPONDER V011754	NOV - OFFICER THERAPY SVS	503040-6301 / 233004-6301 Special Department Expenses	AP120224	150.00	1603		00133255	12/05/2024
				Check Total:	**150.00**				
MW OH	PSYCHOLOGICAL V009259	10/2 - PRE-EMPL PSYCH EVAL	101512-6099 Professional Services	AP120224	462.00	900073A		00133256	12/05/2024
				Check Total:	**462.00**				
MW OH	QUENCH USA V012472	DEC -PD WATER/ICE MACHINE RENT	103041-6301 Special Department Expenses	AP120224	74.81	INV8228582		00133257	12/05/2024
				Check Total:	**74.81**				
MW OH	RED 88 MEDIA LLC V012180	OCT - BROADCASTING SVS	581573-6290 Dept. Contract Services	AP120224	2,728.00	24-1025-0030	P13553	00133258	12/05/2024
MW OH	RED 88 MEDIA LLC V012180	NOV - BROADCASTING SVS	581573-6290 Dept. Contract Services	AP120224	2,046.00	24-1025-0031	P13553	00133258	12/05/2024
				Check Total:	**4,774.00**				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	30-2011-00456217	0010-2196 Garnishments W/H	AP120224	410.36	PR2401024		00133259	12/05/2024
				Check Total:	**410.36**				
MW OH	SOUTHERN CALIFORNIA	OCT - ELECTRIC CHARGES	109595-6330	AP120224	6,186.35	112124		00133260	12/05/2024

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For 12/10/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	OCT - ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP120224	164.37	112124		00133260	12/05/2024
				Check Total:	**6,350.72**				
MW OH	T-MOBILE USA V009215	GPS LOCATE DR23-03784	103042-6290 Dept. Contract Services	AP120224	115.00	9586252851		00133261	12/05/2024
				Check Total:	**115.00**				
MW OH	THE BEE MAN V000117	11/26 BEE REMOVAL - SAMP PARK	104055-6099 Professional Services	AP120224	265.00	13829		00133262	12/05/2024
				Check Total:	**265.00**				
MW OH	THE FOUNDATION OF PSUSD V012098	TREE LIGHTING PERFORMER	104071-6099 Professional Services	AP120224	5,000.00	11252024	P13721	00133263	12/05/2024
				Check Total:	**5,000.00**				
MW OH	THE SAUCE CREATIVE V007476	TAMALE FESTIVAL BANNER	104073-6230 Printing & Binding	AP120224	938.69	7294		00133264	12/05/2024
MW OH	THE SAUCE CREATIVE V007476	TREE LIGHTING FLYER	104070-6230 Printing & Binding	AP120224	620.94	7301		00133264	12/05/2024
MW OH	THE SAUCE CREATIVE V007476	HERITAGE FEST ADVERTISEMENT	104078-6230 Printing & Binding	AP120224	3,510.34	7176	P13645	00133264	12/05/2024
				Check Total:	**5,069.97**				
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6146 Paint Supplies	AP120224	260.11	5295-8		00133265	12/05/2024
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6146 Paint Supplies	AP120224	240.83	8306-5		00133265	12/05/2024
				Check Total:	**500.94**				
MW OH	AGUILERA, FLOR V009962	CS - CITY POLO SHIRTS	104071-6360 Uniforms	AP120224	97.70	11937		00133266	12/05/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**97.70**				
MW OH	TJAUW, AINI V012963	ROOFING BOND REFUND 30-24-312	0044-2033 Construction & Demo Deposit	AP120224	100.00	B24-2145		00133267	12/05/2024
				Check Total:	**100.00**				
MW OH	TLAQUEPAQUE RESTAURANT V001045	T. SHADER SERVICE RECOGNITION	101001-6053 City Events	AP120224	500.25	112424		00133268	12/05/2024
				Check Total:	**500.25**				
MW OH	TOTUM CORP V010229	SIFI INSPECTION SVS- FINAL PMT	103551-6099 Professional Services	AP120224	48,365.19	206671	P13619	00133269	12/05/2024
				Check Total:	**48,365.19**				
MW OH	TREJO, DANIELA V012221	REISSUE STALE DATED CHECK	0010-2090 Stale Dated Checks	AP120224	30.86	CK# 130875		00133270	12/05/2024
				Check Total:	**30.86**				
MW OH	TRILLIUM CNG (1720) V007952	OCT - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP120224	94.98	241488706		00133271	12/05/2024
				Check Total:	**94.98**				
MW OH	UNDERGROUND SERVICE V010637	OCT DIG ALERT SVS	484356-6301 Special Department Expenses	AP120224	169.10	1020240533		00133272	12/05/2024
MW OH	UNDERGROUND SERVICE V010637	OCT CA STATE FEE REG COST	484356-6301 Special Department Expenses	AP120224	73.74	24-251434		00133272	12/05/2024
				Check Total:	**242.84**				
MW OH	UNIQUE PRINTING V010259	VEHICLE & EQUIP SVS - FORMS	103040-6230 Printing & Binding	AP120224	297.54	46371		00133273	12/05/2024
				Check Total:	**297.54**				
MW OH	WEST COAST ARBORISTS INC V001124	10/16-31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP120224	2,340.00	221670	P13622	00133274	12/05/2024
MW OH	WEST COAST ARBORISTS INC	10/16-31 TREE TRIMMING SVS	173555-6116	AP120224	2,340.00	221670	P13622	00133274	12/05/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001124		Tree Maintenance						
MW OH	WEST COAST ARBORISTS INC V001124	00/16- 31 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP120224	16,608.00	221672	P13622	00133274	12/05/2024
MW OH	WEST COAST ARBORISTS INC V001124	00/16-31 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP120224	16,608.00	221672	P13622	00133274	12/05/2024
				Check Total:	**37,896.00**				
MW OH	WEST COAST SAND & V001134	TOPSOIL	103652-6132 Repair & Maintenance/Streets	AP120224	535.96	778332		00133275	12/05/2024
MW OH	WEST COAST SAND & V001134	CRUSHED AGGREGATE	103652-6132 Repair & Maintenance/Streets	AP120224	615.20	781884		00133275	12/05/2024
				Check Total:	**1,151.16**				
MW OH	YORBA LINDA WATER V006633	OCT - SEWER CHARGES	484356-6297 Billing Services	AP120224	1,065.94	564308		00133276	12/05/2024
				Check Total:	**1,065.94**				
MW OH	ZHOU, BING V012002	TRAFFIC SURVEY	103550-6099 Professional Services	AP120224	320.00	SC0330		00133277	12/05/2024
				Check Total:	**320.00**				
				Type Total:	**1,321,065.44**				
				Check Total:	**1,321,065.44**				

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ACH Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	790,641.71				

Check Totals by ID	
AP	790,641.71
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	790,641.71

Fund Name	Check Totals by Fund
101-General Fund (0010)	448,680.52
231-Placentia Reg Nav Cent(0078)	431.73
234-Technology Impact Fees (0075)	1,980.00
265-Landscape Maintenance (0029)	13.93
275-Sewer Maintenance (0048)	213.53
401-City Capital Projects (0033)	239.00
501-Refuse Administration (0037)	145.07
601-Employee Health & Wlfre (0039)	336,716.83
605-Risk Management (0040)	2,221.10
Check Total:	790,641.71

ACH Payroll Direct Deposit for 11/29/2024: 660,643.85

Electronic Disbursement Total: 1,451,285.56

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BLUEBEAM INC V012440	11/24-25 REVUCORE SUBSCRIPTION	750000-6366 Web Based Service/Subcriptions	EFT112624	1,980.00	2124326		00019315	11/26/2024
				Check Total:	**1,980.00**				
MW OH	ALDWIR, MAMOUN E000113	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019316	11/29/2024
				Check Total:	**870.44**				
MW OH	ANDERSON, MARLA E000071	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019317	11/29/2024
				Check Total:	**527.78**				
MW OH	ARMSTRONG, JOHN T E000046	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	1,137.00	DEC-24		00019318	11/29/2024
				Check Total:	**1,137.00**				
MW OH	AUDISS, JAY SCOTT E000125	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	2,256.00	DEC-24		00019319	11/29/2024
				Check Total:	**2,256.00**				
MW OH	BABCOCK, CHARLES A E000015	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	308.00	DEC-24		00019320	11/29/2024
				Check Total:	**308.00**				
MW OH	BEALS, SHARLENE E000076	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019321	11/29/2024
				Check Total:	**185.39**				
MW OH	BERMUDEZ, ALBERT E000124	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	547.69	DEC-24		00019322	11/29/2024
				Check Total:	**547.69**				
MW OH	BUNNELL, DONALD E000062	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019323	11/29/2024
				Check Total:	**527.78**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BURGNER, ARTHUR E000074	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019324	11/29/2024
				Check Total:	**527.78**				
MW OH	BUSSE, MICHAEL E000131	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.70	DEC-24		00019325	11/29/2024
				Check Total:	**565.70**				
MW OH	CHANDLER, JOHN P E000109	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	1,879.80	DEC-24		00019326	11/29/2024
				Check Total:	**1,879.80**				
MW OH	CHANG, ROBERT E000107	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	867.44	DEC-24		00019327	11/29/2024
				Check Total:	**867.44**				
MW OH	COBBETT, GEOFFREY E000007	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019328	11/29/2024
				Check Total:	**527.78**				
MW OH	COOK, ARLENE M E000018	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019329	11/29/2024
				Check Total:	**527.78**				
MW OH	D'AMATO, ROBERT E000056	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019330	11/29/2024
				Check Total:	**185.39**				
MW OH	DAVID, PRESTON E000112	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019331	11/29/2024
				Check Total:	**527.78**				
MW OH	DAVIS, CAROLYN E000005	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019332	11/29/2024
				Check Total:	**185.39**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DEAN, ANDREW E000135	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	1,815.00	DEC-24		00019333	11/29/2024
				Check Total:	**1,815.00**				
MW OH	DELOS SANTOS, JAMIE E000045	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	229.55	DEC-24		00019334	11/29/2024
				Check Total:	**229.55**				
MW OH	DICKSON, ROBERTA JO E000011	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019335	11/29/2024
				Check Total:	**185.39**				
MW OH	DOWNEY, CAROL E000082	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019336	11/29/2024
				Check Total:	**527.78**				
MW OH	ECKENRODE, NORMAN E000029	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019337	11/29/2024
				Check Total:	**527.78**				
MW OH	ESCOBOSA, LILLIAN E000055	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	291.15	DEC-24		00019338	11/29/2024
				Check Total:	**291.15**				
MW OH	ESPINOZA, ROSALINDA E000016	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019339	11/29/2024
				Check Total:	**565.00**				
MW OH	FRICKE, JUERGEN E000075	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019340	11/29/2024
				Check Total:	**873.00**				
MW OH	FULLER, GLENN H E000081	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019341	11/29/2024
				Check Total:	**873.00**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GALLANT, KAREN E000008	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019342	11/29/2024
				Check Total:	**527.78**				
MW OH	GARNER, JO ANN E000047	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019343	11/29/2024
				Check Total:	**185.39**				
MW OH	GARNER, KITTY E000080	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019344	11/29/2024
				Check Total:	**870.44**				
MW OH	GRIMM, DENNIS L E000042	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	308.00	DEC-24		00019345	11/29/2024
				Check Total:	**308.00**				
MW OH	HOLTSCLAW, KATHERINE E000121	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019346	11/29/2024
				Check Total:	**565.00**				
MW OH	IRVINE, SUZETTE E000019	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019347	11/29/2024
				Check Total:	**527.78**				
MW OH	JENKINS, ROBERT E000084	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	739.30	DEC-24		00019348	11/29/2024
				Check Total:	**739.30**				
MW OH	JOHNSON, SHARON E000099	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019349	11/29/2024
				Check Total:	**185.39**				
MW OH	JONES, ROBERT E000053	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	184.72	DEC-24		00019350	11/29/2024
				Check Total:	**184.72**				

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MW OH	JUAREZ, JANET E000134	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	184.72	DEC-24		00019351	11/29/2024
				Check Total:	**184.72**				
MW OH	JUDD, TERRELL E000115	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019352	11/29/2024
				Check Total:	**870.44**				
MW OH	KIRKLAND, RICHARD L E000110	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	184.72	DEC-24		00019353	11/29/2024
				Check Total:	**184.72**				
MW OH	LITTLE, DIANE M E000098	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	291.15	DEC-24		00019354	11/29/2024
				Check Total:	**291.15**				
MW OH	LOOMIS, CORINNE E000122	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019355	11/29/2024
				Check Total:	**565.00**				
MW OH	LOWREY, B J E000041	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	308.00	DEC-24		00019356	11/29/2024
				Check Total:	**308.00**				
MW OH	MAERTZWEILER, MICHAEL D E000032	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019357	11/29/2024
				Check Total:	**527.78**				
MW OH	MILANO, JAMES E000054	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019358	11/29/2024
				Check Total:	**527.78**				
MW OH	MILLER, RICHARD E000106	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019359	11/29/2024
				Check Total:	**873.00**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	NAJERA, JOSEPH D. E000136	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019360	11/29/2024
				Check Total:	**565.00**				
MW OH	OLEA, ARLENE J E000014	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019361	11/29/2024
				Check Total:	**527.78**				
MW OH	PALMER, GEORGE E000094	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019362	11/29/2024
				Check Total:	**873.00**				
MW OH	PASCARELLA, RICHARD E000129	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	2,095.45	DEC-24		00019363	11/29/2024
				Check Total:	**2,095.45**				
MW OH	PASCUA, RAYNALD E000114	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019364	11/29/2024
				Check Total:	**870.44**				
MW OH	PASPALL, MIHAJLO E000085	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	526.44	DEC-24		00019365	11/29/2024
				Check Total:	**526.44**				
MW OH	PEREZ, ROBERT E000111	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	184.72	DEC-24		00019366	11/29/2024
				Check Total:	**184.72**				
MW OH	PICHON, WALTER E000103	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	291.15	DEC-24		00019367	11/29/2024
				Check Total:	**291.15**				
MW OH	PINEDA, MATEO E000127	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	492.58	DEC-24		00019368	11/29/2024
				Check Total:	**492.58**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PISCHEL, STEPHEN E000130	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019369	11/29/2024
				Check Total:	**870.44**				
MW OH	POINT, ERIC E000133	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	2,256.00	DEC-24		00019370	11/29/2024
				Check Total:	**2,256.00**				
MW OH	REDIFER, KIM R E000022	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019371	11/29/2024
				Check Total:	**873.00**				
MW OH	RENDEN, BRIAN E000083	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	526.44	DEC-24		00019372	11/29/2024
				Check Total:	**526.44**				
MW OH	REYES, ROGER T E000024	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019373	11/29/2024
				Check Total:	**527.78**				
MW OH	REYNOLDS, MATTHEW E000132	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019374	11/29/2024
				Check Total:	**565.00**				
MW OH	RICE, RUSSELL J E000059	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	1,385.00	DEC-24		00019375	11/29/2024
				Check Total:	**1,385.00**				
MW OH	RIVERA, AIDA E000026	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019376	11/29/2024
				Check Total:	**185.39**				
MW OH	ROACH, MICHAEL E000105	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	821.50	DEC-24		00019377	11/29/2024
				Check Total:	**821.50**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ROBB, SANDRA E000043	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019378	11/29/2024
				Check Total:	**185.39**				
MW OH	ROSE, RICHARD D E000050	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019379	11/29/2024
				Check Total:	**870.44**				
MW OH	RUIZ, ARNULFO E000138	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	1,287.00	DEC-24		00019380	11/29/2024
				Check Total:	**1,287.00**				
MW OH	SALE, LEE R E000031	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019381	11/29/2024
				Check Total:	**527.78**				
MW OH	SANCHEZ, LAURA E000058	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019382	11/29/2024
				Check Total:	**185.39**				
MW OH	SCHLIEDER, BEVERLY E000120	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019383	11/29/2024
				Check Total:	**870.44**				
MW OH	SMITH, WARD E000128	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	284.75	DEC-24		00019384	11/29/2024
				Check Total:	**284.75**				
MW OH	SOTO, PHILIP J E000052	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019385	11/29/2024
				Check Total:	**527.78**				
MW OH	SPRAGUE, GARY A E000064	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019386	11/29/2024
				Check Total:	**873.00**				

