Robert S. McKinnell
Ciy Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
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
September 17, 2024

Council Chambers
401 E Chapman Ave.
Placentia, CA 92870

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

MAYOR JEREMY B. YAMAGUCHI
District 3

KEVIN KIRWIN
Mayor Pro Tem
District 2

RHONDA SHADER
Councilmember
District 1

WARD L. SMITH
Councilmember
District 5

CHAD P. WANKE
Councilmember
District 4

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
September 17, 2024
5:30 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL:

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.

CLOSED SESSION PROCEEDINGS:

1. Pursuant to Government Code Section 54956.9(d)(1)
   CONFERENCE WITH LEGAL COUNSEL -- Existing Litigation
   Sean Malone vs. City of Placentia; Case Nos. 15-123392, 15-124591, 20-149530

2. Pursuant to Government Code Section 54957(b)(1):
   PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Administrator

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

REGULAR MEETING AGENDA
September 17, 2024
7:00 p.m. - City Council Chambers
401 E. Chapman Avenue, Placentia, CA

ROLL CALL:

CALL TO ORDER:

INVOCATION:

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

Proclamation of September 17-23, 2024 as Constitution Week
Presenter: Mayor Yamaguchi and City Council
Recipients: Debbie Stein, Regent; Cindy Ferguson, Constitution Chair, Mojave Chapter of Daughters of the American Revolution

CLOSED SESSION REPORT:

ORAL COMMUNICATIONS:

CITY ADMINISTRATOR REPORT:

CITY COUNCIL MEMBER COMMENTS:

1. CONSENT CALENDAR (1.a. to 1.o):

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

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

1.b Minutes City Council/Successor/ICDA/PPFA Special and Regular Meetings of:

- April 16, 2024 Regular Meeting
- May 7, 2024 Special Meeting
- May 7, 2024 Study Session & Regular Meeting

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

1.c City Fiscal Year 2023-24 Registers for September 17, 2024
Check Register
Fiscal Impact: $118,247.08
Electronic Disbursement Register
Fiscal Impact: $ 280,915.32

City Fiscal Year 2024-25 Registers for September 17, 2024
Check Register
Fiscal Impact: $2,302,375.72
Electronic Disbursement Register
Fiscal Impact: $2,093,996.78

Recommended Action: It is recommended that the City Council:
1. Receive and file.

1.d Award of Contract to Brennan Fire and Security, Inc., for Fire and Security Alarm Monitoring, Testing and Repairs

Fiscal Impact:
Expense: $ 38,010 Annual Contract Amount
$190,050 Five-Year Contract Total

Budget: $ 38,010 FY 2024-25 Operating Budget (103654-6127)

Recommended Action: It is recommended that the City Council:

1. Award a five-year Public Works Agreement to Brennan Fire and Security, Inc., for fire and security alarm monitoring, testing and repairs in an amount not-to-exceed $190,050; and
2. Authorize the City Administrator to approve contract change orders for an approximate 20% or $32,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

1.e Consideration of a Resolution Adopting Development Agreement and Affordable Housing Covenants No. DA-2024-01 with Homeless Intervention Services of Orange County for Permanent Local Housing Allocation Funding in the Amount of $39,500 for the Detached Accessory Dwelling Unit located at 913 N. Bradford Avenue (APN 339-283-17)

Fiscal Impact: The City has received an cumulative allocation of $1,100,087 over the last 5 years from Permanent Local Housing Allocation (PLHA) funds from the State of California. Approximately $686,015 is allocated to the North SPA and $414,072 are the remaining funds for the City to use for housing-related projects and programs that assist in addressing the unmet housing needs of Placentia, including persons experiencing or at risk of homelessness. The total funding request by HIS-OC to the City is $39,500. The City has sufficient funds from PLHA to fulfill their funding request in the amount to of $39,500 for the ADU expansion project.

Recommended Action: It is recommended that the City Council:

1. Approve Resolution No. R-2024-62, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Adopt Resolution No. R-2024-63, a Resolution of the City Council of the City of Placentia, California, approving a Development Agreement and Affordable Housing Covenants No. DA-2024-01 with Homeless Intervention Services of Orange County for Permanent Local Housing Allocation funding in the amount of $39,500 for the detached Accessory Dwelling Unit located at 913 N. Bradford Avenue (APN 339-283-17); and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.f Award of Contract to AAA Oils, doing business as California Fuels and Lubricants for Bulk Diesel Fuel Delivery Services

Fiscal Impact:
Expense: $200,000 Five-Year Contract Amount
Budgeted: $376,000 FY 2024-25 Operating Budget (103658-6345)

Recommended Action: It is recommended that the City Council:

1. Award a five-year Public Works Agreement to AAA Oils doing business as California Fuels, for the bulk delivery of diesel fuel in an amount-not-to-exceed $200,000; and

2. Authorize the City Administrator to approve contract change orders up to 10% or $20,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g Approval of Five-Year Lease Agreement with Trillium for CNG Station Service, Maintenance and Management

Fiscal Impact:
Revenue: $ 63,750 First Year Base Lease Payment (FY 24-25 Pro Rated Amount)
$ 80,000 Annual Base Lease Payment (FY 25-26 to FY 28-89)
$383,750 Five-Year Total for Base Lease Payment
5% Additional Revenue Based on Annual Total Sales

Recommended Action: It is recommended that the City Council:
1. Award a five-year lease agreement to Trillium for inspection, service, maintenance, and management of the City CNG Station; and
2. Authorize the City Administrator to approve contract change orders; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h Amendment No. 4 to Professional Services Agreement with RBI Traffic, Inc. for On-Call Traffic Control and Engineering Plan Check Services

Fiscal Impact:
Expense: $ 17,500 FY 2024-25 Contract Amendment
$ 7,500 FY 2025-26 Contract Amendment
$ 25,000 Amendment No. 4 to Professional Services Agreement
Budget: $17,500 FY 2024-25 Operating Budget (103590-6290)
$ 7,500 Future FY 2025-26 Operating Budget (103590-6290)

Recommended Action: It is recommended that the City Council:
1. Approve Amendment No. 4 to the Professional Services Agreement with RBI Traffic, Inc. to increase the contract amount by an additional $25,000 for a total contract not-to-exceed amount of $170,750; and
2. Approve Resolution No. R-2024-61, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.i Award of Contract to Facility Solutions Group (FSG) for the Purchase and Installation of the Tuffree Parks Sports Fields Lighting Project, CIP Project No. 7506

Expense: $240,883.85 Total Project Cost
$218,985.32 Contract Cost
$ 21,898.53 Contract Contingency
Budget: $241,000.00 Total Project Budget
$185,000.00 Measure U (797506-6760)
$ 56,000.00 Park & Rec Impact Fees (637506-6760)

Recommended Action: It is recommended that the City Council:

1. Award a Public Works Agreement to Facility Solutions Group (FSG) for the Tuffree Parks Sports Fields Lighting Project in the amount of $218,985.32, CIP Project No. 7506; and
2. Adopt Resolution No. R-2024-64, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to approve contract change orders up to ten precent (10%) of the contract amount, or $21,898.53 for a not-to-exceed total contract amount of $240,883.85; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.j Approval of Agreement Extension and Equipment Upgrade with Axon Enterprise, Inc.

Fiscal Impact:

Expense:	$1,695,435.93	Total Purchase Price of Equipment
Budget:	$ 393,576.93	Year 1 Payment (103041-6136) FY 2024-25

Recommended Action: It is recommended that the City Council:

1. Approve the agreement with Axon Enterprise, Inc. for the purchase of body worn cameras, in-car video, interview room video, Taser devices, cloud data storage, and all related equipment and services beginning in Fiscal Year 2024-2025 and ending in Fiscal Year 2028-2029 with a five-year total cost of $1,695,435.93; and
2. Authorize the City Administrator or his designee to execute all necessary documents, in a form approved by the City Attorney, to effectuate these actions.

1.k 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:	$550,000.00	Total Cost
	$536,389.63	Contract Amount
	$ 13,610.37	Contract Contingency Amount
Budget:	$550,000.00	FY 2024-25 CIP Budget
	$460,000.00	Measure U (797504-6760)
	$ 40,000.00	Park & Rec Impact Fee (637504-6760)
	$ 50,000.00	City Quimby In-Lieu Fee (697210-6760)

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 $536,389.63; and
5. Authorize the City Administrator to approve contract change orders up to a total of $13,610.37 or a not-to-exceed total contract amount of $550,000; and
6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.l City Council of Placentia Response to Orange County Grand Jury Study of E-Bikes Friend or Foe

Fiscal Impact: None

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

1.m Approval of Final Parcel Map No. 2024-113 Pertaining to the Subdivision of an+/- 4.97 Acre Lot into Four Parcels, with a Remainder Parcel Located at 440 N. Jefferson with 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: It is recommended that the City Council:
1. Approve Final Parcel Map No. 2024-113, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2024-113.

1.n Second Reading and Adoption of Ordinance No. O-2024-05, an Ordinance of the City Council of the City of Placentia, Amending Chapter 23.105, Specific Plan 5, to permit mixed-use development, parking structures, and associated development standards on Parcel No. 9 located on a 2.72-acre site on property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27)

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 are fees for service supporting the additional work for Staff created directly by the project's construction and would not be available for other City operations. An additional $2.6 million is anticipated from one-time Citywide 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: It is recommended, if City Council chooses to adopt Ordinance No. O-2024-05:
Perform Second Reading and Adoption of Ordinance No. O-2024-05, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 23.105, Specific Plan No. 5, of the Placentia Municipal Code.

1.o FY 2024-25 First Quarter Budget Report

Fund	Revenues (Including Transfers-In)	Appropriations (Including Capital & Transfers-Out)
General Fund	-	324,343
Special Revenue	1,447,091	1,486,876
Capital Projects (All Funds)	14,273,238	18,209,526
Enterprise Funds	132,790	429,090
Internal Service Fund	200,000	200,000
Total	**16,053,119**	**20,649,835**

Recommended Action: It is recommended that the City Council:

1. Approve the First Quarter Budget Report and adopt Resolution No. R-2024-66, amending the City's FY 2024-25 Budget.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a Consider the Formation of a Council Ad-Hoc Committee for a Limited Duration to work with Staff in developing draft recommendations for the upcoming City Centennial, including the structure of a future Steering Committee; the Ad-Hoc Committee will exist until Recommendations are made to the full Council or until February 2025

Fiscal Impact:
None

Recommended Action: It is recommended that the City Council:

1. Formally appoint two (2) City Council members to an Ad-Hoc Centennial Committee to work with Staff to develop draft recommendations for events, programming and the structure of a future Centennial Steering Committee; and
2. Present said recommendations to the City Council in January 2025.

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, October 1, at 5:30 p.m.

TENTATIVE AGENDA FORECAST:

- *Study Session: Examine long-term fiscal sustainability Options*
- *Amendment No. 5 with Totum for SiFi Inspections*
- *Purchase of two (2) 2024 Ford F-150 Pickup Trucks for the Public Works Department*
- *Award of Contract for fats, oils, grease (FOG) Program*
- *Tamale Festival Event*
- *Updated Five-Year Strategic Plan Goals and Objectives*
- *Jaycee Parkette Conceptual Design*

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 September 17, 2024, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on September 12, 2024.

_____
Carole M. Wayman, Deputy City Clerk

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Carole Wayman

From: City Attorney's Office

Subject:

1. Pursuant to Government Code Section 54956.9(d)(1)
   CONFERENCE WITH LEGAL COUNSEL -- Existing Litigation
   Sean Malone vs. City of Placentia; Case Nos. 15-123392, 15-124591, 20-149530

2. Pursuant to Government Code Section 54957(b)(1):
   PUBLIC EMPLOYEE PERFORMANCE EVALUATION
   Title: City Administrator

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Carole Wayman

From: City Council

Subject:

Proclamation of September 17-23, 2024 as Constitution Week

Presenter: Mayor Yamaguchi and City Council

Recipients: Debbie Stein, Regent; Cindy Ferguson, Constitution Chair, Mojave Chapter of Daughters of the American Revolution

Agenda Item No: 1.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024
Submitted by: Carole Wayman
From: Administrative Services

Subject:
Consideration to Waive Reading in Full of all Ordinances and Resolutions

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

Agenda Item No: 1.b

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Carole Wayman

From: Administrative Services

Subject:

Minutes City Council/Successor/ICDA/PPFA Special and Regular Meetings of:

- April 16, 2024 Regular Meeting
- May 7, 2024 Special Meeting
- May 7, 2024 Study Session & Regular Meeting

Recommendation:

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

Attachments

04-16-24 CC Study Session and Regular Meeting Minutes.pdf
05-07-2024 CC Special Meeting Minutes.pdf
05-07-24 CC Minutes.pdf

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
STUDY SESSION 4:30 P.M. AND REGULAR MEETING 5:30 P.M.
April 16, 2024
City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Pro Tem Kirwin called the Study Session to order at 4:32 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Kirwin, Yamaguchi (joined the meeting at 5:00 p.m.)
ABSENT: Wanke

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

ORAL COMMUNICATIONS:
Mayor Pro Tem Kirwin opened Oral Communications for the Study Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Study Session.