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MW OH	STEPHEN, JEFFREY E000119	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	870.44	DEC-24		00019387	11/29/2024
				Check Total:	**870.44**				
MW OH	TAYLOR, DAVID M E000088	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	578.00	DEC-24		00019388	11/29/2024
				Check Total:	**578.00**				
MW OH	TAYLOR, LINDA E000126	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019389	11/29/2024
				Check Total:	**565.00**				
MW OH	THOMANN, DARYLL L E000101	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019390	11/29/2024
				Check Total:	**527.78**				
MW OH	TRIFOS, WILLIAM E000104	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	873.00	DEC-24		00019391	11/29/2024
				Check Total:	**873.00**				
MW OH	VALENTINE, THOMAS E000118	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	1,879.80	DEC-24		00019392	11/29/2024
				Check Total:	**1,879.80**				
MW OH	VERSTYNEN, WILLIAM E000092	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	184.72	DEC-24		00019393	11/29/2024
				Check Total:	**184.72**				
MW OH	WAHL, KATHLEEN A E000030	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	185.39	DEC-24		00019394	11/29/2024
				Check Total:	**185.39**				
MW OH	WIEST, STEPHEN E000079	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	527.78	DEC-24		00019395	11/29/2024
				Check Total:	**527.78**				

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MW OH	WORDEN, LARRY M E000116	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	578.00	DEC-24		00019396	11/29/2024
				Check Total:	**578.00**				
MW OH	YAMAGUCHI, BRIAN E000123	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	821.50	DEC-24		00019397	11/29/2024
				Check Total:	**821.50**				
MW OH	ZINN, JOHN E000009	DEC MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETDEC24	565.00	DEC-24		00019398	11/29/2024
				Check Total:	**565.00**				
MW OH	CALIFORNIA PUBLIC V006234	DEC - MEDICAL INS PREMIUM	395000-4715 ISF Health Ins Reimbursement	ACH120424	224,084.40	10000001774215		00019399	12/05/2024
MW OH	CALIFORNIA PUBLIC V006234	DEC - MEDICAL INS PREMIUM	395083-5161 Health Insurance Premiums	ACH120424	15,766.72	10000001774215		00019399	12/05/2024
MW OH	CALIFORNIA PUBLIC V006234	DEC - MEDICAL INS NON-PERS	395000-4715 ISF Health Ins Reimbursement	ACH120424	42,191.26	10000001774215		00019399	12/05/2024
				Check Total:	**282,042.38**				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP	0010-2196 Garnishments W/H	ACH120424	823.09	PR2401024		00019400	12/05/2024
				Check Total:	**823.09**				
MW OH	CALIFORNIA PUBLIC V010053	ADMIN FEE FOR A.YOUNG ARREARS	109595-6296 Admin Service Fee	ACH120424	500.00	10000001769368		00019401	12/05/2024
MW OH	CALIFORNIA PUBLIC V010053	A. YOUNG ARRERAS CONTRIB	0010-2140 Employee PERS W/H	ACH120424	26,757.69	10000001769370		00019401	12/05/2024
MW OH	CALIFORNIA PUBLIC V010053	A. YOUNG ARRERAS CONTRIB	0010-2145 Employee PERS Payback W/H	ACH120424	35,268.00	10000001769370		00019401	12/05/2024
				Check Total:	**62,525.69**				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP	0010-2196 Garnishments W/H	ACH120424	1,812.44	PR2401024		00019402	12/05/2024

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				Check Total:	**1,812.44**				
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0010-2135 Calif Income Tax W/H	ACH120424	39,165.74	PR2401024		00019403	12/05/2024
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0029-2135 Calif Income Tax W/H	ACH120424	0.59	PR2401024		00019403	12/05/2024
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0033-2135 Calif Income Tax W/H	ACH120424	23.90	PR2401024		00019403	12/05/2024
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0078-2135 Calif Income Tax W/H	ACH120424	43.46	PR2401024		00019403	12/05/2024
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0048-2135 Calif Income Tax W/H	ACH120424	15.86	PR2401024		00019403	12/05/2024
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0040-2135 Calif Income Tax W/H	ACH120424	359.43	PR2401024		00019403	12/05/2024
MW OH	EMPLOYMENT V010052	PE11/23 PD11/29	0037-2135 Calif Income Tax W/H	ACH120424	9.98	PR2401024		00019403	12/05/2024
				Check Total:	**39,618.96**				
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0037-2140 Employee PERS W/H	ACH120424	86.11	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0029-2140 Employee PERS W/H	ACH120424	10.40	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0010-2140 Employee PERS W/H	ACH120424	149,311.64	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0040-2140 Employee PERS W/H	ACH120424	880.58	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0048-2140 Employee PERS W/H	ACH120424	131.72	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0033-2140 Employee PERS W/H	ACH120424	118.55	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE	PERS PE 9/28 PD10/4	0078-2140	ACH120424	224.08	PR2401023B		00019404	12/05/2024

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	V010054		Employee PERS W/H						
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0010-2145 Employee PERS Payback W/H	ACH120424	256.35	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0029-2145 Employee PERS Payback W/H	ACH120424	0.25	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0048-2145 Employee PERS Payback W/H	ACH120424	0.42	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0037-2145 Employee PERS Payback W/H	ACH120424	1.73	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0037-2150 Survivor Benefit Package	ACH120424	0.11	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0010-2150 Survivor Benefit Package	ACH120424	153.83	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0040-2150 Survivor Benefit Package	ACH120424	0.93	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0029-2150 Survivor Benefit Package	ACH120424	0.02	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0033-2150 Survivor Benefit Package	ACH120424	0.10	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0048-2150 Survivor Benefit Package	ACH120424	0.19	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	PERS PE 9/28 PD10/4	0078-2150 Survivor Benefit Package	ACH120424	0.13	PR2401023B		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0029-2110 Federal Income Tax W/H	ACH120424	1.70	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0033-2110 Federal Income Tax W/H	ACH120424	72.26	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0010-2110 Federal Income Tax W/H	ACH120424	97,116.29	PR2401024		00019404	12/05/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0048-2110 Federal Income Tax W/H	ACH120424	42.26	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0078-2110 Federal Income Tax W/H	ACH120424	141.66	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0040-2110 Federal Income Tax W/H	ACH120424	508.38	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0037-2110 Federal Income Tax W/H	ACH120424	26.73	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0037-2115 Employee Medicare W/H	ACH120424	3.32	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0040-2115 Employee Medicare W/H	ACH120424	85.89	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0078-2115 Employee Medicare W/H	ACH120424	9.81	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0048-2115 Employee Medicare W/H	ACH120424	5.29	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0033-2115 Employee Medicare W/H	ACH120424	5.07	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0029-2115 Employee Medicare W/H	ACH120424	0.18	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0010-2115 Employee Medicare W/H	ACH120424	13,787.71	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0078-2120 Employer Medicare Payable	ACH120424	9.81	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0010-2120 Employer Medicare Payable	ACH120424	13,226.92	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0029-2120 Employer Medicare Payable	ACH120424	0.14	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE	FED TAX PE11/23 PD11/29	0048-2120	ACH120424	5.22	PR2401024		00019404	12/05/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employer Medicare Payable						
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0033-2120 Employer Medicare Payable	ACH120424	5.07	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0037-2120 Employer Medicare Payable	ACH120424	3.02	PR2401024		00019404	12/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE11/23 PD11/29	0040-2120 Employer Medicare Payable	ACH120424	85.89	PR2401024		00019404	12/05/2024
				Check Total:	**276,319.76**				
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/23 PD11/29	0010-2170 Deferred Comp Payable - ICMA	ACH120424	11,275.78	PR2401024		00019405	12/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/23 PD11/29	0010-2170 Deferred Comp Payable - ICMA	ACH120424	2,446.67	PR2401024B		00019405	12/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/23 PD11/29	0029-2170 Deferred Comp Payable - ICMA	ACH120424	0.54	PR2401024B		00019405	12/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/23 PD11/29	0033-2170 Deferred Comp Payable - ICMA	ACH120424	13.98	PR2401024B		00019405	12/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/23 PD11/29	0037-2170 Deferred Comp Payable - ICMA	ACH120424	9.26	PR2401024B		00019405	12/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE 11/23 PD11/29	0048-2170 Deferred Comp Payable - ICMA	ACH120424	5.43	PR2401024B		00019405	12/05/2024
				Check Total:	**13,751.66**				
MW OH	MISSION SQUARE 301387 V012394	PE 11/23 PD11/29	0010-2170 Deferred Comp Payable - ICMA	ACH120424	56,778.37	301387-PY24024		00019406	12/05/2024
MW OH	MISSION SQUARE 301387 V012394	PE 11/23 PD11/29	0029-2170 Deferred Comp Payable - ICMA	ACH120424	0.11	301387-PY24024		00019406	12/05/2024
MW OH	MISSION SQUARE 301387 V012394	PE 11/23 PD11/29	0033-2170 Deferred Comp Payable - ICMA	ACH120424	0.07	301387-PY24024		00019406	12/05/2024
MW OH	MISSION SQUARE 301387	PE 11/23 PD11/29	0037-2170	ACH120424	4.81	301387-PY24024		00019406	12/05/2024

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	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	PE 11/23 PD11/29	0040-2170 Deferred Comp Payable - ICMA	ACH120424	300.00	301387-PY24024		00019406	12/05/2024
MW OH	MISSION SQUARE 301387 V012394	PE 11/23 PD11/29	0048-2170 Deferred Comp Payable - ICMA	ACH120424	7.14	301387-PY24024		00019406	12/05/2024
MW OH	MISSION SQUARE 301387 V012394	PE 11/23 PD11/29	0078-2170 Deferred Comp Payable - ICMA	ACH120424	2.78	301387-PY24024		00019406	12/05/2024
				Check Total:	**57,093.28**				
				Type Total:	**790,641.71**				
				Check Total:	**790,641.71**				

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 17, 2024

Submitted by: Lydie Gutfeld

From: Community Services

Subject:

Approval of the Design Concept Plan for Playground Renovations at McFadden Park and Approval of Public Works Agreement with PlayCore D.B.A. Gametime for the purchase and Installation of the Playground Equipment, CIP Projects No. 7210 and 7504

Financial Impact:

Fiscal Impact:

Expense:	$510,000.00	Total Cost
	$497,999.05	Contract Amount
	$ 12,000.95	Contract Contingency Amount
Available Budget:		
	$510,000.00	FY 2024-25 CIP Budget
	$500,000.00	County of Orange SLFRF Funding
	$ 10,000.00	Park & Rec Impact Fee (637504-6760)

Summary:

The Placentia Parks Initiative (PPI) is a citywide initiative which is aimed at establishing a significant capital investment into the City's parks and open space by improving and renovating aging park infrastructure and amenities over the course of the next five (5) fiscal years. At the May 18, 2021, meeting, the City Council approved the PPI as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the McFadden playground.

The project will include the complete removal of the existing playground structure. The new playground structure will feature a beach and lifeguard theme with new rubberized surfacing that will incorporate beach elements. Other additions will include an incorporated shade, a lighthouse tower, swings, retro surfboard sensory play apparatuses, and new slides.

The design concept plan has been reviewed by Staff and was presented to the Parks, Arts, and Recreation Commission (PARC) at the August 5, 2024, Commission meeting for their review. Funding for the project has been identified as $510,000 for the playground equipment from a combination of County of Orange Fourth District's State and Local Fiscal Recovery Funds (SLFRF) and Park and Rec Impact fees.

Due to the adjustment in funds from Measure U to ARPA funding, staff were required to complete a formal bid process in order to meet Federal ARPA guidelines.

Staff and the PARC Commission recommend the City Council approve the original concept design plan. The proposed action will approve the design plan of the McFadden Park playground renovation and addition of the project and will award a Public Works Agreement to PlayCore d.b.a. GameTime (GameTime), for the purchase and installation of the playground equipment in the amount of $497,999.05, satisfying CIP projects No. 7210 and No. 7504, as outlined in the PPI.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Provide Staff with input to incorporate into the design plan for the renovation of the McFadden Park Playground Renovation Project; and
2. Approve the design concept plan for the McFadden Park Playground Renovation Project; and
3. Approve the purchase of the McFadden Park playground equipment utilizing the budgeted CIP funding in Fiscal Year 2024-2025 for projects 7210 and 7504; and
4. Award a Public Works Agreement to PlayCore d.b.a. GameTime for the McFadden Park playground equipment renovation project in the amount of $497,999.05; and
5. Authorize the City Administrator to approve contract change orders up to a total of $12,000.95 or a not-to-exceed total contract amount of $510,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Plan Goal to Implement Public Infrastructure to Meet Community Needs and complete the Placentia Parks Initiative, under Objective #5.2.

Discussion:
At the May 18, 2021, meeting, the City Council approved the Placentia Parks Initiative (PPI) as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the renovation of the McFadden Park playground. The project will include the complete removal and replacement of the existing playground structure. The playground design will complement the park's existing public pool by incorporating a water/beach theme. The new playground structure will feature a beach and lifeguard theme with new rubberized surfacing that will incorporate beach elements. Other additions will include incorporated shade, a lighthouse tower, swings, retro surfboard sensory play apparatuses, and new slides.

On October 15, 2024, the City Council requested Staff to seek alternative sources of grant funding for the construction of the McFadden Park playground equipment. On October 16, 2024, City Staff discussed the County of Orange and the City of Placentia's Beneficiary Agreement under the State and Local Fiscal Recovery Funds ("SLFRF") program, enacted as part of the American Rescue Plan Act ("ARPA") ("Agreement"). The Agreement entered on May 16, 2023, allocated $500,000 for costs associated with the development, construction and maintenance of a senior center. Since the proposed Senior/Community Center required additional discussions with the County and the ARPA funding amount must be obligated by the end of the calendar year of 2024, City Staff discussed the reallocation of this funding to the construction of the McFadden Park playground equipment. County Board of Supervisor Doug Chaffee and his office staff took this request into consideration. On November 5, 2024, during

the regular County Board of Supervisors meeting, this item was reviewed and unanimously approved as the first Amendment to the Beneficiary Agreement between the County of Orange and the City of Placentia for the use of $500,000 in Fourth District SLFRF funds for the development, construction and maintenance of a playground at McFadden Park.

As a result, funding for the project has been identified as $510,000 for the playground equipment from a combination of County of Orange Fourth District's State and Local Fiscal Recovery Funds (SLFRF) and Park and Rec Impact fees.