1. REGULAR AGENDA:

1.a. **Study Session: Five-Year Communications and Marketing Strategic Plan**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Receive and file the Staff report and Presentation; and
2) Review and provide feedback to Staff and the Consultant on the draft Plan; and
3) Adopt official Five (5) Year Communications and Marketing Strategic Plan pending City Council feedback.

City Administrator Arrula introduced Communications and Marketing Manager Nicolette Drulias to give a brief presentation on the Five-Year Communications and Marketing Strategic Plan. Ms. Drulias noted that the City's consultants, President Brian Lochrie and Director of Public Affairs Diana Moreno of Communications Lab would assist with the presentation.

Mayor Pro Tem Kirwin commented on the improved quality of the videos on the City's social media sites.

Councilmember Shader commented on a request to have a master contact list of businesses in the City to allow for the emailing of pertinent information. She also commented on empowering City departments to do their own marketing, the City's style guide, and an editorial calendar. She expressed concerns about the position title of Public Information Officer and expressed support for paid social media advertising. Lastly, she suggested a semi-annual review of progress on the communications plan.

City Administrator Arrula and Communications and Marketing Manager Drulias discussed the opt in process of inviting businesses to receive communications from the City.

Councilmember Smith commented on a former annual Citywide events calendar and the scheduling benefits. He expressed positive comments about the Nixle Alert App.

Communications and Marketing Manager Drulias commented on the different levels of communication alerts within the Nixle App.

Mayor Pro Tem Kirwin commented that the City's outreach is limited and his hope that the communications and marketing plan will help target a broader audience.

Mayor Yamaguchi expressed support for quarterly progress reports on the plan and a City master calendar. He suggested an audit of outgoing communications to analyze what is the best use of the City's resources. He also expressed concerns about multiple communications for the same item and expressed support for unifying the City's communications style.

Communications and Marketing Manager Drulias thanked the Council for their support and suggestions.

RECESS: The City Council and Boards of Directors recessed to their 5:30 p.m. Regular Meeting Closed Session.

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

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

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

City Clerk McKinnell announced the Closed Session matter.

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(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; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy Director of Public Works Chris Tanio; Police Captain James McElhinney; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Deputy Director of Administrative Services Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Fire Engineer Ed Hughes

PRESENTATIONS:

a. **Proclamation for Chamber of Commerce 100th Anniversary**
   Presenters: Mayor Yamaguchi and City Council
   Recipients: Walt Lynch, President; Kenny Binnings, Vice President; and Michele Severson, Executive Director

Mayor Yamaguchi noted that he attended the Chamber's 100th Anniversary event and thanked the Chamber for supporting small businesses in the community. He presented a plaque to members of the Chamber commemorating the 100th anniversary and designating April 9,2024 as Chamber Day in the City. Chamber President Walt Lynch thanked the City for their support.

b. **Proclamation of April 26, 2024 as Arbor Day**
Presenter: Mayor Yamaguchi and City Council
Recipients: City Administrator Arrula and Deputy Public Works Director Chris Tanio

Mayor Yamaguchi presented a Proclamation to Deputy Public Works Director Chris Tanio and Senior Management Analyst Elsa Robinson designating April 26, 2024 as Arbor Day in the City.

c. **Proclamation of April 14-20, 2024 as 911 Public Safety Telecommunications Week**
Presenter: Mayor Yamaguchi and City Council
Recipients: Placentia Public Safety Communications Staff

Mayor Yamaguchi presented a Proclamation to Public Safety dispatcher Sheila Rodriguez and Public Safety Communications team members designating April 14-20, 2024 as Public Safety Telecommunications week in the City. Ms. Rodriguez thanked the Council for their support.

d. **Proclamation for Donate Life Month**
Presenters: Mayor Yamaguchi and City Council
Recipient: Rene Sorrentino, Ambassador for Donate Life

Mayor Yamaguchi presented a Proclamation to Rene Sorrentino designating April 2024 as Donate Life Month in the City. Ms. Sorrentino shared comments about her personal experience with organ donation and thanked the Mayor and Council for their support over many years.

e. **Orange County Register's 125 Most Influential People for 2023**
Presenters: Mayor Yamaguchi and City Council
Recipient: City Administrator Damien Arrula

Councilmember Smith shared comments about Orange County Register's 125 most influential persons list and presented a plaque to City Administrator Arrula designating him as one of Orange County's most influential persons for 2023. Mr. Arrula thanked the Mayor and Council for the privilege of working in Placentia and putting their trust in him.

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 and there is nothing further to report.

CITY ADMINISTRATOR REPORT:
City Administrator Arrula welcomed and introduced one (1) new City of Placentia employee.
Public Works Administrative Assistant Anthony Peralta attended Grand Canyon University, where he earned a bachelor's degree in business administration. He is continuing his studies with Grand Canyon University and plans to complete their graduate program with a master's in public administration. Anthony previously worked for the cities of Monrovia and Alhambra.

ORAL COMMUNICATIONS:
Julie Suchard, Placentia resident expressed concerns about City Administrator Arrula's salary and benefits package, timeliness of her Public Records Request, and car washes for Mr. Arrula's vehicle.

Craig Green, former Councilmember and resident, commented on car wash expenses for Mr. Arrula's vehicle.

Greg Donahue, resident at 2043 Tuffree Boulevard, expressed concerns about the availability of parking for residents on Tuffree Boulevard near the park and asked if the City can provide assistance.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Shader reported her attendance at the following:

- Orange County Cities Board of Directors meeting
- Zoning Workshop

- OCCOG Annual meeting
- UCI Health Kick-off event (formerly Placentia Linda Hospital)
- Coffee with a Cop
- Sacramento trip with Orange County Cities
- Parking Committee meeting
- Orange County Human Relations meeting
- Chamber of Commerce 100th Anniversary event
- Participation in a visit with delegates from Sister City Plasencia, Spain

She promoted vacation home checks and encouraged residents to use the free service and visit the City's website for more information. She also promoted the Police Department Support Team group site on Facebook and commented on the many ways the Police Department is supported during Public Safety Telecommunications week. She also congratulated City Administrator Arrula on receiving the Orange County Register's most Influential People recognition and commented on Mr. Arrula's leadership and work with Orange County cities in the area of homelessness.

Councilmember Smith reported his attendance at the following:

- Ribbon Cutting ceremony for Parque del Arroyo Verde
- Citizens Academy Session
- SCAG Transportation Committee meeting
- Chamber of Commerce 100th Anniversary event and Founders Society 50th Anniversary
- Participation in a visit with delegates from Sister City Plasencia, Spain

He promoted the Love Placentia service day event on April 28, 2024 and encouraged those who are interested to visit the Love Placentia website.

Councilmember Wanke reported his attendance at the following:

- UCI Health Kick-off event(formerly Placentia Linda Hospital)
- Ribbon Cutting ceremony for Parque del Arroyo Verde
- Orange County Sanitation District Operations and Administration Committee Meetings
- Placentia EIFD meeting
- Independent Cities Association Board meeting
- Cal State Fullerton Townhall meeting for Elected Officials
- Yorba Linda Islamic Interfaith Service
- Fullerton State of the City
- Chamber of Commerce 100th Anniversary event and Founders Society 50th Anniversary

He promoted the Santa Fe Merchants Association 12-week Live music series – Old Town Live and encouraged those interested to visit the City's website.

Mayor Pro Tem Kirwin promoted DEA Drug Takeback Day on April 27, 2024 from 9 a.m. to 12 p.m. in the Civic Center Parking Lot.

Mayor Yamaguchi commented on the visit with Sister City Plasencia, Spain and thanked all who participated and assisted with the tour and presentations. He also commented on the visits by third grade students to City Hall and Police and Fire Departments. He promoted two upcoming park ribbon cuttings, Tuffree Park on April 18, 2024 and Koch Park on May 2, 2024.

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

City Attorney Bettenhausen made an oral announcement regarding Item No. 1.g., the City Administrator's Employment Agreement. He stated that according to state law he is required to make an oral statement as to what is being approved in the City Administrator's employment agreement. He noted that under the terms of the employment agreement, the City has conducted and completed the City Administrator's annual evaluation. On tonight's agenda is an amendment that would implement four (4) changes to his agreement. 1) temporarily suspend any increases that are provided under Section six of the agreement for the fiscal years of 2025-26 and 2026-27. These are automatic COLA increases and other similar changes for the unrepresented management group that would otherwise automatically occur; 2) expand the permissible use of an already existing $1,000 reimbursement that is already in his agreement to allow him to use it for any expense. It's reasonably associated with the maintenance of the City Administrator's personal health; 3) alternative health and wellness leave will increase from 96 to 120 hours that may be converted and credited to his paid time off leave balance; and 4) a one-time

grant of 232 hours of paid time off PTO hours that are valued at a net of $20,000, this is for meeting performance goals that were set by the City Council.

Mayor Yamaguchi pulled Item Nos. 1.e., 1.h. and 1.j. Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve the balance of Consent Calendar items Nos. 1.a. through 1.l, as recommended.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
(Approved 5-0, as recommended)

1.b. **Minutes**
City Council/Successor/ICDA/PPFA Regular Meetings of: July 11, 2023 and July 25, 2023, Special Meeting of July 25, 2023 and Regular Adjourned Meeting of July 26, 2023
Recommended Action: Approve
(Approved 5-0, as recommended)

1.c. **City Fiscal Year 2023-24 Registers for April 2, 2024**
Check Register
Fiscal Impact: $4,119,121.19
Electronic Disbursement Register
Fiscal Impact: $1,047,319.02
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed, as recommended)

City Fiscal Year 2023-24 Registers for April 16, 2024
Check Register
Fiscal Impact: $1,020,271.95
Electronic Disbursement Register
Fiscal Impact: $1,067,701.45
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and filed, as recommended)

1.d. **2023 Citywide Engineering and Traffic Speed Survey**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Approve and file the 2023 Engineering and Traffic Survey.
(Approved 5-0, as recommended)

1.e. **Professional Services Agreements for On-Call Construction Management and Inspection Services**
Fiscal Impact:
Expense: $3,000,000 Total Cumulative Contract Not-to-Exceed Amount for a total of Six (6) On-Call Contracts
Revenue: Various CIP Project Budgets
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman company, for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
2) Approve a Professional Services Agreement with Berg & Associates, Inc. for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

3) Approve a Professional Services Agreement with Ardurra Group, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
4) Approve a Professional Services Agreement with Totum corp. for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
5) Approve a Professional Services Agreement with Z&K Consultants, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
6) Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
7) Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the individual contract not-to-exceed amounts, or $50,000; and
8) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

(Continued to May 7, 2024 City Council meeting)

Mayor Yamaguchi pulled Item 1.e. for further discussion. He expressed concerns about awarding a $3 million blanket approval for six (6) contractors, the lack of oversight and transparency, and outstanding issues with one of the contractors on the on-call bench list.

City Administrator Arrula explained that any contract that exceeds his signing authority of $40,000 would come back to the Council. He explained the bench list practice and how the process assists in moving projects forward in a timely manner. He further explained how Staff uses a scoring rubric and point system in selecting qualified contractors for a bench list.

Deputy Director of Public Works/City Engineer Tanio explained the process of awarding a projet contract with added construction management and/or inspection services.

In response to a question from Mayor Pro Tem Kirwin, City Administrator Arrula confirmed that individual contracts that include a contractor from the bench list are brought to the Council for approval.

Councilmember Wanke expressed concerns about the bench list process and contractors on the list that have not performed satisfactorily and urged for better oversight by Staff. He noted that he is opposed to approving the bench list and suggested that Staff bring the item back for Council consideration after addressing the concerns noted Council.

Councilmember Kirwin asked if there was a list of City projects with the construction management companies that were assigned to those projects.

Deputy Director of Public Works Tanio explained the RFP process and how Staff reviews prior projects that these companies have overseen both in the City and in other jurisdictions. He also commented on various bench lists that the Council previously approved for other services.

Mayor Yamaguchi expressed concerns about the $500,000 compensation language in each of the six (6) contracts.

City Administrator Arrula stated that Staff can address Council's concerns and bring the item back to the next Council meeting.

Councilmember Shader noted that being on the bench list does not guarantee that a contractor will be selected for work in the City.

Mayor Yamaguchi reiterated his concerns about approving all six (6) contracts for a total of $3 million and transparency in the process.

A discussion ensued about the mismanagement of construction projects, other contractor bench lists, review panel process, and the value in not having to do multiple RFPs.

Motion by Kirwin, seconded by Wanke to table the item. Councilmember Kirwin amended his motion to continue the item.

Councilmember Shader commented on the RFP Process for the Navigation Center.

Motion by Kirwin, seconded by Wanke and carried a (5-0) vote to continue the item to the May 7, 2024 Council meeting.

1.f. **Acceptance of Construction Work and Notice of Completion for Construction of the TOD Crowther Sewer Line Replacement Project**

Fiscal Impact:

Expense:	$ 4,696,973.63	Original Construction Contract
	$ 335,782.13	Contract Change Orders 1-9
	$ (187,016.14)	Contract Change Order 10
	$ 4,845,739.62	Total Contract Amount
Budget:	$ 5,445,645.90	Total Project Budget
	$ 3,829,676.56	(103101-6750) ARPA Funds
	$ 1,615,969.00	(713101-6750) TOD Sewer Development Impact Fees

Recommended Action: It is recommended that the City Council:

1) Accept the work performed by Kana Pipeline Inc., for a grand total amount of $4,845,739.62; and
2) Authorize the City Administrator to approve Contract Change Order No. 10 with Kana Pipeline, Inc. in the credit amount of $187,016.14; and
3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

(Approved 5-0, as recommended)

1.g. **Amendment No. 1 to Restatement of City Administrator Employment Agreement**

Fiscal Impact: $34,329.00

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 1 to the Restatement of the City Administrator's Employment Agreement dated March 21, 2023, to be executed by the Mayor, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Change Order No. 1 with McMurray Stern for the Evidence Storage Equipment for the Public Safety Center Butler Building**

Fiscal Impact:

Expense:	$ 14,514.87	Change Order No. 1
Budget:	$ 5,007,150.00	Available Project Funding (105213-6850 JL# 229999-6850)

Recommended Action: It is recommended that the City Council:

1) Approve Change Order No.1 with McMurray Stern for installation of the Space Saver High Density Mobile System for $14,514.87; and

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

(Approved 5-0, as recommended)

Mayor Yamaguchi pulled Item 1.h. for further discussion and requested a Staff report on the item.

City Administrator Arrula introduced Deputy Public Works Director/City Engineer Tanio to give a brief presentation on the change order for the Public Safety Building.

Deputy Public Works Director Tanio explained that additional janitorial services were needed to shorten of the local storage spaces to provide enough clearance for an electrical panel. This was necessary in order to bring it in compliance with building code requirements.

In response to a question by Mayor Yamaguchi, Director Tanio explained that the electrical panels were moved and the same warranties and guarantees from the manufacturer are still in place.

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

1.i. **Approve Amendment No. 5 to Professional Services Agreement with PBK to complete the Architectural and Engineering Design Services for the Placentia Public Safety Center Project**

Fiscal Impact:

Expense:	$ 89,285	Amendment No. 5 to Professional Services Agreement
Available Budget:	$ 1,990,457	Fiscal Year 2023-24 CIP Budget (105213-6850 JL# 229999-6850 & 105213-6850 JL# 105213-6850)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 5 to Professional Services Agreement with PBK for an additional $89,285 to complete the architectural and engineering services for a cumulative contract not-to-exceed amount of $692,300; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the cumulative contract amount, or $69,230; and
3) Authorize the City Administrator and/or his designee to approve the agreement in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.j. **Facility Condition Assessment and 10-Year Strategic Asset Management Plan**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the report.

(Approved 5-0, as recommended)

Mayor Yamaguchi pulled Item 1.j. for further discussion. He thanked Staff for bringing the item back to the Council noting that this will assist Council in developing a plan and budget for projects.

City Administrator Arrula explained the next steps in the process, including working with Finance on the City's existing CIP and the budget.

Mayor Yamaguchi noted that the recommendation in the plan is to spend $10.265 million in the first year to remedy current issues.

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

1.k. **Reject Bid for Fire Station No. 2 Bay Door Replacement City Project No. 24502**

Fiscal Impact:

Budgeted: $50,000 FY 2023-24 CIP Budget (799800-6760-24703)

Recommended Action: It is recommended that the City Council:

1) Reject the bid received and authorize the return of the bid bond; and

2) Adopt Resolution No. 2024-23, A Resolution of the City Council of the City of Placentia, California, finding that work could be completed more economically and authorizing direct negotiation of the contract on the open market for Fire Station No. 2 Bay Door Replacement City Project No. 24502; and
3) Authorize the City Administrator to approve a contract in an amount not-to-exceed $40,000; and
4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.l. **Recap of 2023 Heritage Festival and Approval of 2024 Event**

Fiscal Impact:

2023 Expense:	$121,889.08	Total Event Cost
2023 Staff Cost:	$ 34,441.47	Includes All City Staff
2023 Supplies Cost:	$ 87,447.61	General Fund
2023 Revenue:	$ 41,735.00	
2024 Expense:	$122,900	Estimated Supply/Equipment Expenditures for FY 2024-25

Recommended Action: It is recommended that the City Council:

1) Review the proposed recommendations presented by Staff and the Heritage Festival Committee and provide feedback; and
2) Approve the recommendations from Staff and the Heritage Festival Committee for the 2024 Heritage Festival and Parade event; and
3) Approve the request for the City to fund $122,900 in supply and staffing costs for the 2024 Heritage Festival to be allocated in the Fiscal Year 2024-25 budget; and
4) Approve vendor and event participation fees to increase based on the City's annual fee schedule update to maintain consistency with the City's overall fee structure for programs and events; and
5) Approve the recommendation from Staff and the Heritage Festival Committee to tentatively approve the 2025 event date for October 11, 2025 in order to better solicit large corporate sponsors.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS:

2.a. **Adoption of Proposed Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule**

Fiscal Impact: The proposed fee changes as of July 1, 2024, are intended to recover the cost of providing existing services associated with those fee-related regulatory functions and other programs.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2) Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
3) Close the public hearing; and
4) Adopt Resolution No. R-2024-20, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2024, for Fiscal Year 2024-25.

Mayor Yamaguchi opened the Public Hearing at 8:10 p.m.

City Administrator Arrula introduced Finance Director Lampman to give a brief presentation on the Adoption of Proposed Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule.

Councilmember Shader inquired about the best practice for raising fees and when the last study was conducted.

Finance Director Lampman that the recommendation to review our fees annually came from a Clear Source Financial Study that was prepared for the City in 2022. Another study is proposed for FY 2025-26.

Mayor Pro Tem Kirwin commented that the fee increase is necessary because the cost to provide services has risen more than the CPI.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.a. and there were no members of the public wishing to speak.

Mayor Yamaguchi closed the Public Hearing at 8:20 p.m.

Motion by Smith, seconded by Kirwin, and carried a (4-1, Shader no) vote to approve Item 2.a., as recommended.

2.b. **Annual Update Regarding Citywide Development Impact Fees, Transit Oriented Development Packinghouse District Development Impact Fees, and Residential Affordable Housing Impact Fees for Cost Recovery**

Fiscal Impact: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This update adjusts impact fees only commensurate with the Construction Cost Index (CCI).

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning the Citywide Development Impact Fee Schedule, the Transit-Oriented Development (TOD) Packing House Development Impact Fee Schedule, and the Residential Affordable Housing Impact Fee Schedule; and
2) Receive the Staff report, consider all public testimony, ask questions of Staff; and
3) Close the public hearing; and
4) Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5) Adopt Resolution No. R-2024-18, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to parks and recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, Quimby in-lieu fees, and to public safety (Fire, Police, Animal Shelter) fees citywide; and
6) Adopt Resolution No. R-2024-21, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to traffic and transportation infrastructure, streetscape infrastructure and sewer facilities in the Transit Oriented Development area; and
7) Adopt Resolution No. R-2024-22, a Resolution of the City Council of the City of Placentia, California, approving updated Citywide Residential Affordable Housing Impact Fees pursuant to Construction Cost Index for residential developments citywide; and
8) Direct Staff to prepare a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees for fiscal year 2025-26 or earlier, with a cost increase metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment.

Mayor Yamaguchi opened the Public Hearing at 8:21 p.m.

City Administrator Arrula introduced Development Services Director Lambert to give a brief presentation on the Annual Update Regarding Citywide Development Impact Fees, Transit Oriented Development Packinghouse District Development Impact Fees, and Residential Affordable Housing Impact Fees for

Cost Recovery. Director Lambert highlighted recommendation No. 8 which is a recommendation for Staff to prepare a Nexus study for the future update of all impact fees.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.b. and there were no members of the public wishing to speak.

Mayor Yamaguchi closed the Public Hearing at 8:25 p.m.

Motion by Yamaguchi, seconded by Kirwin, and carried a (5-0) vote to approve Item 2.b., as recommended.

2.c. **Zoning Code Amendment (ZCA) No. 2024-01 to amend the Placentia Municipal Code (PMC) Chapter 23.111 Regarding Amortization of Uses and Preservation of Property Rights Related to Legal Non-Conforming Uses; and, to Amend the Placentia Municipal Code to Omit Chapter 23.37 Titled "SF-C Santa Fe-Commercial District" and to make Conforming Amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, and Chapter 22.24 Omitting References to the "SF-C Santa Fe-Commercial District"**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Open the public hearing concerning Zoning Code Amendment (ZCA) No. 2024-01; and
2) Receive the Staff report, consider all Public Testimony, ask any questions of Staff, and
3) Close the public hearing; and
4) Find that approval of Zoning Code Amendment (ZCA) No. 2024-01 is exempt from environmental review and direct Staff to file a Notice of Exemption, pursuant to CEQA Section 15061(b)(3); and
5) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2024-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "Sf-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

Mayor Yamaguchi opened the Public Hearing at 8:27 p.m.

City Administrator Arrula stated that per Council's direction, Staff and the City Attorney's office have prepared language to amend the Placentia Municipal Code with respect to amortization and protection of rights related to properties that would be grandfathered in the TOD area. He introduced Development Services Director Lambert to give a brief presentation on Zoning Code Amendment No. 2024-01.

Councilmember Shader thanked the business owners in the TOD area for bringing this concern to the Council's attention and thanked Staff for preparing the amendment.

Bradley Pierce, Attorney for Cameron Street property owners, expressed appreciation to the Council, Staff and City Attorney's office for preparing and presenting the Zoning Code amendment.

Mayor Yamaguchi asked Mr. Pierce if his clients were satisfied with the language in the amendment.

Attorney Pierce expressed that his clients approve of the language in the proposed amendment.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.c. and there were no members of the public wishing to speak.

Mayor Yamaguchi closed the Public Hearing at 8:31 p.m.

Mayor Pro Tem Kirwin expressed appreciation for the collaborative efforts by all.

Councilmember Wanke expressed that the action being taken tonight is a good example of the public, Council, Staff and attorneys all working together to ensure that the public is not adversely impacted and their rights protected.

Motion by Wanke, seconded by Smith, and carried a (5-0) vote to approve Item 2.c., as recommended.

3. REGULAR AGENDA:

3.a. **2024 City Treasurer Investment Report Update**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the 2024 Treasury Update.

(Received and filed, as recommended)

City Treasurer Kevin Larson gave a brief presentation on the 2024 City Treasurer Investment Report Update. He noted that the City's cash balances have been very favorable and growing and the City's investments are secure and growing.

Councilmember Shader noted that the City's investment policy is restrictive because it is the public's money. She expressed appreciation to Treasurer Larson for his work and service to the City.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Yamaguchi requested that a review of City Credit card and P-card purchases be placed on a future agenda, and a review of the City's travel policy.

Councilmember Smith thanked former Councilmember Green for the monthly Mosquito and Vector Control reports.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:55 p.m. to a regular City Council meeting on Tuesday, May 7, 2024 at 5:30 p.m.

_____

Jeremy Yamaguchi, Mayor/Agency Chair

ATTEST:

_____

Robert S. McKinnell, City Clerk/
Agency Secretary

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
SPECIAL MEETING
May 7, 2024
4:00 p.m. – Administrative Conference Room 1
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Yamaguchi called the meeting to order at 4:00 p.m.

ROLL CALL:
PRESENT: Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

STAFF PRESENT: City Clerk Robert McKinnell, Deputy City Clerk Carole Wayman

ORAL COMMUNICATIONS: None

REGULAR AGENDA:

a. **Interviews of applicants for various City Committees and one (1) Commission**

The City Council interviewed the following applicants for one (1) City Commission and three (3) Committees:

Park, Arts and Recreation Commission
- Daisy Bennett (via Zoom)
- Lisa Pallares
- Matthew Rupard

Heritage Committee (Alternate)
- Lisa Pallares

Historical Committee
- Bonnie Carren

Veterans Committee
- Jeffrey Brockmeier
- James Anthony Burandt-Nair

ADJOURNMENT:
The City Council adjourned at 4:55 p.m. to a Regular Meeting on Tuesday, May 7, 2024 at 5:00 p.m.

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR MEETING
May 7, 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 5:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS:
Mayor Yamaguchi opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session. Mr. McKinnell announced the Closed Session cases and matters.