On November 18, 2024, Staff released a formal bid proposal request on PlanetBids with a ten (10) business day turnaround. The bids were reviewed on Tuesday, December 3, 2024, at 2:00 p.m. At the time of review, there were six (6) proposals submitted:

Bidder	Proposal Amount
R.E. Schultz Construction, Inc.	$438,000.00
Pacific Play Systems, Inc.	$470,822.05
Wyatt W. Underwood & Associates	$487,830.89
Playcore Wisconsin, Inc. (GameTime)	$497,999.05
Micon Construction, Inc.	$507,997.00
Western State Builders, Inc.	$509,000.00

While it is apparent that there is a large difference in costs for the six submitted proposals, Staff reviewed and considered play value, creative use of space, themed apparatus and also use of shade, as outdoor playgrounds with surfacing can get hot during warm months. Per the language in section I. Bid Submittal Instructions under K. Award it states, "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 design concept plan provided by PlayCore d.b.a. GameTime (GameTime), aligns with the City Council approved Placentia Park Initiative (PPI), to enhance play experiences throughout the City’s parks system, by creating unique “themed” playgrounds that are all different. The Parks, Arts, and Recreation (PARC) Commission reviewed the design concept plans for the renovation of the McFadden Park playground at the August 5, 2024 meeting. The PARC Commission recommends approval of the proposed design concept plans provided by GameTime (Attachment 1). Per the Commission’s recommendation, the provided concept plan provides for a creative design, that also incorporates early childhood play and meets the City’s proposed project budget. Additionally, the fun and colorful beach theme adds a playful element to the park that is consistent with the existing public pool currently at the site.

Staff recommends awarding the contract to Playcore Wisconsin, Inc. (GameTime) in the amount of $497,999.05 with a contingency of $12,000.95. This contract will be funded utilizing the County of Orange Fourth District's State and Local Fiscal Recovery Funds (SLFRF) in the amount of $500,000 and Park and Rec Impact fees in the amount of $10,000.

Fiscal Impact Summary:
The total cost for the playground renovation project amounts to $510,000. This cost consists of the proposal submitted by GameTime in the amount of $497,999.05 and an additional $12,000.95 in contingency funds for change orders related to unforeseen conditions

encountered during construction. Funding for the project has been identified as utilizing County of Orange Fourth District's State and Local Fiscal Recovery Funds (SLFRF) in the amount of $500,000 and Park and Rec Impact fees in the amount of $10,000. Therefore, sufficient funding exists for this item.

Attachments

Attachment 1 Notice Inviting Bids - McFadden Park - CS-24-04.pdf
Attachment 2 McFadden Park Agreement.pdf
Attachment 2a Proposal 111924-01 McFadden Park Playground Opt 5A.pdf
Attachment 2b Insurance Documents.pdf
Attachment 3 County Beneficiary Agreement for Senior Center.pdf
Attachment 4 County Board of Supervisors - Amendment 1 - City of Placentia Discretionary D4 Beneficiary Agreement.pdf

CITY OF PLACENTIA

NOTICE INVITING BIDS

FOR

PLAYGROUND EQUIPMENT DESIGN, PURCHASE, AND INSTALLATION AT MCFADDEN PARK

Bid No. CS-24-04

Key Bid Dates

Issue Date: November 18, 2024

Questions Due: November 21, 2024 by 2:00 P.M.

Submittals Due: December 4, 2024, by 2:00 P.M.

Bid Contact Person:
Madelinne Villapando
Acting Deputy Director of Community Services
Mvillapando@placentia.org

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VIII. Certification Definitions Pg. 34

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ATTACHMENT A – BIDDER'S STATEMENT AND COMPANY INFORMATION

ATTACHMENT B – SAMPLE CONTRACT AGREEMENT

ATTACHMENT C – SUBCONTRACTOR DESIGNATION FORM

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.

PLAYGROUND EQUIPMENT DESIGN, PURCHASE, AND INSTALLATION AT MCFADDEN PARK

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. 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.

D. BID BONDS When deemed necessary by the City, Bid Bonds shall be furnished by all bidders in the amount of at least 10% of the bid, to guarantee that bidders will enter into contract to furnish goods at prices stated.

The following Bonds are required:

ARPA Performance Bond:

The requested services under this Notice Inviting Bids will exceed the Simplified Acquisition Threshold as established by the Federal awarding agency, and so pursuant to 2 CFR §200.326, the following bonding requirements will be required for any proposal submitted:

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Bidders shall submit Performance Bond or Certified Check in a sealed envelope to the address shown below:

City of Placentia
Attn: Madelinne Villapando
401 East Chapman Avenue
Placentia, CA 92870

Documents shall be clearly labeled in a sealed envelope or box as follows:

Bid No. CS-24-04 - PLAYGROUND EQUIPMENT DESIGN, PURCHASE, AND INSTALLATION AT MCFADDEN PARK

Bid Bond or Certified Check must be received no later than 3 business days after the bid due date.

Note: The Certified Check received from bidders in lieu of a bid bond shall be returned upon the City's awarding of a contract.

All deposits will be held until a Contract has been executed with the successful Bidder or all bids have been rejected.

E. CONTRACTOR REQUIREMENTS:

In accordance with provisions of Section 3300 of the California Public Contract Code, the AGENCY has determined that the Contractor shall possess a valid **California Contractor's License A - General Engineering Contractor**. Failure to possess such license may render the bid non-responsive and bar the award of the contract to that non-responsive Bidder. The successful Contractor and his/her subcontractors will be required to possess business licenses from the AGENCY.

F. 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.

G. 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.

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 ninety (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 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. LOCAL VENDOR PREFERENCE: For bid evaluation purposes qualified bidders may receive a 5% preference for businesses located within the City of Placentia, is given respectively on all qualifying bids for materials, supplies, labor, equipment or services, pursuant to the Local Business Preference Program under Chapter 3.95 of the Placentia Municipal Code.

S. FILING A PROTEST: Bidders may file a protest to an IFB with the City. 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.

II. SCOPE OF WORK

A. General Description

1. The City of Placentia is seeking a qualified Vendor to provide an equipment proposal and installation services for a playground at McFadden Park located at 900 S. Melrose Street, Placentia, CA 92870. The Vendor will be required to provide the best quality and quantity of services within the allotted budget for this project.
2. The Submitting Vendor will ideally possess experience in design and installation, and must be able to demonstrate a very high customer satisfaction level from past projects.
3. The selected Vendor(s) will be required to coordinate the final design and selection of playground equipment with the Community Services Department to ensure a coordinated and cohesive finished project that benefits the community. The selected Vendor(s) will be required to coordinate the installation of the selected playground equipment with the City.
4. Federal funds will be used as part of this project and will require compliance with federal provisions.
5. Vendors are invited to submit Proposals with playground equipment designs identified in this Notice Inviting Bids.

B. Specifications

Selected Vendor will be responsible for the design, provision, surfacing, and installation of play equipment at the McFadden Park site. The maximum budget for this project is $510,000. A maximum of two proposals/designs for the McFadden Park Playground may be submitted per proposal.

Location: McFadden Park, 900 S. Melrose St., Placentia, CA 92870
Budget: Maximum expenditure for all costs related to the proposal is $510,000
Playground Theme: Nautical Beach Theme
Playground Footprint: TBD – Design should emphasize elements of height

The City is looking for a qualified vendor who can construct an inviting and attractive playground project to be completed per the following:

1. Obtaining applicable permitting
2. Design and installation of multiage playground
3. Provide pedestrian links to walkways around the play space
4. Manage all installation of equipment and surfacing
5. Any other work to provide a turnkey project while staying within budget

Desired Equipment:

- Play structure and amenities for ages 2-5, including multiple slides
- Play structure and amenities for ages 5-12, including multiple slides
- Climbing tower
- Poured-in-place playground surfacing with concrete edging
- Wheelchair accessibility, play for all abilities
- Play structures and amenities must be age appropriate with proper signage
- Incorporation of height into design
- Equipment and structures should adhere to a Nautical/Beach theme
- All products shall bear the certificate seal of IPEMA and shall meet or exceed ADA Accessibility Guidelines for Play Areas
- All equipment shall conform to current playground-related ASTM and CPSC technical standards including, but not limited to:
    - ASTM F1487 (Playground Equipment)
    - ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces)
    - CPSC Publication 325: Public Playground Safety Handbook
- Vendor and their contractor(s) must be prepared to comply with all state, federal and local requirements for play structure equipment. Vendors are responsible for verifying site conditions. No allowances will be made if a Vendor fails to adequately examine a location before submitting a Proposal. All equipment shall be installed by a factory trained, insured, and certified installer. Following installation, a full and thorough audit of all newly installed play equipment will be performed by a Certified Playground Safety Inspector (CPSI). Vendor(s) will be required to address and resolve any identified deficiencies within seven (7) days of notification of the deficiencies by the City.

III. American Rescue Plan Act (ARPA) Requirements:

This project will utilize Federal ARPA funds in portions of the services being requested under this Notice Inviting Bids, therefore the applicant is responsible for understanding all of the ARPA regulations. The City has provided Attachment D as a guide to specific ARPA regulations that may or may not apply to this particular project. It is the responsibility of the vendor to understand the ARPA regulations.

ARPA Performance Bond:

The requested services under this Notice Inviting Bids will exceed the Simplified Acquisition Threshold as established by the Federal awarding agency, and so pursuant to 2 CFR §200.326, the following bonding requirements will be required for any proposal submitted:

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Suspension and Debarment:

Pursuant to Federal Uniform Guidance and ARPA regulations, by submitting a proposal, the applicant must complete and sign the attached "Debarred Firms Certification Form" to submit with the proposal. More information about the suspension and debarment conditions can be found in Appendix A related to ARPA funding.

Anti-Lobbying Certification:

Pursuant to Federal Uniform Guidance regulations, by submitting a proposal, the applicant must sign the attached "Anti-Byrd Lobbying Certification" confirming that no funding from this proposal will be utilized to lobby Federal officials, members of Congress, or other elected officials.

Unique Entity Identifier

Pursuant to Federal Uniform Guidance regulations, in order to be considered for a contract award, the responding entity must obtain a Unique Entity Identifier (UEI)

by creating and maintaining a registration on the SAM.gov Federal website. It is the responsibility of the entity awarded the contract to maintain their UEI and SAM.gov registration. No entity will be awarded a contract utilizing Federal dollars without satisfying this provision.

IV. City of Placentia - American Rescue Plan Act (ARPA) Funding

Notice: The contract, purchase order, request for proposal or bid to which this addendum is attached is made using federal assistance provided to the City of Placentia by the US Department of Treasury under the American Rescue Plan Act ("ARPA Funds"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). In using such funds, the City must comply with the terms of ARPA, regulations issued by the U.S. Department of the Treasury ("Treasury") governing the expenditure of monies distributed from the ARPA Funds (including, without limitation, the Interim Final Rule (86 Fed. Reg. 26,786 (May 17, 2021) and Final Rule (87 Fed. Reg. 4,338 (Jan. 27, 2022)), the Award Terms and Conditions applicable to the Fiscal Recovery Funds, and such other guidance as Treasury has issued or may issue governing the expenditure of monies distributed from the Fiscal Recovery Funds (collectively, the "Regulatory Requirements"). Additionally, pursuant to the Regulatory Requirements, the City must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 other than such provisions as Treasury has determined or may determine are inapplicable to the ARPA Funds and pursuant to 2 C.F.R. §200.327 the City must include within any contract applicable provisions described in Appendix II to 2 C.F.R. Part 200, each of which is contained in this Addendum.

The following terms and conditions apply to the contractor or vendor, as a contractor of the City of Placentia, by ARPA and its implementing regulations; and as established by the Treasury Department.

A. Equal Employment Opportunity. If this contract is a Federally Assisted Construction Contract (as defined in 41 C.F.R. §60-1.3) exceeding $10,000, during the performance of this contract, contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender

identity, or national origin.

3. Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

4. Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. Contractor will furnish to the Administering Agency (as specified in 41 C.F.R. §60-1.3) and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and contractor may be declared ineligible for further government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. Contractor will include the portion of the sentence immediately preceding paragraph 1. of this section and the provisions of paragraphs A.1. through A.7. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor

or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Administering Agency, contractor may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. The City agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of contractor and any subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.

10. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractor and any subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

B. Copeland "Anti-Kickback" Act. Contractor and any subcontractors performing work under the contract shall comply with 18 U.S.C. §874. The City shall report all suspected or reported violations to Treasury.

C. Suspension and Debarment

1. This contract is a covered transaction for purposes of 2 CFR §180.210 and 31 CFR §19.2103000. Therefore, this Contract is a lower-tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to $25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).

2. As such, the contractor is required to verify that contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) of both contractor and contractor's principals are not excluded (defined at 2 CFR § 180.935) and are not disqualified (defined at 2 CFR § 180.935) from receiving federal funding. If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. §19.120(a) (a) this contract shall be void; (b) City shall not make any payments of federal financial assistance to contractor; and (c) City shall have no obligations to contractor under this contract.
   - The contractor must comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City and all liability arising from an erroneous representation shall be borne solely by the contractor.
   - If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 31 CFR pt. 19, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended

1. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. This certification is a material representation of fact upon which City has relied when entering into this contract, and all liability arising from an erroneous representation shall be borne solely by contractor.

1. Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum and shall cause any subcontractors with a subcontract (at any tier) exceeding $100,000 to file with the tier above it the same certification.

E. Access to Records.

1. Contractor agrees to provide the City of Placentia, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, investigations and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

2. Contractor agrees to retain all records covered by this section through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving the contract.

F. Rights to Inventions Made Under a Contract or Agreement.

1. The Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.

(a) Any subject data developed under the contract, whether or not a copyright has been obtained, and

(b) Any rights of copyright purchased by contractor using federal assistance funded in whole or in part by the Department of the Treasury.

Unless Treasury determines otherwise, a contractor performing experimental, developmental, or research work required as part of this contract agrees to permit Treasury to make available to the public either (a) Treasury's license in the copyright to any subject data developed in the course of the Contract or (b) a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work which is the subject of this contract is not completed for any reason whatsoever, all data developed under the contract shall become subject data as defined herein and shall be delivered as the Government may direct.

2. Unless prohibited by California law, upon request by the Government, contractor agrees to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by contractor of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the contract. Contractor shall be required to indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the contractor.

3. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

4. Data developed by contractor and financed entirely without using federal assistance provided by the Government that has been incorporated into work required by the underlying contract is exempt from the requirements herein, provided that contractor identifies that data in writing at the time of delivery of the contract work. Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance.

5. For the purposes of this section "subject data" means "recorded information, whether or not copyrighted, that is delivered or specified to be delivered as required by the contract." Examples of "subject data" include, but are not limited to, "computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses or other similar information used for performance or administration of the contract."

G. **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.)**

Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. §3702 and §3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under §3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. §3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

H. Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than $150,000).

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

3. The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Placentia and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

I. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

1. Definitions. Unless otherwise defined in this contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.

   (a) "Backhaul" means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

   (b) "Covered Foreign Country" means the People's Republic of China.

   (c) "Covered Telecommunications Equipment or Services" means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment;

or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

(d) "Critical Technology" means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled (a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational technologies controlled pursuant to §1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

(e) "Interconnection Arrangements" means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

(f) "Roaming" means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(g) "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(h) "Telecommunications Equipment or Services" means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

2. Prohibitions.

(a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(b) Unless an exception in applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:

i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;

iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or

iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

3. Exceptions.

(a). This clause does not prohibit contractor or subcontractors from providing:

i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b). By necessary implication and regulation, the prohibitions also do not apply to:

i. Covered telecommunications equipment that:

(a) Is not used as a Substantial or Essential Component of any system and

(b) Is not used as Critical Technology of any system.

ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.

4. Reporting Requirement.

(a). In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4(b) of this section to City, unless procedures for reporting the information are established elsewhere in this contract.

(b). Contractor shall report the following information to City pursuant to paragraph 4(a) of this section:

i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (1) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.

5. Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this paragraph 5.

J. Buy USA - Domestic preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States. This includes structural steel or iron, steel or iron beams and columns, [and] running rail and contact rail.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; class, including optical fiber; and lumber. A "Manufactured Product" is considered "produced in the United States" only if (1) "[a]ll of the manufacturing processes for the product take place in the United States; and (2) [a]ll of the components of the product [are] of U.S. origin."

K. Procurement of Recovered Materials.

1. This section shall apply if (1) this contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds $10,000 or (2) the total value of such designated items acquired during the City's preceding fiscal year exceeded $10,000.

2. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

    a. Competitively within a timeframe providing for compliance with the contract performance schedule;

    b. Meet contract performance requirements; or

    c. Be acquired at a reasonable price.

3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines website. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

L. Minority and Women Business Enterprises.

Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

1. Including qualified women's business enterprises and small and minority businesses on solicitation lists;

2. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;

4. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and

5. Using the services and assistance of the Small Business Administration and the U.S. Office of Minority Business Development Agency of the Department of Commerce.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

M. Assurances of Compliance with Title VI of the Civil Rights Act of 1964.

Contractor and any subcontractor, or the successor, transferee, or assignee of contractor or any subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or

activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq*.), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq*., as implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this contract.

N. Publications.

Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

O. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg.19216 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

P. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Q. Conflicts and Interpretation.

To the extent that any portion of this Addendum conflicts with any term or condition of this contract expressed outside of this Addendum, the terms of this Addendum shall govern.

R. Other Non-Discrimination Statutes.

Contractor acknowledges that City is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq*.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et*

seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

V. BIDDER'S PROPOSAL FORM

PLAYGROUND EQUIPMENT DESIGN, PURCHASE, AND INSTALLATION AT MCFADDEN PARK
PROJECT BID SCHEDULE

The undersigned declares that they have carefully examined the specifications, have read the accompanying instructions to bidders, and hereby propose to provide the gloves, in accordance with City needs and/or fund availability and the specifications provided herein.

Indicate unit price for each line item. Total quotation is to be firm offer for no less than ninety (90) days and will be regarded by the City as bidder's best and final offer.

BID ITEM	ITEM DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL
1.				$_____	$_____
2.				$_____	$_____
3.				$_____	$_____
	Total			$_____	$_____

Through submission on PlanetBids, the bidder certifies that he/she has followed the bidder instructions, acknowledges the requirements set forth in this proposal form for bid submission, and has thoroughly checked the figures set forth in the proposal and inputted into PlanetBids, that they are correct to the best of his/her knowledge and constitute his/her proposal to perform all the work called out and implied throughout these contract documents.

*****BID ITEMS TO BE INPUTED ON-LINE IN PLANETBIDS*****

VI. GENERAL PROVISIONS

A. ASSIGNMENT: Vendor may not assign, transfer, delegate, or subcontract any right, obligation, performance herein without the prior written consent of the City's Project Manager and any such assignment, transfer, delegation, or subcontract without the Project Manager'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 or 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 incurred 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. 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 conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to specifications included herein. Acceptance of any part of the order for goods shall not bind City to accept future shipments nor 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 City. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by City. No minimum delivery amount shall be accepted by City.

All goods shall be shipped F.O.B. destination designated by the City. Vendor assumes full responsibility for packing, crating, marking, transportation, and liability for loss and/or damage. All transportation charges to be prepaid by 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 statutes 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 the 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 below:

<u>Commercial General Liability Insurance</u>

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

Business Automobile Liability Insurance
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.

Worker's Compensation Insurance
In accordance with the provisions of Section 3300 of the Labor Code, Contractor is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Contract, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than $1,000,000 per accident.

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

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance

maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

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

The following requirements apply to the insurance to be provided by Contractor pursuant to this section:

- Contractor shall maintain all insurance required above in full force and effect for the entire term of contract
- Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City
- Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City
- Contractor shall supply City with fully executed additional insured endorsements.

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 provision: "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 for 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 1775 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 applicable "public works" or "maintenance" project, as defined by Prevailing Wage Laws and since the total compensations is $1,000 or more, Contractor 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/Contact. Contact shall make copies of the prevailing rates of per diem wages for 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. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

R. RETENTION: In accordance with the Contract, five percent (5%) of any progress payment will be withheld as a retention. Pursuant to Section 22300 of the Public Contract Code, at the request and expense of the Contractor, approved securities equivalent to the amount withheld may be deposited with the AGENCY or with a state or federally chartered bank as the escrow agent, and AGENCY shall then pay such moneys to the Contractor. Refer to the Contract for further clarification.

S. 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.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's authorized official

Date: _____

_____
(Print name and title of person signing above)

CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR COVERED CONTRACTS

DEFINITIONS

Covered Contracts/Subcontract
(1) Any nonprocurement transaction which involves federal funds (regardless of amount), including such arrangements as a sub-grant, for example, between TDA and another entity or the Contracting Entity and another entity.

(2) Any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 3305 (currently $50,000) under a grant or sub-grant.

(3) Any procurement contract for goods or services between a participant and a person under a covered grant, sub-grant, contract or subcontract, regardless of amount, under which that person will have a critical influence on or substantive control over that covered transaction, including

a. Consultant.
b. Principal investigators.
c. Providers of audit services required by the TDA or federal funding source.
d. Researchers.

Debarment - An action taken by a debarring official in accordance with 2 CFR Part 417, 48 CFR Part 1, or equivalent federal regulations, to exclude a person from participating in covered contracts. A person so excluded is “debarred”.

Grant - An award of financial assistance, including cooperative agreements, or contracts or subcontracts for goods or services entered into to carry out an award of financial assistance. A grant may be in the form of money, or property in lieu of money, to an eligible grantee, sub- grantee or sub-recipient.

Ineligible - a person that is prohibited from entering into a covered contract or subcontract because of an exclusion or disqualification.

Participant - any person who submits a proposal for or who enters into a covered contract or subcontract, including an agent or representative of a participant.

Person - Any individual, corporation, partnership, association, unit of government, or legal entity, however organized.

Principal - An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or a consultant or other person, whether or not employed by the participant or paid with Federal funds, who— (i) is in a position to handle Federal funds, or (ii) is in a position to influence or control the use of those funds, or (iii) occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Proposal - A solicited or unsolicited bid, application, request, invitation to consider or similar communication by or on behalf of a person seeking to receive a covered contract.

Suspension - An action taken by a suspending official in accordance with 2 CFR Part 471, 48 CFR Part 1, or equivalent federal regulations that immediately excludes a person from participating in covered contracts for a temporary period, pending completion of an investigation and any judicial or administrative proceedings that may ensue. A person so excluded is "suspended".

Voluntary exclusion - A status of nonparticipation or limited participation in a covered contract or subcontract assumed by a person under the terms of a settlement between the person and one or more agencies. Voluntary exclusion must have government wide effect.

Voluntarily excluded - The status of a person who has agreed to a voluntary exclusion.

CERTIFICATION

REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Name of Business (Contractor)	**Vendor ID No. or Social Security No.**

(1) The prospective contractor certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective contractor is unable to certify to any of the statements in this certification, such prospective contractor shall attach an explanation to this proposal.

Signature of Contractor Representative	Date
Printed Name of Contractor Representative	Printed Title of Contractor Representative

ATTACHMENT A

BIDDER'S STATEMENT AND COMPANY INFORMATION
(SEE ATTACHMENT)

ATTACHMENT B

SAMPLE CONTRACT AGREEMENT
(SEE ATTACHMENT)

ATTACHMENT C

SUBCONTRACTOR DESIGNATION FORM
(SEE ATTACHMENT)

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
McFadden Park

THIS AGREEMENT (herein "Agreement") is made and entered into this 17th day of December, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PLAYCORE WISCONCIN INC. D/B/A GAMETIME (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H :

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

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

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

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

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

1.0 DEFINITIONS

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

(a) Contractor. Contractor shall mean Playcore Wisconsin Inc. d/b/a GTameTime a (Wisconsin Corporation, Partnership, Individual) located at 150 Playcore Drive SE Fort Payne AL 35967.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman Ave., Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer. Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

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

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

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

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

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written

approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less, may be approved by the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations as required by SB 854 and Labor Code 1725.5 and understands that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall ensure that its subcontractors comply with said requirements. Contractor shall comply with Labor Code Section 1771.4 and shall post all legally required job site notices. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Hundred Ninety Seven Thousand and Nine Hundred Ninety Nine Dollars and 05/100 ($497,999.05 (herein “Contract Sum”), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

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

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

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

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 17, 2025, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

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

Clint Whiteside

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

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

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

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

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

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

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

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and

generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

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

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

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies

the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

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

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, 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 to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, and hold free and harmless the City of Placentia, its officers, officials, employees, agents, and volunteers, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions, or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm, or entity arising or alleged to arise out of or in any way connected with the performance of the work, operations, or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, its employees, and/or subcontractors.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, officials, employees, agents, or volunteers for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors', or invitees') negligent performance of or failure to perform such work, operations, or activities hereunder; and Contractor agrees to save and hold the City, its officers, officials, employees, agents, and volunteers harmless therefrom.

(c) In the event the City, its officers, officials, employees, agents, or volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the

City, its officers, officials, employees, agents, or volunteers any and all costs and expenses incurred by the City, its officers, officials, employees, agents, or volunteers in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any State or Federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

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

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

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

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

7.0 RECORDS AND REPORTS

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

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

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Contractor, its employees, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 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 Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without

limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

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

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

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

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

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

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

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit “A”) or Schedule of Performance (Exhibit “B”). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

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

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

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870
Attn.: Lydie Gutfeld

To Contractor: Playcore Wisconsin, Inc.
150 Playcore Drive SE
Fort Payne, AL 35967
Attn: Clint Whiteside

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

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

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

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

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

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

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

(b) E-Verify. If Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Contractor shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at http://www.uscis.gov, or access the registration page at https://e-verify.uscis.gov/enroll. Contractor shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Madelinne Villapando, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Lydie Gutfeld, Director of Community Services

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

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

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

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

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

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

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

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

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

(Corporate Seal)

_____
Principal

By_____

_____
Title

(Corporate Seal)

_____
Principal

By_____

_____
Title

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

(Use of City Form is Required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

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

_____

_____

_____

Business Address:

_____

_____

_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

(Use of City Form is Required)

TAX IDENTIFICATION NUMBER

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

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

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

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

Exempt: Yes___ No___ Telephone ( ) _____

CORPORATION:_____

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

IRS CODE #501 TAX-EXEMPT ORGANIZATION:_____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE:_____

SOLE PROPRIETOR:_____

A PARTNERSHIP:_____

OTHER: _____ (Explain)

Signature/Title: _____ Date:_____

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. _____

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

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

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

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

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

Guarantor Date:_____

Contractor:_____ By:_____

Title:_____

STATEMENT OF NON COLLUSION BY CONTRACTOR

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

a. That all statements of fact in such bid or proposal are true.

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

c. That such bid or proposal is genuine and not collusive or sham.

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement.

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any State or Federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

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

On_____ at _____ California.

Firm_____ _____
(Signature)

Street_____ _____
(Print Name & Title)

City_____ State_____ Zip_____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF PERFORMANCE

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Proposal for

City of Placentia

Prepared by

GREAT WESTERN RECREATION

12-03-2024
Job # 111924-01

McFadden Park Playground Option 5A



GameTime
A PLAYCORE Company

805-910-5971 | www.gwpark.com

ATTACHMENT A
BIDDER'S STATEMENT AND COMPANY INFORMATION

A. COMPANY INFORMATION

Company Full Legal Name:	GameTime DBA Great Western Recreation		
Business Address:	150 PlayCore Drive SE, Fort Payne AL 35967		
Southern California Address: (if different)	613 Forest Park Blvd , Oxnard CA 93036		
Website Address:	www.gametime.com/ www.gwpark.com		
Length of time firm has been in business:	95 Years		
Type of business: (LLC, Partnership, or Corporation)	Corporation	If incorporated, State of Incorporation:	AL
Taxpayer I.D. No. 39-1720480	DIR Registration Number 1000015526		
CSLB Number(s) 855664	Contractor's License Classification(s) C61/D34 C61/D12 B		
Project Manager Contact Information			
Name Brandon Seitz	Phone 805-910-5971	Email brandon@gwpark.com	
Contract Administrator Information (insurance and other administrative questions)			
Name Sarauna Openshaw	Phone 435-245-5055	Email sarauna@gwpark.com	

BIDDERS STATEMENT:

With my signature I confirm that I am authorized to bind the company. By submitting this Bid, I confirm I have read, understand, and accept the terms and conditions of this Invitation for Bid. Upon request, I will transfer and deliver all goods to the City in accordance with said terms and conditions.

Signature

Principal Partner
Title

B. REFERENCES

ATTACHMENT A
BIDDER'S STATEMENT AND COMPANY INFORMATION

References shall be provided in accordance with this Notice Invting Bids, Section I. Bid Submittal Instructions. Additional pages may be attached if necessary.

REFERENCE #1		
Agency Name: City of La Habra	**Contact Name:** Kelly Fujio	**Contact Email Address:** kfujio@lahabraca.gov
Dates of Services Performed/Contract Term: 6/1/24 - 6/20/24	**Contract Amount:** 400k	**Contact Phone Number:** 310 -345-0864
Brief Description of Scope of Work (i.e., supplies, equipment, services provided):		
La Habra Childrens Centers: Remove two existing playgrounds and replace with new structures and a playhouse. Provide and install poured in place and turf surfacing		

REFERENCE #2		
Agency Name: Ocean View School District	**Contact Name:** Kimberly Slack	**Contact Email Address:** KSlack@ovsd.org
Dates of Services Performed/Contract Term: 5/01/2024 - 8/30/2024	**Contract Amount:** 410k	**Contact Phone Number:** (714) 847-7083, x3502
Brief Description of Scope of Work (i.e., supplies, equipment, services provided):		
Mesa View Elementary: Create a new playground pit from the ground up. Provide and install play equipment and volleyball equipment. Provide and install rubber surfacing including outer walking path.		

REFERENCE #3		
Agency Name: City of Cerritos	**Contact Name:** Sherre Titus	**Contact Email Address:** stitus@cerritos.us
Dates of Services Performed/Contract Term: 05/24/2024	**Contract Amount:** 160k	**Contact Phone Number:** 562-916-1255
Brief Description of Scope of Work (i.e., supplies, equipment, services provided):		
Gridley park East: Provide new playground equipment and design services for both a 5-12 and 2-5 structure with Inclusive elements to replace existing burnt down structure.		

ATTACHMENT C

SUBCONTRACTOR DESIGNATION FORM

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of bidder's total bid and the kind of work that each will perform. Furthermore, bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if bidder fails to list as to any portion of work, or if bidder lists more than one subcontractor to perform the same portion of work (i.e. bidder must indicate what portion of the work each subcontractor will perform), bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base bid, bidder must list subcontractors that will perform work in an amount in excess of one half of one percent (0.5%) of bidder's total bid, including alternates.