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

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

2. Pursuant to Government Code Section 54956.9(d)(2)
   CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
   (2 cases)

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

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

ROLL CALL:
PRESENT: Councilmember/Board Member Shader, Smith, Wanke, Kirwin, Yamaguchi
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy Director of Public Works Chris Tanio; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Deputy Director of Administrative Services, Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Police Chief Brad Butts

PRESENTATION:

a. **Proclamation of May 20, 2024 as Red Sneakers Day for Food Allergy Awareness**
Presenters: Mayor Yamaguchi and City Council
Recipient: Emma Melin, Red Sneaker Ambassador

Mayor Yamaguchi presented a Proclamation to Emma Melin designating May 20, 2024 as Red Sneakers Day for Food Allergy Awareness. Emma Melin thanked the Council for recognizing Red Sneakers Day and helping people with food allergies.

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

CITY ADMINISTRATOR REPORT:
City Administrator Arrula welcomed and introduced one (1) new City of Placentia employee.
Parking Control Officer Mazie Chapman was born in Anaheim and has lived in Placentia since elementary school. She graduated from El Dorado High School and then began taking classes at both Cypress College and Fullerton College. Mazie was originally hired by the Placentia Police Department in February of 2023 as a part-time Police Cadet. She worked as a Records Cadet until she was hired as a full-time Parking Control Officer.

ORAL COMMUNICATIONS:
Pat Alvarez announced that the month of May has been designated as National Poppy month in honor of every service member who died in the line of duty.

Placentia resident Julie Suchard expressed appreciation for the Placentia library's program which allows items like fishing rods, telescopes and more to be checked out. She also expressed concerns about City Administrator Arrula's compensation, benefits package and services for his personal vehicle.

Eric Holmgren, President of Placentia Founders Society, shared that the organization has worked to maintain and preserve the historic Bradford House for over 50 years. He commented on the many events, programs and activities at the historic Bradford house and increased costs for maintaining the house including rising insurance costs. He invited all to attend the Founders annual June meeting and promoted the upcoming Murder Mystery Night at the Bradford house.

Craig Green expressed appreciation to City Administrator Arrula for his service to the community and commented on the negative public comments about his salary and benefits.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Shader reported her attendance at the following:

- Proposal Review Committee for future Navigation Center provider
- Participation in Love Placentia, served as project manager for a project
- Daughters of the American Revolution Tree Planting at Bradford Park
- Association of Orange County Cities Legislative Committee meeting
- La Habra Prayer Breakfast
- Fullerton Prayer Breakfast

Councilmember Smith reported his attendance at the following:

- Proposal Review Committee for future Navigation Center provider
- Daughters of the American Revolution Tree Planting at Bradford Park
- SCAG Annual General Session Conference
- Veterans Advisory Committee meeting
- Program with Rotary Club and USC Dental Program to provide dental services to low-income residents—88 individuals received services at the dental clinic event.

Councilmember Wanke reported his attendance at the following:

- Orange County Sanitation District Board meeting
- Koch Park Phase two ribbon cutting

He shared that Orange County Sanitation District in conjunction with the Orange County Water District received Project of the Year award from the American Society of Civil Engineers Orange County branch

for the groundwater replenishment final expansion. He promoted the upcoming 12-week live music series in Old Town through June 20, 2024.

Mayor Pro Tem Kirwin reported his attendance at the following:
- Koch Park Phase two ribbon cutting
- Love Placentia Serve day

He commented on the live concerts in Old Town Placentia and encouraged all to attend. He expressed appreciation to all the volunteers involved in the Love Placentia Serve day.

Mayor Yamaguchi reported his attendance at the following:
- Love Placentia Serve Day, provided audio and technical services
- Chamber of Commerce anniversary event
- Several local third grade visits to City Hall

1. CONSENT CALENDAR (Items 1.a. through 1.h.):
Mayor Yamaguchi pulled Item No. 1.c and Councilmember Shader pulled 1.h. for further discussion. Motion by Yamaguchi, seconded by Smith, and carried a (5-0) vote to approve the balance of Consent Calendar items, as recommended.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
(Approved 5-0, as recommended)

1.b. **Minutes**
City Council/Successor/ICDA/PPFA Regular Meetings of: September 5, 2023 and September 19, 2023
Recommended Action: Approve
(Approved 5-0, as recommended)

1.c. **City Fiscal Year 2023-24 Registers for May 7, 2024**
Check Register
Fiscal Impact: $1,822,209.72
Electronic Disbursement Register
Fiscal Impact: $1,909,166.85
Recommended Action: It is recommended that the City Council:
1) Receive and file
(Received and Filed, as recommended)

Mayor Yamaguchi pulled Item 1.c. to ask about a payment of $9,200 for parking citations dated March 2020.

Finance Director Lampman clarified that the payment was for parking citation services and not for tickets.

Motion by Yamaguchi, seconded by Smith, and carried a (5-0) vote to approve Item No. 1.c., as recommended.

1.d. **Second Reading and Adoption of Ordinance No. 2024-04 an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:

1) Adopt Ordinance No. O-2024-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of Zoning Code Amendment No. 2024-01 is exempt from the California Environmental Quality Act (CEQA) pursuant To CEQA Section 15061(b)(3) and approving Zoning Code Amendment No. 2024-01 amending the Placentia Municipal Code, Chapter 23.111 regarding amortization of uses and preservation of property rights related to legal non-conforming uses; and, to amend the Placentia Municipal Code to omit Chapter 23.37 titled "SF-C Santa Fe-Commercial District" and to make conforming amendments to the Placentia Municipal Code Chapter 23.08, Chapter 23.82, Chapter 23.90, And Chapter 22.24 omitting references to the "SF-C Santa Fe-Commercial District".

(Approved 5-0, as recommended)

1.e. **Agreement for Fuel Sales Between the Placentia-Yorba Linda Unified School District and the City of Placentia**

Fiscal Impact:

Available Budget: $111,636 Fiscal Year 2023-24 (103658-6345)

Recommended Action: It is recommended that the City Council:

1) Approve the agreement between the Placentia-Yorba Linda Unified School District and the City of Placentia for fuel sales; and
2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
3) Authorize the City Administrator to approve future contract term extensions as may be needed.

(Approved 5-0, as recommended)

1.f. **FY 2023-24 Third Quarter Budget Report**

Fiscal Impact:

Fund	**Revenues** (Including Transfers-In)	**Appropriations** (Including Capital & Transfers-Out)
General Fund	($700,595)	$-
Special Revenue	-	-
Total	**($700,595)**	**$-**

Recommended Action: It is recommended that the City Council:

1) Approve the Third Quarter Budget Report and Adopt Resolution No. R-2024-24 amending the City's FY 2023-24 Budget.

(Approved 5-0, as recommended)

1.g. **Consideration of a Resolution Authorizing Application to, and Participation in the Prohousing Designation Program with the State Department of Housing and Community Development (HCD)**

Fiscal Impact: No Immediate Impact, Prohousing Designation qualifies City to apply for state funding in the amount to be determined once the state releases information in August 2024.

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2024-25, a Resolution of the City Council of the City of Placentia, California, authorizing application to and participation in the Prohousing Designation Program.

(Approved 5-0, as recommended)

1.h. **Professional Services Agreement for the Americans with Disability Act (ADA) Self-Evaluation and Transition Plan**

Fiscal Impact:

Expense:	$174,790	Professional Services Agreement
Budgeted:	$150,000	FY 2023-24 CIP Budget (109800-6770 JL 24901-6770)
	$24,790	Budget Transfer (109800-6770 JL 24901-6770)

Recommended Action: It is recommended that the City Council:

1) Award a Professional Services Agreement for Americans with Disabilities Act (ADA) Self Evaluation and Transition Plan to Disability Access Consultants, LLC. for a not-to-exceed amount of $158,900; and
2) Authorize the City Administrator to approve contract change orders up to 10% or $15,890; and
3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

Councilmember Shader pulled Item 1.h. to discuss the City's process for evaluating vendors. She commented on the importance of quality vendors, noting that sometimes a vendor is evaluated on other factors other than price. She noted that she was pleased to learn that the selected vendor submitted a bid that was very close to what was budgeted with a contingency amount.

Motion by Shader, seconded by Kirwin, and carried a (5-0) vote to approve Item No. 1.h., as recommended.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Appointments to Fill Vacancies on One (1) City Commission and Three (3) City Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Make the necessary appointments to fill the vacancies listed below:
   a. One (1) vacancy on the Park, Arts and Recreation Commission
   b. One (1) alternate vacancy on the Heritage Committee
   c. Two (2) vacancies on the Historical Committee
   d. Two (2) vacancies on the Veterans Committee
2) Direct Staff to update the City's Master Commission and Committee vacancy list; and
3) Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

(Approved unanimously to appoint Matthew Rupard, PARC; Lisa Pallares, Heritage Committee Alternate; Bonnie Carren, Historical Committee; Jeffrey Brockmeier and James Burandt-Nair, Veterans Committee)

The following appointments were discussed and recommended for approval:

- **Park, Arts and Recreation Commission (PARC)**
  Matthew Rupard

- **Heritage Committee**
  Lisa Pallares, Alternate

- **Historical Committee**
  Bonnie Carren

- **Veterans Committee**
  Jeffrey Brockmeier
  James Burandt-Nair

3.b. **Professional Services Agreements for On-Call Construction Management and Inspection Services *(Continued from April 16, 2024 Council Meeting)***

Fiscal Impact:

Expense:	$3,000,000	Total Cumulative Contract Not-to-Exceed Amount for a total of Six (6) On-Call Contracts
Revenue:	Various CIP Project Budgets	

Recommended Action: It is recommended that the City Council:

1) Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman company, for professional consulting services to provide construction management

and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

2) Approve a Professional Services Agreement with Berg & Associates, Inc. for professional consulting services to provide construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
3) Approve a Professional Services Agreement with Ardurra Group, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
4) Approve a Professional Services Agreement with Totum corp. for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
5) Approve a Professional Services Agreement with Z&K Consultants, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
6) Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional construction management and inspection services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
7) Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the individual contract not-to-exceed amounts, or $50,000; and
8) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

(Approved 3-2, Shader and Smith no, as amended, deleting recommendation No. 4 and amending the total dollar amount for all contracts to $2.5 million)

City Administrator Arrula introduced Deputy Director of Public Works/City Engineer Chris Tanio to give a brief presentation on the Professional Services Agreements for On-Call Construction Management and Inspection Services.

Mayor Yamaguchi thanked Staff for providing additional information related to the awarding of contracts for an on-call list. He noted that slide No. 6 in the PowerPoint presentation comparing the timeline utilizing a standard RFP and on-call list was particularly helpful and answered his questions.

Finance Director Lampman highlighted other projects within the City that utilized on-call construction inspection and management services and the process for approving projects. She noted that the selection of a company for construction management and inspection services for a project is listed in the Fiscal Impact section of the Staff report.

Mayor Pro Tem Kirwin thanked Staff for providing slide No. 4 in the PowerPoint presentation that highlighting the firms and the projects they have worked on in the City. He noted that the City is not obligated to use any or all of these firms for the dollar amounts listed, it only provides a list from which Staff can select from.

Director Tanio commented on the benefit of having a diversity of firms from which to choose from.

Councilmember Shader noted that Council is not familiar with the process because for many years the Council did not have money to fund projects. She noted that more cities are utilizing on-call contracts for their infrastructure projects. She thanked Staff from providing a thorough presentation on the process.

Motion by Mayor Yamaguchi, seconded by Councilmember Wanke, to approve Item No. 3.b., deleting recommendation No. 4 (Totum Corp.) and amending the total dollar amount for all contracts to $2.5 million.
Councilmember Smith expressed concerns about an existing contract with one of the contractors on the list and what would occur with the remaining term of the project if they were not approved.

Mayor Yamaguchi noted that any existing contracts would not be affected by the action taken at tonight's meeting.

Mayor Pro Tem Kirwin stated that he would like to have as many contractors on the list, emphasizing that approving the list does not require the City to use any or all contractors on the list.

Councilmember Shader made a **substitute motion**, seconded by Councilmember Smith to approve Item No. 3.b. as recommended by Staff. The motion **failed** by a vote of **2-3-0**, Wanke, Kirwin and Yamaguchi voting no.

Motion by Yamaguchi, seconded by Wanke, and carried a (3-2, Shader and Smith no) vote to approve Item No. 3.b. deleting recommendation No. 4 (Totum Corp) and amending the total dollar amount for all contracts to $2.5 million.

CITY COUNCIL/BOARD MEMBERS REQUESTS: None

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:57 p.m. to a regular City Council meeting on Tuesday, May 21, 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: September 17, 2024

Submitted by: Gabriela Calin

From: Finance

Subject:

City Fiscal Year 2023-24 Registers for September 17, 2024

Check Register

Fiscal Impact: $118,247.08

Electronic Disbursement Register

Fiscal Impact: $ 280,915.32

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

Check Register

Fiscal Impact: $2,302,375.72

Electronic Disbursement Register

Fiscal Impact: $2,093,996.78

Recommendation:

Recommended Action: It is recommended that the City Council:

1. Receive and file.

Attachments

Check register 09.17.2024 FY23-24.pdf

ACH Check Register 09.17.2024 FY 2023-24.pdf

Check Register For 09.17.2024.pdf

ACH Check Register For 09.17.2024.pdf

FY 2023-24

City of Placentia
Check Register
For 09/17/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	118,247.08				

Check Totals by ID	
AP	118,247.08
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	118,247.08

Fund Name	Check Totals by Fund
101-General Fund (0010)	118,247.08

Check Total: 118,247.08

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

User: Gabriela Calin
Report: AP1400M <3.01>: AP: Warrant List - Machine

City of Placentia
Check Register
For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CANON FINANCIAL SERVICES V008979	OFFICE EQUIPMENT	109595-6175 Office Equipment Rental	AP082824	1,832.66	30543613	P13563	00132229	08/29/2024
				Check Total:	**1,832.66**				
MW OH	COMMERCIAL AQUATIC V005203	JUN GOMEZ POOL MAINTENANCE	104076-6130 Repair & Maint/Facilities	AP082824	1,775.00	971463	P13146	00132230	08/29/2024
				Check Total:	**1,775.00**				
MW OH	CSG CONSULTANTS INC V011609	MAY BUILDING INSP SVS	102532-6290 Dept. Contract Services	AP082824	22,968.00	57029	P13169	00132231	08/29/2024
MW OH	CSG CONSULTANTS INC V011609	JUN BUILDING INSP SVS	102532-6290 Dept. Contract Services	AP082824	15,840.00	57175	P13169	00132231	08/29/2024
				Check Total:	**38,808.00**				
MW OH	MCMURRAY STERN V006352	ANCILLARY EVIDENCE STORAGE	105213-6850 / 105213-6850 Building & Facilities	AP082824	45,366.30	35520-F	P13037	00132232	08/29/2024
				Check Total:	**45,366.30**				
MW OH	NAHILL, PATRICIA V011087	ENVIRONMENTAL CONSULTING	102531-6099 / 45069-6099 Professional Services	AP082824	7,700.00	462	P13593	00132233	08/29/2024
				Check Total:	**7,700.00**				
MW OH	ROTH STAFFING COMPANIES V012845	WE6/30 TEMP LABOR FOR HR DEP	101512-5010 Salaries/Temporary Employees	AP082824	3,702.79	16172737	P13430	00132234	08/29/2024
MW OH	ROTH STAFFING COMPANIES V012845	WE6/30 TEMP LABOR FOR HR DEP	101512-5010 Salaries/Temporary Employees	AP082824	3,994.84	16175251	P13430	00132234	08/29/2024
MW OH	ROTH STAFFING COMPANIES V012845	WE6/30 TEMP LABOR FOR HR DEP	101512-5010 Salaries/Temporary Employees	AP082824	375.49	16177190	P13430	00132234	08/29/2024
				Check Total:	**8,073.12**				
MW OH	SECURITY DESIGN CONCEPTS V008347	JAN-JUN PLAN REVIEW SVS	102531-6099 Professional Services	AP082824	229.50	24018		00132235	08/29/2024
				Check Total:	**229.50**				
MW OH	TEAM ONE MANAGEMENT	MAY PARK RESTROOMS JANITORIAL	104076-6290	AP082824	7,231.25	97	P13060	00132236	08/29/2024

City of Placentia
Check Register
For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010070		Dept. Contract Services						
MW OH	TEAM ONE MANAGEMENT V010070	JUN PARK RESTROOMS JANITORIAL	104076-6290 Dept. Contract Services	AP082824	7,231.25	98	P13060	00132236	08/29/2024
				Check Total:	**14,462.50**				
				Type Total:	**118,247.08**				
				Check Total:	**118,247.08**				

City of Placentia
ACH Check Register
For 09/17/2024

FY 2023-24

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	280,915.32				

Check Totals by ID	
AP	280,915.32
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	280,915.32

Fund Name	Check Totals by Fund
101-General Fund (0010)	273,323.24
208-Sccssr Agncy Ret Oblg (0054)	463.49
231-Placentia Reg Nav Cent(0078)	1,389.92
265-Landscape Maintenance (0029)	341.53
275-Sewer Maintenance (0048)	1,660.39
401-City Capital Projects (0033)	1,035.04
501-Refuse Administration (0037)	1,027.11
605-Risk Management (0040)	1,674.60
Check Total:	280,915.32

Electronic Disbursement Total: 280,915.32

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

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

City of Placentia
Check Register
For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0054-2140 Employee PERS W/H	ACH090124	427.19	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0048-2140 Employee PERS W/H	ACH090124	1,552.34	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0040-2140 Employee PERS W/H	ACH090124	836.37	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0010-2140 Employee PERS W/H	ACH090124	134,310.94	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0078-2140 Employee PERS W/H	ACH090124	1,181.01	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0037-2140 Employee PERS W/H	ACH090124	921.22	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0033-2140 Employee PERS W/H	ACH090124	961.83	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0029-2140 Employee PERS W/H	ACH090124	260.47	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0054-2145 Employee PERS Payback W/H	ACH090124	10.35	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0048-2145 Employee PERS Payback W/H	ACH090124	4.40	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0010-2145 Employee PERS Payback W/H	ACH090124	223.30	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0037-2145 Employee PERS Payback W/H	ACH090124	18.11	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0054-2150 Survivor Benefit Package	ACH090124	0.40	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0078-2150 Survivor Benefit Package	ACH090124	0.92	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC	PERS PE6/8 PD 6/14	0040-2150	ACH090124	0.93	PR2401012		00019063	09/05/2024

City of Placentia
Check Register
For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Survivor Benefit Package						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0048-2150 Survivor Benefit Package	ACH090124	2.42	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0010-2150 Survivor Benefit Package	ACH090124	155.56	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0029-2145 Employee PERS Payback W/H	ACH090124	2.59	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0033-2150 Survivor Benefit Package	ACH090124	1.22	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0029-2150 Survivor Benefit Package	ACH090124	0.66	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/8 PD 6/14	0037-2150 Survivor Benefit Package	ACH090124	1.06	PR2401012		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0010-2150 Survivor Benefit Package	ACH090124	154.70	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0078-2150 Survivor Benefit Package	ACH090124	0.13	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0010-2145 Employee PERS Payback W/H	ACH090124	255.33	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0054-2150 Survivor Benefit Package	ACH090124	0.02	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0037-2150 Survivor Benefit Package	ACH090124	0.10	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0033-2150 Survivor Benefit Package	ACH090124	0.07	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0029-2150 Survivor Benefit Package	ACH090124	0.15	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0040-2150 Survivor Benefit Package	ACH090124	0.93	PR2401013		00019063	09/05/2024

City of Placentia
Check Register
For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0048-2150 Survivor Benefit Package	ACH090124	0.14	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0029-2145 Employee PERS Payback W/H	ACH090124	0.25	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0054-2145 Employee PERS Payback W/H	ACH090124	1.00	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0037-2145 Employee PERS Payback W/H	ACH090124	1.75	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0048-2145 Employee PERS Payback W/H	ACH090124	0.42	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0010-2140 Employee PERS W/H	ACH090124	-2,685.47	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0010-2140 Employee PERS W/H	ACH090124	140,908.88	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0054-2140 Employee PERS W/H	ACH090124	24.53	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0029-2140 Employee PERS W/H	ACH090124	77.41	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0078-2140 Employee PERS W/H	ACH090124	207.86	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0037-2140 Employee PERS W/H	ACH090124	84.87	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0033-2140 Employee PERS W/H	ACH090124	71.92	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0040-2140 Employee PERS W/H	ACH090124	836.37	PR2401013		00019063	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE6/22 PD 6/28	0048-2140 Employee PERS W/H	ACH090124	100.67	PR2401013		00019063	09/05/2024
				Check Total:	**280,915.32**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Type Total:	280,915.32				
				Check Total:	280,915.32				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	2,302,375.72				

Check Totals by ID	
AP	2,302,375.72
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	2,302,375.72

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,201,497.31
117-Measure U Fund (0079)	145,353.81
205-State Gas Tax (0017)	40,000.00
209-State Gas Tax - RMRA (0060)	55,597.46
210-Measure M (0018)	30,000.00
225-Asset Seizure (0021)	1,266.94
227-Explorer Grant NOC (0076)	750.17
231-Placentia Reg Nav Cent(0078)	510,515.01
233-Gen Plan Update Fees (0074)	22,887.33
243-City Quimby In Lieu Fee (0069)	2,802.51
246-TOD Traffic Impact Fees (0070)	9,528.95
249-TOD District CFD (0080)	86.54
265-Landscape Maintenance (0029)	8,268.74
275-Sewer Maintenance (0048)	1,070.74
280-Misc Grants Fund (0050)	13,060.02
302-Public Financing Autho(0082)	209,421.68
401-City Capital Projects (0033)	15,601.63
501-Refuse Administration (0037)	16,374.94
601-Employee Health & Wlfre (0039)	453.04
605-Risk Management (0040)	16,738.90
701-Special Deposits (0044)	1,100.00
Check Total:	2,302,375.72