In case more than one subcontractor is named for the same kind of work, the Contractor is to state the portion of work that each subcontractor will perform. Bidders or's suppliers of materials only do not need to be listed. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Listed below is the name of each subcontractor that will perform work, labor, or render services to the undersigned related to the work of this project. This is to include any subcontractor that will specially fabricate and install a portion of work according to detailed drawings contained in the plans and specifications in the amount greater than one half of one percent (.05%) of the contractors total bid. Additional sheets may be attached if needed.

Subcontractor Name: Ortco Inc	Address: 2163 N Glassell St, Orange CA 92865
Portion of Work/Trade: Surfacing/Installation of Equipment	Bid Amount: $242,713.00
Contractor's License No. 657695	Dir Registration No.: 10000001641
Subcontractor Name:	Address:
Portion of Work/Trade:	Bid Amount:
Contractor's License No.:	Dir Registration No.:

Playground Design, Purchase, and Installation at McFadden Park

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That PlayCore Wisconsin, Inc. dba GameTime, as PRINCIPAL, and Federal Insurance Company, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of $ Ten Percent of Total Amount Bid (10%).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,
WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on December 3, 2024, for:

Playground Design, Purchase, and Installation at McFadden Park

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 2nd Day of December 2024.

PRINCIPAL PlayCore Wisconsin, Inc. dba GameTime
BY: Maria C Townsend
Maria C Townsend
Corp Dir Risk
Title
BY: Christa Dilley
Christa Dilley
Sr Credit Rep
Title
(SEAL)

SURETY Federal Insurance Company
April D Perez
April D. Perez, Attorney-in-Fact
202B Halls Mill Road
Address
Whitehouse Station, NJ 08889-3454
(SEAL)

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of Alabama }

County of DeKalb }

On Dec 2, 2024 before me, Deborah Davis, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Deborah Davis
Notary Public Signature

DEBORAH DAVIS NOTARY PUBLIC ALABAMA STATE AT LARGE
(Notary Public Seal)

My Commission Expires: 3/24/2027

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

BID BOND
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date 12/2/24

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☒ Corporate Officer
  Corp Director Risk
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

BID BOND
ACKNOWLEDGMENT OF SURETY

STATE OF NEW JERSEY)
ss
County of MORRIS)

On this 2nd day of December, 2024, A.D.

April D. Perez personally appeared before me a
(Notary Public, Judge or Other Officer)
in and for Morris County, State of New Jersey
known to me to be the Attorney-in-Fact of the corporation that executed the foregoing instrument and, upon oath, did depose that he is the officer of said corporation as above designed; that he is acquainted with the seal of said corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

(Notary Public, Judge or Other Officer)

ANN MARIE KEANE
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES MAY 19, 2025

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, **PACIFIC INDEMNITY COMPANY,** a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

April D. Perez

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon SS.

On this **19th** day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this December 2, 2024

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA



P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com

McFadden Park Playground - Project 111924-01-Opt 5
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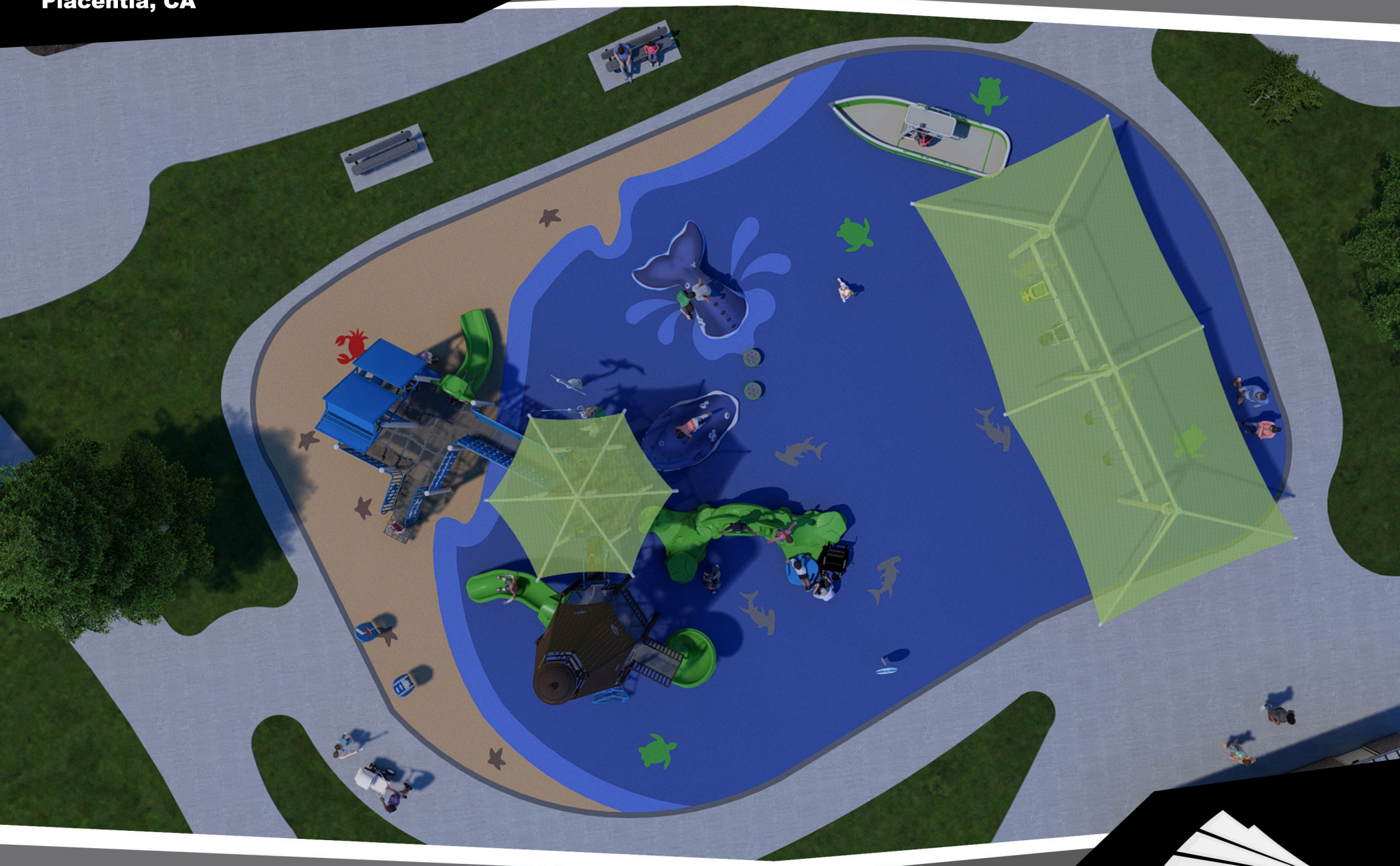
P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com

McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA

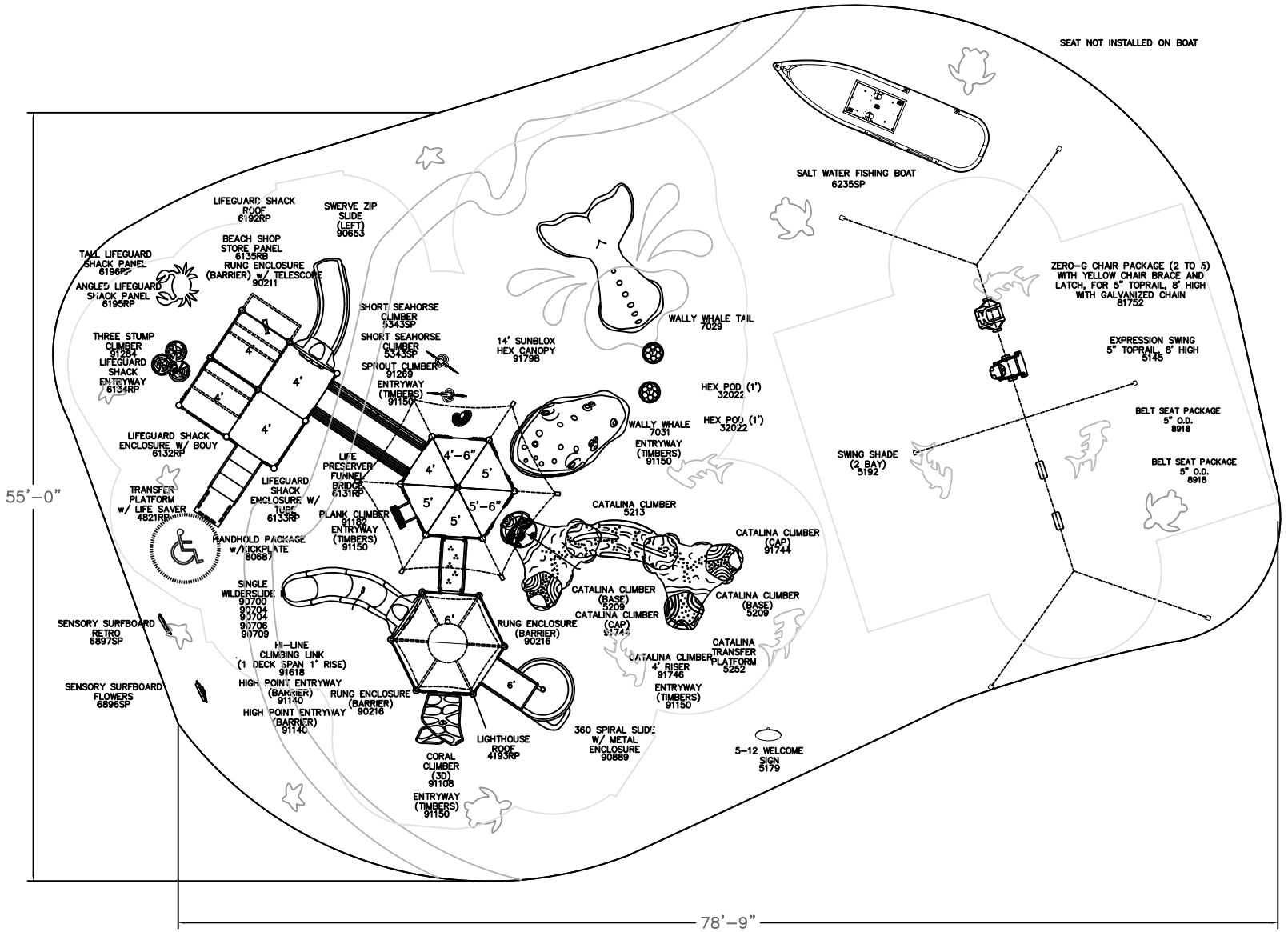


P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com

McFadden Park Playground - Project 111924-01-Opt 5
Placentia, CA



P: (435) 245-5055 / F: 435 245-5057 Brandon@gwpark.com



GREAT WESTERN RECREATION

ISO 9001 CERTIFIED

ISO 14001 CERTIFIED

CITY OF PLACENTIA
McFADDEN PARK
Placentia, CA

Representative
Great Western

SALES REP
BRANDON SEITZ
805-910-5971
BRANDON@GWPARK.COM

Total Elevated Play Components	12		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	12	Required	6
Total Accessible Ground Level Components Shown	14	Required	4
Total Different Types Of Ground Level Components	4	Required	3

This play equipment is recommended for children ages 5-12

Minimum Area Required: -

Scale: -

This drawing can be scaled only when in an 18" x 24" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: SLB/MW

Date: 9/23/24

Drawing Name: 111924-01-Opt 5

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/27/2024
Quote #
111924-01-06

McFadden Park Playground Option 5A

City of Placentia
Attn: Veronica Ortiz
900 S. Melrose St.
Placentia, CA 92870
United States
Phone: 714-993-8222
vortiz@placentia.org

Ship to Zip 92865

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	RDU	GameTime - Custom Life Guard and Light House 5-12 Play Strucutre- • Reference 111924-01-Opt 5	$102,212.00	$51,106.00	$51,106.00
1	5179	GameTime - Welcome Sign (5-12)	$748.00	$703.12	$703.12
1	4821RP	GameTime - 48" Transfer w Life Buoy	$7,224.00	$7,224.00	$7,224.00
2	5343SP	GameTime - Short Seahorse Climber	$3,236.00	$3,236.00	$6,472.00
1	6131RP	GameTime - Life Preserver Funnel Bridge	$10,028.00	$10,028.00	$10,028.00
1	6132RP	GameTime - Lifeguard Shack Enclosure w/ Buoy	$3,044.00	$3,044.00	$3,044.00
1	6133RP	GameTime - Lifeguard Shack Enclosure w/ Tube	$3,044.00	$3,044.00	$3,044.00
1	6134RP	GameTime - Lifeguard Shack Entryway	$1,784.00	$1,784.00	$1,784.00
1	6135RP	GameTime - Beach Shop Store Panel	$1,536.00	$1,536.00	$1,536.00
1	6192RP	GameTime - Lifeguard Shack Roof	$5,580.00	$5,580.00	$5,580.00
1	6195RP	GameTime - Lifeguard Shack Angled Panel	$3,600.00	$3,600.00	$3,600.00
1	6196RP	GameTime - Lifeguard Shack Tall Panel	$3,140.00	$3,140.00	$3,140.00
1	6896SP	GameTime - Surfboard Flowers	$5,565.00	$5,565.00	$5,565.00
1	6897SP	GameTime - Retro Surfboard Sensory	$5,898.00	$5,898.00	$5,898.00
1	4193RP	GameTime - Lighthouse Roof	$27,344.00	$27,344.00	$27,344.00
1	1205LD	GameTime - Salt Water Fishing Boat without seat	$23,288.00	$23,288.00	$23,288.00
1	7031	GameTime - Whale	$19,994.00	$19,394.18	$19,394.18
1	7029	GameTime - Whale Tail	$15,229.00	$14,772.13	$14,772.13
2	32022	GameTime - Hex Pod Step (1')	$960.00	$729.60	$1,459.20
1	81752	GameTime - 5" Zero-G Chair (2-5)-Galv Chain	$759.00	$736.23	$736.23
1	5145	GameTime - Expression Swing 5" X 8'	$1,949.00	$1,637.16	$1,637.16
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)	$388.00	$325.92	$651.84
1	5192	GT-Shade - Double Bay Swing Shade	$13,602.00	$13,193.94	$13,193.94
1	PPBOND	GameTime - Payment and Performance Bond	$7,790.00	$7,790.00	$7,790.00
1	INSTALL	Other Products 1 - MOBILIZE EQUIPMENT AND MATERIALS-Prevailing Wages	$1,995.00	$1,995.00	$1,995.00

GREAT WESTERN RECREATION
Brandon Seitz
Brandon@gwpark.com

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11/27/2024
Quote #
111924-01-06

McFadden Park Playground Option 5A

Qty	Part #	Description	List $	Selling $	Ext. Selling $
1	INSTALL	Other Products 1 - DEMO AND DISPOSE OF EXISTING EQUIPMENT. INCLUDING 4,170 SQFT. OF POUR IN PLACE RUBBER SURFACING- Prevailing Wages	$28,235.00	$28,235.00	$28,235.00
1	INSTALL	Other Products 1 - RE-GRADE AND COMPACT SUB BASE MATERIALS. APPROXIMATELY 4,170 SQFT.- Prevailing Wages	$5,580.00	$5,580.00	$5,580.00
1	INSTALL	Other Products 1 - INSTALLATION ONLY OF GAMETIME PLAY EQUIPMENT - REFER TO DRAWING 111924-01-OPT 5 ORTCO INC IS A CERTIFIED GAMETIME INSTALLER- Prevailing Wages	$82,749.00	$82,749.00	$82,749.00
1	INSTALL	Other Products 1 - PROVIDE AND INSTALL POUR IN PLACE RUBBER SURFACING. 50/50 BLACK AND STANDARD COLOR WITH AROMATIC BINDER. EXCLUDES DESIGNS AND GRAPHICS. APPROXIMATELY 3,990 SQFT. FOR AN AVG. CFH OF 8'- • 1005 sf 100% beige shoreline • 350 sf 100% light blue shoreline wave • 2565 sf 100% standard blue aliphatic • 30 sf 100% gray for shark • 25 sf 100% light green for turtles • 5 sf 100% color red for crab • 10 sf 100% color orange for starfish Prevailing Wages	$124,154.00	$124,154.00	$124,154.00
				Sub Total	$461,703.80
				Estimated Freight	$17,815.18
				Tax	$18,480.07
				Total	**$497,999.05**

GREAT WESTERN RECREATION
Brandon Seitz
Brandon@gwpark.com

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
Office: 435-245-5055 Fax: 435-245-5057
www.gwpark.com

11/27/2024
Quote #
111924-01-06

McFadden Park Playground Option 5A

Comments

Your Sales Rep is Brandon Seitz. Please reach out to Brandon at 805-910-5971 if you should have any questions regarding this quote.