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

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AIRGAP LABS LLC V012533	IT TRANSITION & ENG SUPPORT	101523-6099 Professional Services	AP082724	1,860.00	212925		00132182	08/29/2024
MW OH	AIRGAP LABS LLC V012533	8/14/24-25 FORTICARE LICENSE	101523-6136 Software Maintenance	AP082724	3,438.30	213063	P13524	00132182	08/29/2024
				Check Total:	**5,298.30**				
MW OH	AMAZON CAPITAL SERVICES V012336	KEYBOARDS, AUX CABLE, SCREEN P	101513-6368 Computer Peripheral/Accessory	AP082724	496.35	1W1WL-1HHJ-		00132183	08/29/2024
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	101513-6315 Office Supplies	AP082724	367.85	1W1WL-1HHJ-		00132183	08/29/2024
				Check Total:	**864.20**				
MW OH	AT & T V008736	7/9-9/8 FD STA2 INTERNET	109595-6175 Office Equipment Rental	AP082724	191.18	FD STA2 AUG		00132184	08/29/2024
MW OH	AT & T V008736	8/13-9/12 KOCH PARK INTERNET	109595-6175 Office Equipment Rental	AP082724	63.49	KP AUG 24		00132184	08/29/2024
				Check Total:	**254.67**				
MW OH	BRENNAN ESTIMATING V011259	JUL FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP082724	378.00	12476	P13521	00132185	08/29/2024
MW OH	BRENNAN ESTIMATING V011259	AUG FIRE/SEC ALARM MONITORING	103654-6127 Alarm Monitoring	AP082724	378.00	12622	P13521	00132185	08/29/2024
				Check Total:	**756.00**				
MW OH	BRUTO, LISA V012902	UNIFORM REIMBURSEMENT	103067-6360 Uniforms	AP082724	86.20	599876		00132186	08/29/2024
				Check Total:	**86.20**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP082724	671.89	74052836	P13514	00132187	08/29/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP082724	466.33	74054347	P13514	00132187	08/29/2024
MW OH	CALMAT CO.	PAVING MATERIALS	103652-6132	AP082724	579.90	74062105	P13514	00132187	08/29/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010007		Repair & Maintenance/Streets						
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP082724	466.33	74064134	P13514	00132187	08/29/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP082724	478.95	74069562	P13514	00132187	08/29/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP082724	561.76	74074426	P13514	00132187	08/29/2024
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6132 Repair & Maintenance/Streets	AP082724	472.07	74086166	P13514	00132187	08/29/2024
				Check Total:	**3,697.23**				
MW OH	CENTURY BUSINESS V010180	PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP082724	6,404.89	AR58295	P13588	00132188	08/29/2024
MW OH	CENTURY BUSINESS V010180	PRINTER/COPIER USAGE	109595-6175 Office Equipment Rental	AP082724	837.19	AR58310	P13588	00132188	08/29/2024
				Check Total:	**7,242.08**				
MW OH	CITY OF PLACENTIA V000773	RORATY CLUB EXPENSES	103040-6250 Staff Training	AP082724	10.00	PETTY82224		00132189	08/29/2024
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MILES	103041-6250 Staff Training	AP082724	56.67	PETTY82224		00132189	08/29/2024
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MEALS	103042-6250 Staff Training	AP082724	144.00	PETTY82224		00132189	08/29/2024
MW OH	CITY OF PLACENTIA V000773	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP082724	142.13	PETTY82224		00132189	08/29/2024
				Check Total:	**352.80**				
MW OH	CLIFTONLARSONALLEN LLP V012348	FINANCE AUDIT FY24/25	102020-6010 Accounting & Auditing Service	AP082724	1,900.00	L241533533	P13582	00132190	08/29/2024
				Check Total:	**1,900.00**				
MW OH	COMMERCIAL AQUATIC	HASACHLOR - WHITTEN POOL	104055-6130	AP082724	422.64	975224		00132191	08/29/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC V005203	CHEMICALS - WHITTEN/GOMEZ POOL	104055-6130 Repair & Maint/Facilities	AP082724	481.68	980417		00132191	08/29/2024
MW OH	COMMERCIAL AQUATIC V005203	CHEMICALS - WHITTEN/GOMEZ POOL	104055-6130 Repair & Maint/Facilities	AP082724	335.63	984390		00132191	08/29/2024
MW OH	COMMERCIAL AQUATIC V005203	CHEMICALS - WHITTEN/GOMEZ POOL	104055-6130 Repair & Maint/Facilities	AP082724	469.25	984995		00132191	08/29/2024
MW OH	COMMERCIAL AQUATIC V005203	JUL CIVIC CTR FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP082724	408.80	980664	P13508	00132191	08/29/2024
MW OH	COMMERCIAL AQUATIC V005203	JUL FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP082724	291.20	980664	P13508	00132191	08/29/2024
				Check Total:	**2,409.20**				
MW OH	DENNIS GRUBB & V012137	8/1-15 FIRE PLAN CHEKS REVIEW	103066-6290 Dept. Contract Services	AP082724	2,420.00	002-32312	P13478	00132192	08/29/2024
				Check Total:	**2,420.00**				
MW OH	DEROTIC EMERGENCY V011295	REPAIR & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP082724	1,379.34	SO-4841	P13540	00132193	08/29/2024
MW OH	DEROTIC EMERGENCY V011295	REPAIR & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP082724	630.00	SO-4916	P13540	00132193	08/29/2024
MW OH	DEROTIC EMERGENCY V011295	REPAIR & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP082724	938.11	SO-4929	P13540	00132193	08/29/2024
MW OH	DEROTIC EMERGENCY V011295	REPAIR & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP082724	862.05	SO-4936	P13540	00132193	08/29/2024
MW OH	DEROTIC EMERGENCY V011295	REPAIR & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP082724	605.35	SO-4937	P13540	00132193	08/29/2024
MW OH	DEROTIC EMERGENCY V011295	REPAIR & MAINTENANCE	103066-6134 Vehicle Repair & Maintenance	AP082724	228.58	SO-4941	P13540	00132193	08/29/2024
MW OH	DEROTIC EMERGENCY	REPAIR & MAINTENANCE	103066-6134	AP082724	420.00	SO-4943	P13540	00132193	08/29/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011295		Vehicle Repair & Maintenance						
				Check Total:	**5,063.43**				
MW OH	DREW, BRIAN V004950	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP082724	68.34	DREW81524		00132194	08/29/2024
				Check Total:	**68.34**				
MW OH	EDWARDS, GARY V012901	ROOFING BOND REFUND 30-24-244	0044-2033 Construction & Demo Deposit	AP082724	100.00	B24-1783		00132195	08/29/2024
				Check Total:	**100.00**				
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	640.62	102-214106	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	56.57	102-214201	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	302.86	102-214248	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	13.25	102-214340	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	109.13	102-214472	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	38.87	102-214665	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	18.72	102-214830	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	99.57	102-214962	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	16.12	102-215041	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	54.56	102-215111	P13535	00132196	08/29/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	122.80	102-215151	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	67.88	102-215194	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	21.95	102-215375	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	109.12	102-215427	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	55.81	102-215450	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	14.37	102-215817	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	101.09	102-215978	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	12.09	102-216338	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	46.68	102-216359	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	20.15	102-216396	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	23.45	12-6041779	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	9.59	12-6042302	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	53.26	12-6049269	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS V010842	PARTS AND SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP082724	401.91	12-6053426	P13535	00132196	08/29/2024
MW OH	FACTORY MOTOR PARTS	PARTS AND SUPPLIES	103658-6134	AP082724	22.37	12-6062861	P13535	00132196	08/29/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
				Check Total:	**2,432.79**				
MW OH	FERGUSON, SCOTT V011363	UNIFORM ALTERATION - REIMB	103066-6360 Uniforms	AP082724	140.00	42409		00132197	08/29/2024
				Check Total:	**140.00**				
MW OH	FM THOMAS AIR V010634	7/16 HVAC SERVICES	103654-6290 Dept. Contract Services	AP082724	1,011.45	46943	P13530	00132198	08/29/2024
				Check Total:	**1,011.45**				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE8/17 PD8/23	0010-2196 Garnishments W/H	AP082724	7.73	PR2401017		00132199	08/29/2024
				Check Total:	**7.73**				
MW OH	GILLIS, JOSEPH V008160	PD TRAINING - HOTEL REIMB	213041-6250 Staff Training	AP082724	552.39	GILLIS82124		00132200	08/29/2024
				Check Total:	**552.39**				
MW OH	HINDERLITER DE LLAMAS & V000465	JUL-SEP SALES TAX AUDIT	102020-6099 Professional Services	AP082724	1,760.54	SIN041083	P13575	00132201	08/29/2024
				Check Total:	**1,760.54**				
MW OH	HOGUEISSON, LARRY V012861	FIRE SUPPLIES REIMBURSEMENT	103066-6301 Special Department Expenses	AP082724	109.17	2782-379721		00132202	08/29/2024
				Check Total:	**109.17**				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP082724	333.16	0017209694-001	P13479	00132203	08/29/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP082724	80.49	0017222655-001	P13479	00132203	08/29/2024
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP082724	264.86	0017255559-001	P13479	00132203	08/29/2024
				Check Total:	**678.51**				

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MW OH	JMDIAZ INC V011920	JUL ENGINEERING & RAILROAD SVS	103551-6017 Special Studies	AP082724	480.00	005-24-180	P13515	00132204	08/29/2024
				Check Total:	**480.00**				
MW OH	JP CONTRACTORS INC V009035	ROOFING BOND RREFUND 30-24-157	0044-2033 Construction & Demo Deposit	AP082724	1,000.00	B24-1373		00132205	08/29/2024
				Check Total:	**1,000.00**				
MW OH	KRONOS SAASHR INC. V012554	JUL KRONOS SUBSCRIPTION	102020-6366 Web Based Service/Subcriptions	AP082724	6,974.49	12284699	P13581	00132206	08/29/2024
MW OH	KRONOS SAASHR INC. V012554	UKG TELESTAFF	103065-6366 Web Based Service/Subcriptions	AP082724	10,053.89	12286037	P13581	00132206	08/29/2024
				Check Total:	**17,028.38**				
MW OH	LEMUS, SELENA V010756	PD TRAINING MILEAGE	103041-6250 Staff Training	AP082724	68.34	SLEMUS82124		00132207	08/29/2024
				Check Total:	**68.34**				
MW OH	LIEBERT CASSIDY V000597	JUL PROFESSIONAL SVS	101512-6099 Professional Services	AP082724	90.00	174181		00132208	08/29/2024
MW OH	LIEBERT CASSIDY V000597	JUL PROFESSIONAL SVS	101512-6099 Professional Services	AP082724	855.00	274180		00132208	08/29/2024
				Check Total:	**945.00**				
MW OH	MARTIN, ARMANDO V011735	JUL DEAD ANIMAL REMOVAL SVS	103652-6290 Dept. Contract Services	AP082724	600.00	0002692	P13534	00132209	08/29/2024
				Check Total:	**600.00**				
MW OH	MCKESSON MEDICAL- V012321	EMERGEMCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP082724	603.01	22455944		00132210	08/29/2024
				Check Total:	**603.01**				
MW OH	OLDHAM, BRITTNEY V011751	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP082724	251.47	OLDHAM81224		00132211	08/29/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**251.47**				
MW OH	ORANGE COUNTY V000699	OCEA PE8/17 PD8/23	0048-2176 PCEA/OCEA Assoc Dues	AP082724	2.22	PR2401017		00132212	08/29/2024
MW OH	ORANGE COUNTY V000699	OCEA PE8/17 PD8/23	0037-2176 PCEA/OCEA Assoc Dues	AP082724	0.10	PR2401017		00132212	08/29/2024
MW OH	ORANGE COUNTY V000699	OCEA PE8/17 PD8/23	0029-2176 PCEA/OCEA Assoc Dues	AP082724	0.20	PR2401017		00132212	08/29/2024
MW OH	ORANGE COUNTY V000699	OCEA PE8/17 PD8/23	0010-2176 PCEA/OCEA Assoc Dues	AP082724	584.98	PR2401017		00132212	08/29/2024
				Check Total:	**587.50**				
MW OH	ORANGE COUNTY SHERIFF'S V008628	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP082724	40.00	OCSD82024		00132213	08/29/2024
				Check Total:	**40.00**				
MW OH	PARS V006999	MAY PARS ARS/PARS REP FEES	395083-6025 Third Party Administration	AP082724	453.04	55958		00132214	08/29/2024
				Check Total:	**453.04**				
MW OH	PATH V011455	JUL -NAV CTR MANAGEMENT	784070-6290 Dept. Contract Services	AP082724	504,495.01	800-0724	P13562	00132215	08/29/2024
				Check Total:	**504,495.01**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE8/17 PD8/23	0048-2176 PCEA/OCEA Assoc Dues	AP082724	0.19	PR2401017		00132216	08/29/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE8/17 PD8/23	0037-2176 PCEA/OCEA Assoc Dues	AP082724	0.01	PR2401017		00132216	08/29/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE8/17 PD8/23	0029-2176 PCEA/OCEA Assoc Dues	AP082724	0.02	PR2401017		00132216	08/29/2024
MW OH	PCEA C/O NORTH ORANGE CO V000679	OCEA PE8/17 PD8/23	0010-2176 PCEA/OCEA Assoc Dues	AP082724	50.54	PR2401017		00132216	08/29/2024
				Check Total:	**50.76**				

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MW OH	PLACEWORKS V012423	JUL CONSULTING SVS	749104-6017 / 749104-6017 Special Studies	AP082724	22,857.38	PLA-01.0-84000	P13488	00132217	08/29/2024
				Check Total:	**22,857.38**				
MW OH	PYLUSD V011315	DAY CAMP EXCURSION	104071-6270 Excursions	AP082724	475.00	39914		00132218	08/29/2024
				Check Total:	**475.00**				
MW OH	QUADIENT INC V012611	AUG PARCEL PENDING	103654-6290 Dept. Contract Services	AP082724	136.86	61164327		00132219	08/29/2024
MW OH	QUADIENT INC V012611	SEP PARCEL PENDING	103654-6290 Dept. Contract Services	AP082724	136.86	61246134		00132219	08/29/2024
				Check Total:	**273.72**				
MW OH	SAFECHECKS V012496	CHECKS	109595-6315 Office Supplies	AP082724	840.31	0545814		00132220	08/29/2024
				Check Total:	**840.31**				
MW OH	SANTA ANA (CENTRAL) CIVIL V012818	30-2011-00456217-CL-UD-NJC	0010-2196 Garnishments W/H	AP082724	393.46	PR2401017		00132221	08/29/2024
				Check Total:	**393.46**				
MW OH	SC FUELS V012766	7/16-31 FUEL	103658-6345 Gasoline & Diesel Fuel	AP082724	13,321.56	0918782	P13489	00132222	08/29/2024
MW OH	SC FUELS V012766	8/1-15 FUEL	103658-6345 Gasoline & Diesel Fuel	AP082724	14,231.77	0925285	P13489	00132222	08/29/2024
				Check Total:	**27,553.33**				
MW OH	SCA OF CA LLC V012501	JUL STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP082724	14,608.00	2512431DS	P13529	00132223	08/29/2024
				Check Total:	**14,608.00**				
MW OH	SHELLITO, GIANNA V012194	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP082724	251.47	SHELLITO81224		00132224	08/29/2024

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				Check Total:	**251.47**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP082724	271.82	70663		00132225	08/29/2024
				Check Total:	**271.82**				
MW OH	TURNKEY CLEANING V012885	NAV CTR - ENVIRONMENTAL SVS	784070-6999 Other Expenditure	AP082724	4,180.00	2786	P13574	00132226	08/29/2024
MW OH	TURNKEY CLEANING V012885	NAV CTR - ENVIRONMENTAL SVS	784070-6999 Other Expenditure	AP082724	1,840.00	2787	P13574	00132226	08/29/2024
				Check Total:	**6,020.00**				
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE8/17 PD8/23	0010-2131 Employer PARS/ARS Payable	AP082724	3,020.16	PR2401017		00132227	08/29/2024
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE8/17 PD8/23	0010-2126 Employee PARS/ARS W/H	AP082724	3,016.40	PR2401017		00132227	08/29/2024
				Check Total:	**6,036.56**				
MW OH	YORBA LINDA WATER V006633	JUL SEWER CHARGES	484356-6297 Billing Services	AP082724	1,068.33	562230		00132228	08/29/2024
				Check Total:	**1,068.33**				
MW OH	ALVAREZ, OMAR V012054	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	ALVAREZ82624		00132237	09/05/2024
				Check Total:	**81.93**				
MW OH	ANDREA HEINZEL V011801	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP090324	78.52	HEINZEL82724		00132238	09/05/2024
				Check Total:	**78.52**				
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	78.75	10042616		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	78.75	10042618		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT	110 S BRADFORD -COFFEE/WATER	109595-6052	AP090324	78.75	10042619		00132239	09/05/2024

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	V000081		Common Area Supplies						
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	78.75	10042620		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	78.75	10042622		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	120 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	73.50	10042665		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	1701 ATWOOD AVE - COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	42.00	10042699		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	201 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	42.00	10042700		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	383.25	10044628		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	59.16	104835110		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	130.81	105844624		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	531.98	105844626		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	229.21	105844627		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	531.98	105844628		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	577.06	105845012		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	881.76	2919144		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	163.30	2919651		00132239	09/05/2024

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MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA-COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	161.80	2921900		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	163.30	2922031		00132239	09/05/2024
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6052 Common Area Supplies	AP090324	163.30	2922158		00132239	09/05/2024
				Check Total:	**4,528.16**				
MW OH	AT&T V011189	CELL TOWER AREA SEARCH	103042-6290 Dept. Contract Services	AP090324	745.00	521465		00132240	09/05/2024
				Check Total:	**745.00**				
MW OH	CANON FINANCIAL SERVICES V008979	PRINTER/COPIER - FINAL PMT	109595-6175 Office Equipment Rental	AP090324	249.79	30543614		00132241	09/05/2024
				Check Total:	**249.79**				
MW OH	CCP INDUSTRIES INC V010526	PW MAINTENANCE SUPPLIES	103654-6137 Repair Maint/Equipment	AP090324	42.24	IN03513491		00132242	09/05/2024
MW OH	CCP INDUSTRIES INC V010526	PW MAINTENANCE SUPPLIES	103654-6137 Repair Maint/Equipment	AP090324	132.75	IN03514253		00132242	09/05/2024
MW OH	CCP INDUSTRIES INC V010526	PW MAINTENANCE SUPPLIES	103654-6137 Repair Maint/Equipment	AP090324	35.24	IN03516782		00132242	09/05/2024
				Check Total:	**210.23**				
MW OH	CELLEBRITE USA INC V008838	CELLEBRITE RECERT - FLOOD	103042-6250 Staff Training	AP090324	330.00	Q-410517-2		00132243	09/05/2024
				Check Total:	**330.00**				
MW OH	CHARTER COMMUNICATIONS V004450	8/25-9/24 NAV CTR INT	109595-6215 Telephone/Internet	AP090324	579.94	18907810108212		00132244	09/05/2024
MW OH	CHARTER COMMUNICATIONS V004450	8/25-9/24 CITY YARD INTERNET	109595-6215 Telephone/Internet	AP090324	234.87	18907820108212		00132244	09/05/2024
MW OH	CHARTER COMMUNICATIONS	8/25-9/24 CH FIBER LINE	109595-6215	AP090324	1,171.47	18908010108212		00132244	09/05/2024

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	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS V004450	8325-9/24 LINE INT	109595-6215 Telephone/Internet	AP090324	1,238.00	18908030108212		00132244	09/05/2024
MW OH	CHARTER COMMUNICATIONS V004450	8325-9/24 WITTEN CTR INT	109595-6215 Telephone/Internet	AP090324	607.05	18908340108212		00132244	09/05/2024
MW OH	CHARTER COMMUNICATIONS V004450	8314-9/13 WITTEN CTR INT	109595-6215 Telephone/Internet	AP090324	234.88	619546081424		00132244	09/05/2024
				Check Total:	**4,066.21**				
MW OH	CHARTER COMMUNICATIONS V007869	8326-9/25 PSC/EOC INTERNET	109595-6215 Telephone/Internet	AP090324	680.58	18791050108212		00132245	09/05/2024
				Check Total:	**680.58**				
MW OH	CHARTER COMMUNICATIONS V012060	8321-9/20 BWC INTERNET	109595-6215 Telephone/Internet	AP090324	1,352.08	11980240108212		00132246	09/05/2024
				Check Total:	**1,352.08**				
MW OH	CHAUNCEY, STEVE V006794	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP090324	290.00	CHAUN82824		00132247	09/05/2024
				Check Total:	**290.00**				
MW OH	CHAUNCEY, STEVE V006794	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP090324	110.00	CHAUNCY8282		00132248	09/05/2024
				Check Total:	**110.00**				
MW OH	CHUNG, HYUN V012031	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP090324	81.93	CHUNG82624		00132249	09/05/2024
				Check Total:	**81.93**				
MW OH	CIRA V012072	FY24/25 2ND INSTALLMENT	404582-6201 Liability Insurance Premiums	AP090324	16,738.90	INV-2383		00132250	09/05/2024
				Check Total:	**16,738.90**				
MW OH	CONTRERAS, JOSHUA	PD TRAINING MEALS, MILEAGE	103041-6250	AP090324	81.93	CONTRETAS08		00132251	09/05/2024

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	V011352		Staff Training						
				Check Total:	**81.93**				
MW OH	COUNTY OF ORANGE V008881	JUL AFIS SERVICES	103040-6290 Dept. Contract Services	AP090324	1,570.00	SH 69100	P13461	00132252	09/05/2024
MW OH	COUNTY OF ORANGE V008881	JULS OCATS CIRCUIT SUPPORT	103043-6099 Professional Services	AP090324	1,104.51	JUL OCATS	P13531	00132252	09/05/2024
				Check Total:	**2,674.51**				
MW OH	DAVIS, COREY V009996	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP090324	81.93	DAVIS82624		00132253	09/05/2024
				Check Total:	**81.93**				
MW OH	DAY & NITE DOOR SERVICE V001616	PD EAST GATE REPAIR	103654-6130 Repair & Maint/Facilities	AP090324	996.00	OC-96386		00132254	09/05/2024
				Check Total:	**996.00**				
MW OH	DLW CONSULTING & V011427	AUG PROFESSIONAL SVS	101512-6099 Professional Services	AP090324	3,600.00	PFLS 24-004	P13481	00132255	09/05/2024
				Check Total:	**3,600.00**				
MW OH	FAIRWAY FORD V000376	VEHICLE KEY	213041-6301 Special Department Expenses	AP090324	493.90	C24836		00132256	09/05/2024
				Check Total:	**493.90**				
MW OH	FLORES, HERMAN V012055	PD TRAINING REGISTRATION	103041-6250 Staff Training	AP090324	81.93	FLORES82624		00132257	09/05/2024
				Check Total:	**81.93**				
MW OH	FOREMOST PROMOTIONS V010678	NATIONAL NIGHT OUT SUPPLIES	503040-6301 / 50015-6301 Special Department Expenses	AP090324	1,306.66	728106		00132258	09/05/2024
				Check Total:	**1,306.66**				
MW OH	GOLDEN STATE WATER V000928	AUG WATER CHARGES	109595-6335 Water	AP090324	7,292.60	82624		00132259	09/05/2024

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MW OH	GOLDEN STATE WATER V000928	AUG WATER CHARGES	296561-6335 Water	AP090324	8,095.68	82624		00132259	09/05/2024
				Check Total:	**15,388.28**				
MW OH	GONZALEZ, SANDRA V010618	JUL LANDSCAPE PLAN CK	102531-6047 Landscape Review Expense	AP090324	4,480.00	024-12	P13576	00132260	09/05/2024
				Check Total:	**4,480.00**				
MW OH	HELPING OUR PETS V012275	3/26-29 K9 BOARDING - ENZO	103041-6148 K9 Expenses	AP090324	225.00	44462		00132261	09/05/2024
MW OH	HELPING OUR PETS V012275	4/25-28 K9 BOARDING - ENZO	103041-6148 K9 Expenses	AP090324	225.00	44710		00132261	09/05/2024
MW OH	HELPING OUR PETS V012275	6/23-24 K9 BOARDING - CHAMP	103041-6148 K9 Expenses	AP090324	75.00	46738		00132261	09/05/2024
MW OH	HELPING OUR PETS V012275	6/23-7/1 K9 BOARDING - ENZO	103041-6148 K9 Expenses	AP090324	600.00	46770		00132261	09/05/2024
MW OH	HELPING OUR PETS V012275	7/4-5 K9 BOARDING - ENZO	103041-6148 K9 Expenses	AP090324	75.00	46886		00132261	09/05/2024
MW OH	HELPING OUR PETS V012275	7/21-23 K9 BOARDING - CHAMP	103041-6148 K9 Expenses	AP090324	150.00	47644		00132261	09/05/2024
				Check Total:	**1,350.00**				
MW OH	HERC RENTALS INC V010786	NAT'L NIGHT OUT BARRICADES	103041-6401 Community Programs	AP090324	1,347.07	34824750-001		00132262	09/05/2024
				Check Total:	**1,347.07**				
MW OH	HI SIGN V010900	CAR MAGNETS	103043-6399 Other Supplies	AP090324	915.88	10383		00132263	09/05/2024
				Check Total:	**915.88**				
MW OH	IMPERIAL SPRINKLER V006506	SPRINKLER SUPPLIES	104055-6139 Repair/Maint - Parks & Fields	AP090324	129.61	0016585074-001	P13479	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER	SPRINKLER SUPPLIES	104055-6139	AP090324	103.72	0016729254-002	P13479	00132264	09/05/2024

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	V006506		Repair/Maint - Parks & Fields						
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	64.14	0016519446-001	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	60.34	0016721546-001	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	56.70	0016944726-001	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	584.22	0017029877-001	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	275.59	0017029877-002	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	49.39	0017029877-003	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	61.02	0017068017-001	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	76.15	0017087761-001	P13560	00132264	09/05/2024
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP090324	238.72	0017210314-001	P13560	00132264	09/05/2024
				Check Total:	**1,699.60**				
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	210.03	124169		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	252.08	124170		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	2,272.83	124172		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	3,167.98	124173		00132265	09/05/2024
MW OH	JONES & MAYER	JUL LEGAL SERVICES	101005-6005	AP090324	1,260.38	124174		00132265	09/05/2024

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	488.64	124176		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	352.90	124180		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6005 Legal Services	AP090324	597.24	124181		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	325.76	124187		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6005 Legal Services	AP090324	302.50	124188		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	81.44	124189		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	542.94	124190		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	5,289.22	124191		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LITIGATION SERVICES	101005-6006 Litigation	AP090324	1,303.05	124192		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	2,495.59	124195		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	75.62	124198		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	151.25	124199		00132265	09/05/2024
MW OH	JONES & MAYER V009822	JUL LEGAL SERVICES	101005-6005 Legal Services	AP090324	781.45	124200		00132265	09/05/2024
MW OH	JONES & MAYER V009822	RETAINER	101005-6005 Legal Services	AP090324	30,291.96	124361		00132265	09/05/2024

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				Check Total:	**50,242.86**				
MW OH	KIM, BRANDON V012386	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	KIM82624		00132266	09/05/2024
				Check Total:	**81.93**				
MW OH	LAKTASH, VALERIE V012904	REFUND B&Z APPLICATION	100000-4305 Planning Division Fees	AP090324	311.00	62724		00132267	09/05/2024
MW OH	LAKTASH, VALERIE V012904	REFUND B&Z APPLICATION	100000-4380 Business Site Insp Fee	AP090324	85.00	62724		00132267	09/05/2024
MW OH	LAKTASH, VALERIE V012904	REFUND B&Z APPLICATION	740000-4302 General Plan Update Fee	AP090324	29.95	62724		00132267	09/05/2024
				Check Total:	**425.95**				
MW OH	LEHR AUTO V009930	OUTFIT DODGE DURANGO	109800-6842 / 24801-6842 Vehicles	AP090324	22,450.03	SI04809	P13542	00132268	09/05/2024
				Check Total:	**22,450.03**				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	68.34	LEMUS82624		00132269	09/05/2024
				Check Total:	**68.34**				
MW OH	LEMUS, SELENA V010756	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	LEMUS82624		00132270	09/05/2024
				Check Total:	**81.93**				
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS	763041-6360 Uniforms	AP090324	112.54	INV852676		00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS	763041-6360 Uniforms	AP090324	522.72	INV853807		00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS	763041-6360 Uniforms	AP090324	13.26	INV855287		00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD EXPLORER UNIFORMS	763041-6360 Uniforms	AP090324	101.65	INV857274		00132271	09/05/2024