Due to the volatility of freight costs, the freight pricing is subject to change at the time of order.

Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.

Shipping to:
Installer
2163 N Glassell St
Orange, CA 92865

Site Address:
900 S Melrose St,
Placentia, CA 92870

*Freight charges are based on listed zip code and are subject to change if shipping information changes.

*Deposit may be required.

Permitting not included, unless otherwise noted.

Prevailing wage

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11/27/2024
Quote #
111924-01-06

McFadden Park Playground Option 5A

Remit Payment to:
GameTime
P.O. Box 680121
Fort Payne, AL 35968

Taxes:
All applicable taxes will be added at time of invoicing unless otherwise included or a tax-exempt certificate is provided.
If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Prices:
FOB Factory.

Orders:
All orders shall be in writing by purchase order, contract, or similar document made out to PlayCore Wisconsin Inc., dba GameTime.
Standard GameTime equipment orders over $100,000 may require a deposit of 25% at the time of order and an additional 25% at or before order ships
Standard orders with equipment, installation and surfacing are requested to be split billed.
Equipment, Taxes & Freight as noted above
Installation and Surfacing billed as completed and Due Upon Receipt.

Terms:
Cash With Order Discount (CWO): Orders for GameTime equipment paid in full at time of order via check, Electronic Funds Transfer (ACH or wire) are eligible for a three percent (3%) cash with order discount.
Payment via credit card: If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.
Credit terms are Net 30 days, subject to approval by the GameTime Credit Manager. A completed credit application must be submitted and approved prior to the order being received. Please allow at minimum 2 days for the credit review process. GameTime may also require:
Completed Project Information Sheet (if applicable)
Copies of Payment and Performance Bonds (if applicable)
A 1.5% per month finance charge will be imposed on all past due invoices.
Retainage not accepted.
Orders under $5,000 require payment with order.

Landmark Design GFRC:
Orders require a 50% deposit at the time of order.

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Brandon Seitz
Brandon@gwpark.com

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www.gwpark.com

11/27/2024
Quote #
111924-01-06

McFadden Park Playground Option 5A

ACCEPTANCE OF QUOTATION:

Billing and Shipping information will be as stated on quote unless indicated below.

☐ Change billing information to:

Address: _____

_____

Contact: _____

☐ Change shipping information to:

Address: _____

_____

Contact: _____

Colors: ☐ Per Renderings ☐ Palette _____

☐ Per Submittals _____

☐ Other Colors, please specify _____
_____
_____
_____

Purchase Amount: **$497,999.05**

Signature: _____ **Date:** _____

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

DIR# 1000015526 CSLB#855664

GREAT WESTERN RECREATION
Brandon Seitz
Brandon@gwpark.com

GameTime C/O Great Western Recreation
P.O. Box 680121
Fort Payne, AL 35967
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www.gwpark.com

11/27/2024
Quote #
111924-01-06

McFadden Park Playground Option 5A

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

GREAT WESTERN RECREATION
Brandon Seitz
Brandon@gwpark.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/10/2024

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
MARSH USA, LLC.
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326
Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321
CN102326389-CAS-GAUWX-23-24

CONTACT NAME: Justin Llizo
PHONE (A/C, No, Ext): (202) 258-5895 **FAX (A/C, No):**
E-MAIL ADDRESS: Justin.Llizo@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B : Continental Casualty Company	20443
INSURER C : American Casualty Company Of Reading, Pa	20427
INSURER D : Transportation Insurance Co	20494
INSURER E : N/A	N/A
INSURER F : The Continental Insurance Company	35289

INSURED
PlayCore Wisconsin, Inc.
Dba GameTime
150 PlayCore Drive SE
Fort Payne, AL 35967

COVERAGES **CERTIFICATE NUMBER:** ATL-005801687-00 **REVISION NUMBER:** 0

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR [X] SIR $250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			MKLV2PBC002287	08/01/2024	08/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG POLICY AGGREGATE	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 10,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 7039895527	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.: $1,000	$ 1,000,000 $ $ $ $
F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			7039984806 RETENTION Umb Catastrophe $25,000	08/01/2024	08/01/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C C D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC 7 39895530 WC 7 39895544 WC 7 39918871 WC 7 39929062	08/01/2024 08/01/2024 08/01/2024 08/01/2024	08/01/2025 08/01/2025 08/01/2025 08/01/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: McFadden Park
The City of Placentia, its officers, officials, employees, agents, and volunteers are listed as additional insured, in regard to services performed by the Insured, on a primary and non-contributory basis, on the General Liability via CG 2010 & CG 2037 (04/13 versions) and Automobile Liability via CA 2048, when required by written contract. A Waiver of Subrogation applies in favor of the additional insureds on all policies, when required by written contract.

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 of Marsh USA LLC
John Whittle

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AGENCY CUSTOMER ID: CN102326389
LOC #: Atlanta

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	PlayCore Wisconsin, Inc. Dba GameTime 150 PlayCore Drive SE Fort Payne,AL 35967
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation (Continued):

Carrier: Transportation Insurance Company
Policy Number: WC 7039918885
Dates: 08/01/2024 - 08/01/2025

WC 7 39895530 - AL,CO,FL,GA,ID,IL,IN,KS,KY,MA,ME,MD,MI,MN,MO,MT,NV,NY,NC,OK,PA,SC,TN,TX,UT,VA
WC 7 39895544 - CA
WC 7 39918871 - AZ, OR, WI
WC 7039918885- OH, ND, WY, WA

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POLICY NUMBER: MKLV2PBC002287
EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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

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

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

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

1. Required by the contract or agreement; or

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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.

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POLICY NUMBER: MKLV2PBC002287
EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
As required by written contract executed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above 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". This waiver applies only to the person or organization shown in the Schedule above.

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EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025
POLICY NUMBER: MKLV2PBC002287

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Persons Or Organizations
" 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."

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged.

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

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Product Name
Business Auto

CNA

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: PlayCore Group, Inc.

Endorsement Effective Date: 08/01/2024

SCHEDULE
Name Of 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.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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Product Name
Business Auto

Form No: CA 20 48 10 13
Endorsement Effective Date: 08/01/2024
Endorsement No: TBD; Page: TBD
Underwriting Company: CONTINENTAL CASUALTY COMPANY

Policy No: BUA 703895527
Policy Effective Date: 08/01/2024
Policy Page: TBD

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Product Name
Workers' Compensation

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

"Any person or organization whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss"

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

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

Copyright 1983 National Council on Compensation Insurance.

POLICY NUMBER: MKLV2PBC002287
EFFECTIVE: AUGUST 1, 2024
EXPIRES: AUGUST 1, 2025

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

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
As required by written contract executed by both parties prior to loss	All locations
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.

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Product Name
BUSINESS AUTO

WAIVER OF TRANSFER RIGHTS OF RECOVERY AGAINST OTHERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO

SCHEDULE
Name of Person or Organization: " 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."

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

We waive any right of recovery we may have against the person or organization shown in the Schedule because of payments we make for the injury or damage. This injury or damage must arise out of your activities under a contract with that person or organization. The waiver applies only to the person or organization shown in the Schedule.

All other terms and conditions of the policy remain unchanged.

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

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DocuSign Envelope ID: 2A4096F2-5DE9-4F1E-AC16-EE17C46F3E93

BENEFICIARY AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF PLACENTIA FOR AMERICAN RESCUE PLAN ACT FUNDING

This Beneficiary Agreement (the "Agreement") is made and entered into by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Placentia, a California municipal corporation, hereafter referred to as "Beneficiary," with the County or Beneficiary referred to as "Party," or collectively as "Parties."

WHEREAS, on February 26, 2020, the County Health Officer declared a local health emergency based on an imminent and proximate threat to public health from the introduction of a novel coronavirus (named "COVID-19") in Orange County (the "COVID-19 Emergency"); and

WHEREAS, on March 2, 2020, the Board of Supervisors adopted Resolution No. 2020-11 ratifying the local health emergency declared by the County's Health Officer; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California because of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States issued a Proclamation on Declaring a National Emergency Concerning the COVID-19 Outbreak; and

WHEREAS, the American Rescue Plan Act (ARPA) was passed by Congress and signed into law by the President of the United States on March 11, 2021; and

WHEREAS, under the State and Local Fiscal Recovery Funds (SLFRF) program, enacted as part of (ARPA), more than $350 billion in emergency funding was distributed to state, local, territorial, and Tribal governments with the County receiving a total of $616.8 million in two equal allocations of SLFRF funds; and

WHEREAS, ARPA provides that SLFRF funds may be used to replace lost public sector revenue to pay for government service expenses that are incurred during the period that begins on March 3, 2021, and ends on December 30, 2024; and

WHEREAS, on January 6, 2022, the United States Department of Treasury released its Final Rule for the SLFRF program, which among other things, authorizes State and local government recipients to use SLFRF funds to replace lost public sector revenue and use such funding to provide government services up to the amount of revenue loss due to the pandemic; and

WHEREAS, on June 28, 2022, the Orange County Board of Supervisors authorized the allocation of $9,500,000 in SLFRF funds to be used for various Fourth

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District priority projects, including local governments for educational and infrastructure projects; and

WHEREAS, Beneficiary is a local government with educational and infrastructure projects; and

WHEREAS, in order to assist Beneficiary in its educational and infrastructure projects, the Parties have agreed that the County shall transfer the Grant Amount described herein to Beneficiary.

NOW, THEREFORE, the Parties mutually agree as follows:

1. TERM OF AGREEMENT. The term of this Agreement begins on the date when fully executed by the Parties, and terminates on June 30, 2024, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. USE OF GRANT AMOUNT.

a. The grant funds provided are federal funds and subject to the Single Audit Act of 1984. The following information is provided in accordance with the Single Audit Act.

Grant Amount	$500,000
Beneficiary Name:	City of Placentia
Beneficiary Unique Entity Identifier (UEI)	WN5YQKL2QFZ5
Awarding County Agency	County Executive Office
County Contact	Oana Cosma (714) 834-7410
Assistance Listing Number (ALN) / Name	21.027 / Coronavirus State and Local Fiscal Recovery Funds
Federal Award Identification Number	SLFRP1607
Awarding Federal Agency	US Treasury Department
Indirect Cost Rate	10% MTDC or Federally Approved Rate
Whether Award is R&D:	No

b. Beneficiary shall use Grant Amount provided under this Agreement for costs associated with the development, construction, and maintenance of a senior center.

c. Indirect costs may not exceed 10% of the modified total direct costs per 2 CFR section 200.68 or the federally approved indirect cost rate, if applicable.

d. Beneficiary must utilize the Grant Amount in accordance with all Federal and State laws, including but not limited to the American Rescue Plan

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Act of 2021 (ARPA), codified at 42 U.S.C. § 802, et seq., and all applicable regulations and guidelines implementing ARPA, including the regulations issued by the Department of Treasury at 31 CFR Part 35 regarding costs that are payable from SLFRF Funds.

3. PAYMENT OF GRANT AMOUNT

a. The County will issue a one-time contribution to the Beneficiary of the **Grant Amount set forth in Paragraph 2.a** within 10 business days of the full execution of this Agreement. All of Beneficiary's expenditures of the Grant Amount must be for costs as described in Paragraph 2.b of this Agreement.

b. It is understood that the County makes no commitment to fund this Agreement beyond the terms set forth herein.

4. STATUTES AND REGULATIONS APPLICABLE TO GRANT. Beneficiary must comply with all applicable requirements of State, Federal, and County of Orange laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. Beneficiary must comply with applicable State and Federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. Beneficiary must comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

a. Office of Management and Budget (OMB) Guidance. Beneficiary must comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards per 2 CFR Part 200 (the "Uniform Guidance"), including the procurement standards set forth in 2 CFR 200.318 through 2 CFR 200.327 when using the Grant Amount to procure goods and services.

b. Single Audit Act. Since Federal funds are used in the performance of this Agreement, Beneficiary must, as applicable, adhere to the rules and regulations of the Single Audit Act (31 USC Sec. 7501 et seq.), OMB Circular A-133 and any administrative regulation or field memoranda implementing the Act.

c. Political Activity Prohibited. None of the funds, materials, property or services provided directly or indirectly under this Agreement may be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Funds provided under this Agreement may not be used for any purpose designed to support or defeat any pending legislation or administrative regulation.

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d. SAM.gov Requirements. Beneficiary is required to have an active registration with the System for Award Management ("SAM") (https://www.sam.gov).

5. COMPLIANCE WITH GRANT REQUIREMENTS. Grant funds awarded must be used solely for the purposes identified in Paragraph 2 of this Agreement. In accordance with Paragraph 11, Beneficiary agrees to indemnify, defend, and hold harmless the County of Orange for any sums the State or Federal government contends or determines Beneficiary used in violation of this Agreement. Beneficiary shall immediately return to the County any funds the County or any responsible State or Federal agency, including the Department of Treasury, determines the Beneficiary has used in a manner that is inconsistent with Paragraph 2 of this Agreement. The provisions of this paragraph shall survive termination of this Agreement.

6. CERTIFICATION. Beneficiary hereby certifies that the Beneficiary will use the Grant Amount for eligible expenses as described Section 2 above.

7. RECORDS MAINTENANCE. Beneficiary shall maintain records in their original form in accordance with requirements prescribed by the County with respect to all matters specified in this Agreement. Original forms are to be maintained on file for all documents specified in this Agreement. Such records must be retained for a period of four (4) years after termination of this Agreement and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. Records, in their original form pertaining to matters covered by this Agreement, must be retained within the County of Orange unless authorization to remove them is granted in writing by the County.

8. RECORDS INSPECTION. At any time during normal business hours and as often as either the County, Inspector General acting pursuant to the Inspector General Act of 1978, or the Auditor General of the State of California may deem necessary, Beneficiary must make available for examination all its records with respect to all matters covered by this Agreement. The County, Inspector General, and the Auditor General of the State of California each have the authority to audit, examine and make excerpts or transcripts from records, including all Beneficiary's invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Beneficiary agrees to provide any reports requested by the County regarding performance of this Agreement. With respect to inspection of Beneficiary's records, the County may require that Beneficiary provide supporting documentation to substantiate Beneficiary's expenses with respect to the Beneficiary's use or expenditure of monies provided by the County to the Beneficiary under this Agreement.

9. INDEPENDENT CONTRACTOR. The Beneficiary shall be considered an independent contractor and neither the Beneficiary, its employees, nor anyone

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working under the Beneficiary shall be considered an agent or an employee of County. Neither the Beneficiary, its employees nor anyone working under the Beneficiary shall qualify for workers' compensation or other fringe benefits of any kind through County.

10. PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Beneficiary shall be responsible for obtaining all permits, licenses, and approvals required for performing any work under this Agreement. Beneficiary shall be responsible for observing and complying with any applicable Federal, State, or local laws, or rules or regulations affecting any such work. Beneficiary shall provide copies of permits and approvals to the County upon request.

11. INDEMNITY. The Beneficiary agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless from any claims, demands or liability of any kind or nature, arising from or related to the Beneficiary's receipt of the Grant Amount under this Agreement, including any claims that the amounts paid by the County to Beneficiary were not used consistent with the restrictions on the use of SLFRF program funds as set forth in the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.

12. NOTICES. All notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Beneficiary:
Damien R. Arrula, City Manager
darrula@placentia.org
401 East Chapman Ave.
Placentia, CA 92870

County:
Oana Cosma, County Budget Office
Oana.Cosma@ocgov.com
400 W. Civic Center Dr., 5th Floor
Santa Ana, CA 92701-4062

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13. DEFAULTS. Should either Party fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the non-breaching Party reserves the right to terminate the Agreement, reserving all rights under State and Federal law.

14. ATTORNEY FEES. In any action or proceeding to enforce or interpret any provision of this Agreement, each Party shall bear its own attorney's fees, costs, and expenses.

15. ENTIRE CONTRACT: This Agreement contains the entire contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on the parties unless authorized by the Parties in writing.

16. AMENDMENTS. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year dated below.

BY: DocuSigned by: 24B7DEA2504948D... DATED: 5/16/2023

Damien R. Arrula, City Manager
City of Placentia

BY: DocuSigned by: E631BF836C36422... DATED: 5/16/2023

Helen Hernandez, Deputy Purchasing Agent
County Procurement Office
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

BY: DocuSigned by: James Harman 0026E89386254F6...

James C. Harman, Chief Assistant

DATED: 5/16/2023

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FIRST AMENDMENT TO BENEFICIARY AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF PLACENTIA FOR AMERICAN RESCUE PLAN ACT FUNDING

This First Amendment to the Beneficiary Agreement (the "First Amendment") is made and entered into as of June 29, 2024, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Placentia, a California municipal corporation, hereafter referred to as "Beneficiary," with the County and Subrecipient referred to as "Party," or collectively as "Parties."

WHEREAS, on June 28, 2022, the Orange County Board of Supervisors authorized the allocation of $9,500,000 in State Local Fiscal Recovery Funds (SLFRF) funds to be used for various Fourth District priority projects, including local governments for educational and infrastructure projects; and

WHEREAS, on May 16, 2023, the Parties entered into a Beneficiary Agreement for American Rescue Plan Act Funding ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to revise the use of grant amount terms.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Paragraph 1 of the Agreement shall be deleted and replaced in its entirety by the following:

> 1. TERM OF AGREEMENT. The term of this Agreement begins on May 16, 2023, and terminates on June 30, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Paragraph 2, subparagraph (b) of the Agreement shall be deleted and replaced in its entirety by the following:

> b. Beneficiary shall use Grant Amount provided under this Agreement for costs associated with the development, construction, and maintenance of the playground at McFadden Park.

3. Paragraph 11 of the Agreement shall be deleted and replaced in its entirety by the following:

> INDEMNITY. The Beneficiary agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless

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from any claims, demands or liability of any kind or nature, arising from or related to the Beneficiary's receipt or use of the Grant Amount under this Agreement, including any claims that the amounts paid by the County to Beneficiary were not used consistent with the restrictions on the use of SLFRF program funds as set forth in the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first above written.

DocuSigned by:
Rosanna Ramirez
13F77724C3C3450...

BY: _____ DATED: 12/3/2024

Rosanna Ramirez,
Acting City Administrator
City of Placentia

Signed by:
Jennifer Lampman
6A4F3F0FA5254E8...

BY: _____ DATED: 12/3/2024

Jennifer Lampman,
Director of Finance
City of Placentia

Signed by:
Ranique Beas
D0DA113FD3E540C...

BY: _____ DATED: 12/4/2024

Ranique Beas,
Deputy Purchasing Agent
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

DocuSigned by:
00514730F26D481...

BY: _____

James C. Harman, Chief Assistant

DATED: 12/4/2024

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 17, 2024

Submitted by: Carole Wayman

From: Mayor Jeremy B. Yamaguchi

Subject:
Resolution Appointing an Interim City Administrator and Approving the Retired Annuitant Employment Agreement with the City

Financial Impact:
Fiscal Impact:
The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Summary:
The City Council has expressed a desire to appoint Thomas R. Hatch (Appointee) to serve as Interim City Administrator effective January 6, 2025. It is estimated that it may take up to six additional months to complete the recruitment and hiring process.

The City Council considered candidates for the Interim City Administrator position, and ultimately selected Appointee to perform the duties of City Administrator during the completion of the recruitment process, and to prevent stoppage of vital city services.

The attached form of resolution and employment agreement will officially appoint appointee as the City Administrator on an interim basis. The interim appointment complies with Government Code Sections 7522.56 and 21221(h), which allows retired annuitants of the California Public Employees' Retirement System (CalPERS) to work in a limited term appointment under specific rules.

In accordance with CalPERS requirements, the hourly rate shall be $143.79 per hour, which is the current salary for the City Administrator position. Furthermore, as required by CalPERS rules, no other benefits will be provided. The proposed Employment Agreement specifies that the appointee serves at the pleasure of the City Council until the soonest of the following occurs: (1) July 11, 2025, (2) upon appointment of a permanent City Administrator, (3) until the appointee works his/her 960th hour for any CalPERS agency during the 2024-2025 or 2025-2026 fiscal years, or (4) upon earlier termination of the employment by either the appointee or the City.

Recommendation:
Recommended Action: It is recommended that the City Council:

1. Adopt Resolution R-2024-86, approving the appointment of an Interim City Administrator; and
2. Approve the Retired Annuitant Employment Agreement.

Strategic Plan Statement:
There is no strategic plan goal associated with this item.

Fiscal Impact Summary:
The City Administrator is a regularly allocated position within the City's budget. The costs associated with an Interim City Administrator can be covered in the current year's FY 2024-25 budget.

Attachments
Resolution No. R-2024-86 12-17-24.docx
Retired Annuitant Employment Agreement 12-17-24.pdf

RESOLUTION NO. R-2024 –86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPOINTING THOMAS R. HATCH AS INTERIM CITY ADMINISTRATOR AND APPROVING THE RETIRED ANNUITANT EMPLOYMENT AGREEMENT

RECITALS

WHEREAS Government Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and,

WHEREAS the City Council desires to appoint Thomas R. Hatch ("Appointee") as an interim appointment retired annuitant to the vacant position of City Administrator for the City of Placentia under Gov. Code section 21221(h), effective January 6, 2025; and,

WHEREAS, under Government Code section 21221(h), the City can appoint a retired annuitant of CalPERS to work in a vacant position during the recruitment to permanently fill the vacancy or during an emergency to prevent stoppage of public business; and,

WHEREAS, the City Council has authorized the search and recruitment for a permanent appointment on November 19, 2024; and,

WHEREAS this appointment pursuant to Gov. Code section 21221(h) shall only be made once and therefore will end on the soonest of: (1) July 11, 2025, or (2) upon appointment of a permanent City Administrator, or (3) until Appointee works his/her 960th hour for any CalPERS agency during the 2024-2025 or 2025-2026 fiscal years, or (4) upon termination of this employment by Appointee or the City; and,

WHEREAS consistent with the Government Code, compensation shall be $143.79 per hour which is within the current established salary range for City Administrator and will not include any benefits, nor accrued vacation or leave time, or any other form of compensation in addition to this hourly pay rate; and,

WHEREAS the City Council and Appointee certify that Appointee has not and will not receive a "golden handshake" agreement, as described in Government Code 20903, or any other retirement-related incentive.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City Council of the City of Placentia authorizes and approves the form of Retired Annuitant Employment Agreement for the position of Interim City Administrator between the City of Placentia and Appointee, in substantial form as the agreement attached hereto as Exhibit 1;

2. The City Council finds that the appointment of Appointee to the Interim City Administrator position, commencing on January 6, 2025, is necessary to fill a critically needed position for the City of Placentia because of the need for his specialized skills during the recruitment of a permanent city administrator.

3. The Mayor is authorized and directed to execute the Retired Annuitant Employment Agreement for and on behalf of the City of Placentia, in substantial form as attached hereto, and to execute

any other necessary documents to effectuate the terms of the Employment Agreement, in a form approved by the City Attorney.

PASSED, ADOPTED AND APPROVED THIS 17th DAY OF DECEMBER 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 17th day of December 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

EXHIBIT(S):

1 – Retired Annuitant Employment Agreement

RETIRED ANNUITANT EMPLOYMENT AGREEMENT

For the Position Of
INTERIM CITY ADMINISTRATOR

This Employment Agreement ("Agreement") is made and entered into this ___ day of _____, 2024, by and between the CITY OF PLACENTIA ("CITY"), a California Charter city, and THOMAS R. HATCH ("ANNUITANT"), an individual, on the following terms and conditions:

RECITALS

CITY desires to employ the services of ANNUITANT as its Interim City Administrator, temporarily, to carry out the duties and responsibilities of City Administrator as provided for by the City's Charter and Municipal Code, in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

ANNUITANT desires to accept employment as Interim City Administrator in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

CITY has commenced an open recruitment to permanently fill the vacant position of City Administrator. During the recruitment period, the CITY has an immediate need for an Interim City Administrator, a position involving specialized skills and training, and which is critically necessary for the ongoing duties and functions of the CITY.

ANNUITANT, affirms that he/she has the necessary skills required by the City by virtue of his/her significant experience serving as a City Manager in other cities.

ANNUITANT represents that he/she is a retired annuitant of CalPERS within the meaning of Government Code §§ 7522.56 and 21221(h) and acknowledges that Annuitant's compensation is statutorily limited as provided in Government Code § 21221(h).

ANNUITANT represents that, as of the effective date of this Agreement, ANNUITANT has not worked for another CalPERS state or contracting agency as a retired annuitant during the CITY's 2024-2025 fiscal year, and that ANNUITANT therefore acknowledges that he/she is restricted to working no more than 960 hours for CITY, a state agency or other CalPERS contracting agencies (collectively "CalPERS Agencies") in a fiscal year, and that his/her compensation is statutorily limited as provided in Government Code § 21221(h). ANNUITANT represents that he/she has not received unemployment compensation from any CalPERS agencies during the 12-month period preceding the effective date of this Agreement. ANNUITANT further represents that his/her CalPERS retirement date became effective prior to the 180-day period preceding the effective date of this Agreement; that ANNUITANT has not received a retirement incentive upon retirement within the meaning of Government Code § 7522.56(g), and that ANNUITANT has attained normal retirement age within the meaning of Government Code § 21220.5.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position and Duties.

1.1 Position. ANNUITANT accepts employment with CITY as its Interim City Administrator and shall perform all functions, duties and services set forth in Section 1.4 (Duties) of this Agreement. ANNUITANT shall provide service at the direction and under the supervision of the City Council. It is the intent of the parties that ANNUITANT, as the Interim City Administrator, shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, ANNUITANT shall report directly to the City Council and will periodically, or as may be otherwise specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY.

1.2 Term. This Agreement shall become effective and executed both by ANNUITANT and CITY's Mayor, which date shall be the date first referenced above. ANNUITANT shall commence the performance of the required duties as the Interim City Administrator on January 6, 2025, or at such later date as the parties hereto shall agree in writing ("Commencement Date"). This Agreement shall expire as of the first of the following to occur: (i) 5:00 p.m. on July 11, 2025; (ii) upon the employment commencement date of a permanent City Administrator employed by CITY; (iii) upon ANNUITANT working ANNUITANT's 960th hour during the 2023-2024 or 2024-2025 fiscal years, including hours worked for other CalPERS agencies during such fiscal years; or (iii) upon termination of the Agreement by either ANNUITANT or CITY as provided in Section 4 (Termination) of this Agreement.

1.3 At-Will. ANNUITANT acknowledges that ANNUITANT is an at-will, temporary employee of CITY who shall always serve at the pleasure of the City Council during the period of his service hereunder. The terms of CITY's personnel rules, policies, regulations, procedures, ordinances, and resolutions regarding City Administrative Personnel (collectively "Personnel Policies") , as they may be amended or supplemented from time to time, shall not apply to ANNUITANT, and nothing in this Agreement is intended to, or does, confer upon ANNUITANT any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 (Term) or Section 4 (Termination) of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of ANNUITANT, as provided in Section 1.2 (Term) or Section 4 (Termination). Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of ANNUITANT to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 (Term) or Section 4 (Termination) of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and ANNUITANT, as set forth in Section 1.2 (Term) or Section 4 (Termination) below.

1.4 Duties. ANNUITANT shall serve as the Interim City Administrator and shall for the Term of the Agreement be vested with the powers, duties and responsibilities of the City Administrator as set forth in the City's Charter and the City's Municipal Code, the terms of which are incorporated herein by reference. ANNUITANT shall provide service at the direction and under the supervision of the City Council. It is the intent of the parties that the Interim City Administrator shall keep the City Council fully apprised of all significant ongoing operations of CITY. Toward that end, ANNUITANT shall report directly to the City Council and will periodically, or as otherwise specifically requested by the City Council, provide status reports to the City Council on his/her activities and those of CITY. It is the intent of the City Council for the Interim City Administrator to function as the chief executive officer of CITY's organization. Without additional compensation, ANNUITANT shall provide such other services as are customary and appropriate to the position of Interim City Administrator, with such additional services assigned from time to time by the City Council as may be consistent with California law and the City Charter. ANNUITANT shall devote his/her best efforts and full-time attention to the performance of these duties, except as may be specifically agreed to by the City Council and ANNUNITANT.

1.5 Hours of Work. ANNUITANT shall devote the time necessary to adequately perform his duties as Interim City Administrator. The parties anticipate that ANNUITANT will work a sufficient number of hours per week allocated between regular business hours and hours outside of regular business hours including, without limitation, attendance at regular and special City Council meetings, attendance at activities of Directed Organizations (as defined below), and attendance at such community events and CITY functions as the Council may direct. Toward that end, ANNUITANT shall be allowed reasonable flexibility in setting ANNUITANT's own office hours, provided the schedule of such hours provides a significant presence at City Hall, reasonable availability to the City Council, CITY staff, and members of the community during regular CITY business hours and for the performance of ANNUITANT's duties and of CITY business. However, in no event shall ANNUITANT be required to work more than 960 hours per fiscal year for CITY, including hours worked for other CalPERS Agencies during the 2023-2024 or 2024-2025 fiscal years. The position of Interim City Administrator shall be deemed an exempt position under California wage and hour law.

1.6 Reimbursements. The CITY shall reimburse ANNUITANT for reasonable and necessary travel, subsistence and other business expenses incurred by ANNUITANT in the performance of his duties. All reimbursements shall be subject to and in accordance with California law and applicable CITY reimbursement policies. Further, to the degree it may be specifically directed by the City Council, the Council desires ANNUITANT to be reasonably active in statewide, regional and/or local organizations which the Council deems to be necessary towards maintaining and contributing to the advancement of CITY's interests and standing ("Directed Organizations").

1.7 Other Activity. In accordance with Government Code § 1126, during the period of his employment, ANNUITANT shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.6

[Reimbursements]), whether or not to pecuniary advantage, that is or may be competitive with CITY, that might cause a conflict of interest with CITY, or that otherwise might interfere with the business or operation of CITY or the satisfactory performance of ANNUITANT's duties as Interim City Administrator.

2. Compensation.

2.1 Rate of Pay. For all services performed by ANNUITANT as the Interim City Administrator under this Agreement, CITY shall pay ANNUITANT compensation at the rate of $143.79 per hour according to the current payroll schedule for the City Administrator, paid bi-weekly subject to the limitations provided below.

2.1.1 Compliance with CalPERS requirements. It is the intent of the parties to compensate ANNUITANT only to the extent permitted under Government Code § 21221(h) and corresponding CalPERS regulations, including but not limited to 7522.56(d), and policy statements. The Rate of Pay is within the established salary range for City Administrator ($143.79 per hour). ANNUITANT acknowledges that ANNUITANT will be compensated at the rate of $143.79 per hour and will not receive any benefits, incentives, compensation in-lieu of benefits or any other form of compensation.

2.1.2 Recordation and Reporting of Hours Worked. ANNUITANT will comply with all applicable CalPERS regulations governing employment after retirement, including the recordation and reporting of all hours worked for CITY to CalPERS as may be required. CITY shall assist in any such reporting obligations to CalPERS. Additionally, ANNUITANT shall keep CITY continually apprised of any hours worked by ANNUITANT for other CalPERS Agencies during the term of this Agreement.

2.2 Benefits.

2.2.1 No Benefits. Pursuant to Government Code §21221(h) and related CalPERS regulations and policy statements, ANNUITANT shall not receive from CITY any benefits CITY commonly provides to its employees, including without limitation health, dental, or vision insurance coverage, life insurance, employee assistance programs, and similar benefits.

3. Vacation and Leave.

3.1 No Leave. ANNUITANT and CITY agree that ANNUITANT, in accordance with Government Code §21221(h) and related CalPERS regulations and policy statements, shall not be provided or accrue any personal time off, vacation, sick leave, administrative lease, paid holidays or similar leave benefits.

4. Termination.

4.1 By CITY. This Agreement may be terminated by CITY **for any reason thirty (30) days after providing written notice to ANNUITANT** of such termination. CITY 's only obligation in the event of such termination will be payment to ANNUITANT of all compensation then due and owing as set forth in Section 2.1 (Rate of Pay) up to and including the effective date of termination. However, this Agreement may be terminated immediately if necessitated by changes to Cal PERS statutory or regulatory requirements.

4.2 By ANNUITANT. This Agreement may be terminated by ANNUITANT for any reason thirty (30) days after providing written notice to CITY of such termination. CITY shall have the option, in its complete discretion, to make ANNUITANT's termination effective at any time prior to the end of such period, provided CITY pays ANNUITANT all compensation as set forth in Section 2.1 [Rate of Pay] then due and owing him through the last day actually worked.

4.3. No Notice for Expiration. Nothing in this Section 4 (Termination) shall be construed to require either party to give advance written notice for the Agreement to expire as set forth in Section 1.2 (Term).

4.4 Termination Obligations. ANNUITANT agrees that all property, including, without limitation, all equipment, tangible Proprietary Information (as defined below), documents, records, notes, contracts, and computer-generated materials furnished to or prepared by him incident to his employment belongs to CITY and shall be returned promptly to CITY upon termination of ANNUITANT's employment. ANNUITANT's obligations under this subsection shall survive the termination of his employment and the expiration of this Agreement.

5. Proprietary Information.

"Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY during his/her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY' s organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During ANNUITANT’s employment by CITY, ANNUITANT shall use Proprietary Information, and shall disclose Confidential Information, only for the benefit of CITY and as is, or may be, necessary to perform his job responsibilities under this Agreement. Following termination, ANNUITANT shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. ANNUITANT's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

6. Conflict of Interest.

ANNUITANT represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

7. General Provisions.

7.1 Recitals. The recitals, inclusive of all facts and representations, are incorporated into this Agreement as if set forth in the Operative Provisions.

7.2 Vehicle Operation. ANNUITANT shall operate any vehicle used in connection with the performance of his duties as Interim City Administrator in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment.

7.3 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in ANNUITANT's file. ANNUITANT agrees to notify CITY in writing of any change in his/her address during his/her employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:
401 E. Chapman Avenue,
Placentia CA 92870
Attn: Mayor and City Council

Interim City Administrator's Address:
[Deliver to last updated address in personnel file]

7.4 Indemnification. Subject to, in accordance with, and to the extent provided by the California Government Claims Act [Government Code §810 *et seq.*], CITY will indemnify, defend, and hold ANNUITANT harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any negligent act or omission occurring as a result of ANNUITANT's tenure as the CITY's Interim City Administrator.

7.5 Bonding. CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Administrator under any law or ordinance.

7.6 Integration. This Agreement is intended to be the final, complete, and exclusive statement of the terms of ANNUITANT 's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of ANNUITANT, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to ANNUITANT and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

7.7 Amendments. This Agreement may not be amended except in a written document signed by ANNUITANT, approved by the City Council and signed by CITY's Mayor.

7.8 Waiver. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

7.9 Assignment. ANNUITANT shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to ANNUITANT, assign its rights and obligations hereunder.

7.10 Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

7.11 Attorneys' Fees. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

7.12 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Orange County, State of California.

7.13 Interpretation. This Agreement shall be construed, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit nor against the party responsible for any language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives

their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

7.14 Acknowledgment. ANNUITANT acknowledges that he has had the opportunity to consult legal counsel regarding this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and ANNUITANT has signed and executed this Agreement, as of the date first indicated above.

INTERIM CITY ADMINISTRATOR ("ANNUITANT") _____ Thomas R. Hatch	CITY OF PLACENTIA, A California Charter City and municipal corporation, By: _____ Mayor
	Attest: By: _____ City Clerk
	Approved as to form: By: _____ City Attorney

Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: December 17, 2024
Submitted by: Carole Wayman
From: City Clerk

Subject:
Certification of the Canvass of the November 5, 2024 General Municipal Election Results

Financial Impact:
Fiscal Impact: None

Summary:
Every even-numbered year, the Placentia Charter requires the holding of a General Municipal Election for the purpose of electing City officials. Through City Council action, the November 5, 2024 General Municipal Election was consolidated with the Statewide General Election conducted by the Orange County Registrar of Voters held on the same day.

The State Elections Code requires the City Council to certify the election results no later than the next regularly scheduled City Council meeting following the Orange County Registrar's final Canvass of the Returns. The City Clerk is submitting the subject Resolution (Attachment No. 1) for adoption as required by the State Elections Code and City Charter.

The Resolution and the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns (Attachment No. 1, Exhibit A) provide the specific numbers of ballots cast and votes received by each candidate in the November 5, 2024 election.

Orange County Registrar of Voters Analysis and Results

The municipal elective offices open in the election were as follows:

- One (1) member of the City Council, District 1 for a full term of four (4) years.

  Candidates: Thomas Hummer
  Joshua Correa

- One (1) member of the City Council, District 3 for a full term of four (4) years.

  Candidates: Jeremy B. Yamaguchi
  Kenneth Stevenson

- One (1) member of the City Council, District 5 for a full term of four (4) years.

  Candidates: Ward L. Smith
  Colson Teal

- One (1) City Treasurer for a full term of four (4) years.

  Candidate: Kevin A. Larson

Pursuant to the vote of the people of the City of Placentia, the following individuals were elected to the following offices:

Member of the City Council, District 1: Thomas Hummer

Member of the City Council, District 3: Jeremy B. Yamaguchi

Member of the City Council, District 5: Ward L. Smith

City Treasurer: Kevin A. Larson

The City Council's adoption of the proposed Resolution is required to certify the election results. According to the City Charter, the term of all members shall commence at the first regular Council meeting following the certification of the election results and each member shall serve until a successor is elected and qualified. The official canvass of the election contains a report of the numbers of votes cast for each candidate.

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Receive and file the Certificate of Registrar of Voters to Result of the Canvass of the General Election Returns; and
2. Adopt Resolution No. R-2024-87, a Resolution of the City Council of the City of Placentia, California, reciting the fact of the General Municipal Election held on Tuesday, November 5, 2024 declaring the result and such other matters as provided by law.

Attachments

Attachment 1 - Resolution R-2024-87- 2024 Election Resolution.docx
City of Placentia OCROV Certification - Exhibit A.pdf

RESOLUTION NO. R-2024-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL ELECTION HELD ON TUESDAY, NOVEMBER 5, 2024, DECLARING THE RESULT AND SUCH OTHER MATTERS AS PROVIDED BY LAW

A. Recitals.

(i). A General Municipal Election ("Election") was held and conducted in the City of Placentia, California, on Tuesday, November 5, 2024, as required by law.

(ii). Notice of the Election was given in the time, form and manner as provided by law; voting precincts were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in general law cities and pursuant to the requirements of the Placentia City Charter.

(iii). The Orange County Election Department canvassed the returns of the election and has certified the results to this City Council, the results are received, attached, and made a part hereof as "Exhibit A".

(iv). All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., above.

2. The whole number of ballots cast in the precincts except vote by mail voter ballots and provisional ballots, was 6,227.

3. The whole number of vote by mail voter ballots cast in the City was 19,529, making a total of 25,756 ballots cast in the City.

4. The names of persons voted for at the election for Member of the City Council, District 1 are as follows:

Thomas Hummer
Joshua Correa

5. The names of persons voted for at the election for Member of the City Council, District 3 are as follows:

Jeremy B. Yamaguchi
Kenneth Stevenson

6. The names of the persons voted for at the election for Member of the City Council, District 5 are as follows:

Ward L. Smith
Colson Teal

7. The name of the person voted for at the election for City Treasurer is as follows:

Kevin A. Larson

8. The number of votes given in the City to each of the persons above named for the respective offices for which the persons were as listed in “Exhibit A” attached hereto and by this reference made a part hereof.

9. The City Council does declare and determine that:

Thomas Hummer was elected as Member of the City Council, District 1 for the full term of four (4) years;

Jeremy B. Yamaguchi was elected as Member of the City Council, District 3 for the full term of four (4) years;

Ward L. Smith was elected as Member of the City Council, District 5 for the full term of four (4) years;

Kevin A. Larson was elected as City Treasurer for the full term of four (4) years.

10. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the Election, showing: (1) The whole number of ballots cast in the City; (2) The names of the persons voted for; (3) For what office each person was voted for; and (4) The total of number of votes given to each person.

11. The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

12. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, ADOPTED AND APPROVED this 17th day of December 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 17th day of December 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

EXHIBIT "A"

CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT OF THE CANVASS OF THE PRESIDENTIAL GENERAL ELECTION RETURNS

STATE OF CALIFORNIA)
)ss.
COUNTY OF ORANGE)

I, Bob Page, Registrar of Voters of Orange County, do hereby certify the following to be a full, true, and correct Statement of the Vote, consolidated with the Presidential General Election held on November 5, 2024.

CITY OF PLACENTIA

MEMBER OF THE CITY COUNCIL, DISTRICT 1

THOMAS HUMMER	1,469
JOSHUA CORREA	892

VOTE CENTER BALLOTS CAST:	816
VOTE-BY-MAIL BALLOTS CAST:	1,857
TOTAL BALLOTS CAST:	2,673

MEMBER OF THE CITY COUNCIL, DISTRICT 3

JEREMY YAMAGUCHI	3,089
KENNETH STEVENSON	1,536

VOTE CENTER BALLOTS CAST:	1,421
VOTE-BY-MAIL BALLOTS CAST:	3,889
TOTAL BALLOTS CAST:	5,310

MEMBER OF THE CITY COUNCIL, DISTRICT 5

WARD L. SMITH	2,744
COLSON TEAL	1,952

VOTE CENTER BALLOTS CAST:	1,284
VOTE-BY-MAIL BALLOTS CAST:	4,135
TOTAL BALLOTS CAST:	5,419

CITY TREASURER

KEVIN A. LARSON	19,455

VOTE CENTER BALLOTS CAST:	6,227
VOTE-BY-MAIL BALLOTS CAST:	19,529
TOTAL BALLOTS CAST:	25,756

I hereby certify that the number of votes cast for each candidate is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 3rd day of December, 2024.

BOB PAGE
Registrar of Voters
Orange County

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FIRST AMENDMENT TO BENEFICIARY AGREEMENT BETWEEN THE COUNTY OF ORANGE AND THE CITY OF PLACENTIA FOR AMERICAN RESCUE PLAN ACT FUNDING

This First Amendment to the Beneficiary Agreement (the "First Amendment") is made and entered into as of June 29, 2024, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Placentia, a California municipal corporation, hereafter referred to as "Beneficiary," with the County and Subrecipient referred to as "Party," or collectively as "Parties."

WHEREAS, on June 28, 2022, the Orange County Board of Supervisors authorized the allocation of $9,500,000 in State Local Fiscal Recovery Funds (SLFRF) funds to be used for various Fourth District priority projects, including local governments for educational and infrastructure projects; and

WHEREAS, on May 16, 2023, the Parties entered into a Beneficiary Agreement for American Rescue Plan Act Funding ("Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to revise the use of grant amount terms.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Paragraph 1 of the Agreement shall be deleted and replaced in its entirety by the following:

> 1. TERM OF AGREEMENT. The term of this Agreement begins on May 16, 2023, and terminates on June 30, 2026, or when all the Parties' obligations under this Agreement are fully satisfied, whichever occurs earlier.

2. Paragraph 2, subparagraph (b) of the Agreement shall be deleted and replaced in its entirety by the following:

> b. Beneficiary shall use Grant Amount provided under this Agreement for costs associated with the development, construction, and maintenance of the playground at McFadden Park.

3. Paragraph 11 of the Agreement shall be deleted and replaced in its entirety by the following:

> INDEMNITY. The Beneficiary agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees and agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board harmless

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from any claims, demands or liability of any kind or nature, arising from or related to the Beneficiary's receipt or use of the Grant Amount under this Agreement, including any claims that the amounts paid by the County to Beneficiary were not used consistent with the restrictions on the use of SLFRF program funds as set forth in the regulations and guidance issued by the Department of Treasury regarding the use of such funds. The provisions of this paragraph shall survive the termination of this Agreement.

4. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first above written.

DocuSigned by:
Rosanna Ramirez
13F77724C3C3450...

BY: _____ DATED: 12/3/2024

Rosanna Ramirez,
Acting City Administrator
City of Placentia

Signed by:
Jennifer Lampman
6A4F3F0FA5254E8...

BY: _____ DATED: 12/3/2024

Jennifer Lampman,
Director of Finance
City of Placentia

Signed by:
Ranique Beas
D0DA113FD3E540C...

BY: _____ DATED: 12/4/2024

Ranique Beas,
Deputy Purchasing Agent
County of Orange, California

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

DocuSigned by:
00514730F26D481...

BY: _____

James C. Harman, Chief Assistant

DATED: 12/4/2024