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For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LN CURTIS & SONS V011267	PPE CLEANING	103066-6361 Personal Protection Equipment	AP090324	58.77	INV850847	P13504	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	53.11	INV852822	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	243.59	INV853385	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	857.08	INV853983	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	653.62	INV854249	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	225.09	INV854468	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	78.68	INV854889	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	308.47	INV855508	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	163.14	INV855961	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	163.52	INV856118	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	245.28	INV856132	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	163.52	INV856149	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	163.52	INV856159	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP090324	194.33	INV857632	P13512	00132271	09/05/2024
MW OH	LN CURTIS & SONS	PD UNIFORMS	103041-6360	AP090324	78.68	INV857646	P13512	00132271	09/05/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011267		Uniforms						
				Check Total:	**4,400.57**				
MW OH	LOENGREEN INC V012515	PSC CONSTRUCTION SVS	105213-6850 / 105213-6850 Building & Facilities	AP090324	78,495.36	LCV1065	P13586	00132272	09/05/2024
				Check Total:	**78,495.36**				
MW OH	MCINERNEY, BRIAN V010193	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	MCINERNEY82		00132273	09/05/2024
				Check Total:	**81.93**				
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP090324	816.83	22429558		00132274	09/05/2024
				Check Total:	**816.83**				
MW OH	MIKE RAAHAUGES V010677	PISTOL RANGE	103043-6162 Range Training	AP090324	100.00	1987		00132275	09/05/2024
				Check Total:	**100.00**				
MW OH	MUNICIPAL EMERGENCY V011423	PERSONAL PROT EQUIPMENT	103066-6361 Personal Protection Equipment	AP090324	1,869.77	IN2101707		00132276	09/05/2024
MW OH	MUNICIPAL EMERGENCY V011423	PERSONAL PROT EQUIPMENT	103066-6360 Uniforms	AP090324	497.98	INV2092278		00132276	09/05/2024
				Check Total:	**2,367.75**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP090324	184.26	70649		00132277	09/05/2024
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP090324	229.51	70659		00132277	09/05/2024
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP090324	1.28	70682		00132277	09/05/2024
				Check Total:	**415.05**				
MW OH	PARKHOUSE TIRE INC	TIRES	103658-6134	AP090324	1,096.02	1020284052	P13520	00132278	09/05/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004472		Vehicle Repair & Maintenance						
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP090324	914.60	1020284385	P13520	00132278	09/05/2024
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP090324	1,158.18	1020284585	P13520	00132278	09/05/2024
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP090324	327.61	1020284988	P13520	00132278	09/05/2024
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP090324	446.44	1020285273	P13520	00132278	09/05/2024
				Check Total:	**3,942.85**				
MW OH	PCN3 INC V012642	JUL PSC CONST SVS	105213-2046 / 105213-2046 Retentions Payable	AP090324	-43,862.22	APP13		00132279	09/05/2024
MW OH	PCN3 INC V012642	JUL PSC CONST SVS	105213-6850 / 105213-6850 Building & Facilities	AP090324	877,244.37	APP13	P13587	00132279	09/05/2024
				Check Total:	**833,382.15**				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRES & LABOR	103066-6134 / 105213-6850 Vehicle Repair & Maintenance	AP090324	3,585.24	23-0773730-00	P13555	00132280	09/05/2024
				Check Total:	**3,585.24**				
MW OH	RADOMSKI, DAVID V002832	PD TRAINING MEALS	109800-6840 Machinery & Equipment	AP090324	296.00	RADOM82924		00132281	09/05/2024
				Check Total:	**296.00**				
MW OH	RJ NOBLE COMPANY V006779	RETENTION PAYMENT	799800-2046 / 791301-2046 Retentions Payable	AP090324	145,353.81	245636-RET		00132282	09/05/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION PAYMENT	709800-2046 / 791301-2046 Retentions Payable	AP090324	9,528.95	245636-RET		00132282	09/05/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION PAYMENT	609800-2046 / 601301-2046 Retentions Payable	AP090324	30,000.00	245636-RET		00132282	09/05/2024
MW OH	RJ NOBLE COMPANY	RETENTION PAYMENT	601301-2046 / 601301-2046	AP090324	25,597.46	245636-RET		00132282	09/05/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006779		Retentions Payable						
MW OH	RJ NOBLE COMPANY V006779	RETENTION PAYMENT	339800-2046 / 331301-2046 Retentions Payable	AP090324	15,601.63	245636-RET		00132282	09/05/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION PAYMENT	189800-2046 / 181301-2046 Retentions Payable	AP090324	30,000.00	245636-RET		00132282	09/05/2024
MW OH	RJ NOBLE COMPANY V006779	RETENTION PAYMENT	179800-2046 / 171301-2046 Retentions Payable	AP090324	40,000.00	245636-RET		00132282	09/05/2024
				Check Total:	**296,081.85**				
MW OH	ROTH STAFFING COMPANIES V012845	SVE 7/7 HR TEMP LABOR	101512-6099 Professional Services	AP090324	2,971.68	16177851	P13604	00132283	09/05/2024
MW OH	ROTH STAFFING COMPANIES V012845	SVE 7/21 HR TEMP LABOR	101512-6099 Professional Services	AP090324	2,174.64	16183051	P13604	00132283	09/05/2024
MW OH	ROTH STAFFING COMPANIES V012845	SVE 7/28 HR TEMP LABOR	101512-6099 Professional Services	AP090324	1,646.97	16185585	P13604	00132283	09/05/2024
MW OH	ROTH STAFFING COMPANIES V012845	SVE 8/4 HR TEMP LABOR	101512-6099 Professional Services	AP090324	1,790.88	16188139	P13604	00132283	09/05/2024
MW OH	ROTH STAFFING COMPANIES V012845	SVE 8/11 HR TEMP LABOR	101512-6099 Professional Services	AP090324	2,478.45	16190684	P13604	00132283	09/05/2024
MW OH	ROTH STAFFING COMPANIES V012845	SVE 8/18 HR TEMP LABOR	101512-6099 Professional Services	AP090324	2,382.51	16193221	P13604	00132283	09/05/2024
				Check Total:	**13,445.13**				
MW OH	SAGECREST PLANNING AND V010576	JUL CONSULTING SVS	102532-6290 Dept. Contract Services	AP090324	2,595.84	4799	P13578	00132284	09/05/2024
				Check Total:	**2,595.84**				
MW OH	SDC ENGINEERING INC V011147	RETENTION PAYMENT	107911-2046 / 107911-2046 Retentions Payable	AP090324	105.76	904-		00132285	09/05/2024
MW OH	SDC ENGINEERING INC V011147	RETENTION PAYMENT	507911-2046 / 507911-2046 Retentions Payable	AP090324	11,753.36	904-		00132285	09/05/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SDC ENGINEERING INC V011147	RETENTION PAYMENT	697911-2046 / 697911-2046 Retentions Payable	AP090324	2,802.51	904-		00132285	09/05/2024
				Check Total:	**14,661.63**				
MW OH	SO CAL GAS V000909	JUL-AUG GAS CHARGES	109595-6340 Natural Gas	AP090324	326.86	082624		00132286	09/05/2024
				Check Total:	**326.86**				
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	800000-6330 Electricity	AP090324	86.54	082124		00132287	09/05/2024
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	109595-6330 Electricity	AP090324	21,660.53	082124		00132287	09/05/2024
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP090324	83.78	082124		00132287	09/05/2024
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP090324	16.25	082124		00132287	09/05/2024
MW OH	SOUTHERN CALIFORNIA V000910	JUL-AUG ELECTRIC CHARGES	296561-6330 Electricity	AP090324	172.84	082124		00132287	09/05/2024
				Check Total:	**22,019.94**				
MW OH	STERICYCLE INC V012074	PAPER SHREDDING SVS	374386-6099 Professional Services	AP090324	1,766.83	8007921884	P13557	00132288	09/05/2024
				Check Total:	**1,766.83**				
MW OH	T-MOBILE V004339	8/1-31 IPADS INTERNET	109595-6215 Telephone/Internet	AP090324	622.24	AUGUST 2024		00132289	09/05/2024
				Check Total:	**622.24**				
MW OH	T-MOBILE USA V009215	GPS LOCATE DR24-02832	103042-6290 Dept. Contract Services	AP090324	115.00	9577234140		00132290	09/05/2024
				Check Total:	**115.00**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP090324	108.73	70678		00132291	09/05/2024

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**108.73**				
MW OH	TOTUM CORP V010229	JUL CONSTRUCTION INSP SVS	105213-6850 / 105213-6850 Building & Facilities	AP090324	22,951.50	206577	P13585	00132292	09/05/2024
				Check Total:	**22,951.50**				
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6146 Paint Supplies	AP090324	342.65	06-108857		00132293	09/05/2024
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6146 Paint Supplies	AP090324	605.57	06-109353		00132293	09/05/2024
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6146 Paint Supplies	AP090324	164.69	06-109358		00132293	09/05/2024
MW OH	TRAFFIC MANAGEMENT V008463	PW SUPPLIES	103652-6146 Paint Supplies	AP090324	580.07	06-109686		00132293	09/05/2024
				Check Total:	**1,692.98**				
MW OH	TREJO, DANIELA V012221	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	TREJO82624		00132294	09/05/2024
				Check Total:	**81.93**				
MW OH	TRILLIUM CNG (1720) V007952	JUL - CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP090324	231.90	241069055		00132295	09/05/2024
				Check Total:	**231.90**				
MW OH	TURBO DATA SYSTEMS INC V001238	JUL PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP090324	2,934.93	43503	P13487	00132296	09/05/2024
				Check Total:	**2,934.93**				
MW OH	UNIQUE PRINTING V010259	PD BUSINESS CARDS	103040-6230 Printing & Binding	AP090324	103.58	46051		00132297	09/05/2024
MW OH	UNIQUE PRINTING V010259	PD BUSINESS CARDS	103040-6230 Printing & Binding	AP090324	199.56	46126		00132297	09/05/2024
MW OH	UNIQUE PRINTING V010259	PD REPORT INFO PADS	103040-6230 Printing & Binding	AP090324	200.95	46165		00132297	09/05/2024

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For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**504.09**				
MW OH	US BANK V003824	2023A PSB BONDS	0082-1150 Cash w/Fiscal Agent	AP090324	209,421.68	2663201		00132298	09/05/2024
				Check Total:	**209,421.68**				
MW OH	VERIZON WIRELESS V008735	7/21-8/20 IPADS INTERNET	109595-6215 Telephone/Internet	AP090324	146.88	9971938125		00132299	09/05/2024
MW OH	VERIZON WIRELESS V008735	7/21-8/20 COUNCIL IPADS INT	109595-6215 Telephone/Internet	AP090324	180.87	9971938126		00132299	09/05/2024
				Check Total:	**327.75**				
MW OH	VERIZON WIRELESS V010521	CELL TOWER DUMP DR24-01981	103042-6290 Dept. Contract Services	AP090324	120.00	9022362983		00132300	09/05/2024
				Check Total:	**120.00**				
MW OH	WADE, SAMANTHA V012212	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	WADE82624		00132301	09/05/2024
				Check Total:	**81.93**				
MW OH	WAGONER, BEAU V009143	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP090324	81.93	WAGONER8262		00132302	09/05/2024
				Check Total:	**81.93**				
MW OH	YORBA LINDA WATER V001148	JUN-JUL WATER CHARGES	109595-6335 Water	AP090324	2,385.47	082624		00132303	09/05/2024
				Check Total:	**2,385.47**				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL SVS	103041-6148 K9 Expenses	AP090324	82.87	5438691509		00132304	09/05/2024
				Check Total:	**82.87**				
				Type Total:	**2,302,375.72**				
				Check Total:	**2,302,375.72**				

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ACH Check Register
For 09/17/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	1,442,148.06				

Check Totals by ID	
AP	1,442,148.06
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	1,442,148.06

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,097,154.37
208-Sccssr Agncy Ret Oblg (0054)	22.35
231-Placentia Reg Nav Cent(0078)	1,273.05
265-Landscape Maintenance (0029)	122.30
275-Sewer Maintenance (0048)	1,166.08
401-City Capital Projects (0033)	778.17
501-Refuse Administration (0037)	661.40
601-Employee Health & Wlfre (0039)	334,908.67
605-Risk Management (0040)	6,061.67
Check Total:	1,442,148.06

ACH Payroll Direct Deposit for 09/06/2024:	651,848.72
Electronic Disbursement Total:	2,093,996.78

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

User: Gabriela Calin

Report: AP1400M<3.01>: AP: Warrant List - Machine

City of Placentia
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For 09/11/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALDWIR, MAMOUN E000113	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00018976	08/29/2024
				Check Total:	**870.44**				
MW OH	ANDERSON, MARLA E000071	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018977	08/29/2024
				Check Total:	**527.78**				
MW OH	ARMSTRONG, JOHN T E000046	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,137.00	24-SEP		00018978	08/29/2024
				Check Total:	**1,137.00**				
MW OH	AUDISS, JAY SCOTT E000125	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	2,256.00	24-SEP		00018979	08/29/2024
				Check Total:	**2,256.00**				
MW OH	BABCOCK, CHARLES A E000015	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	308.00	24-SEP		00018980	08/29/2024
				Check Total:	**308.00**				
MW OH	BEALS, SHARLENE E000076	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00018981	08/29/2024
				Check Total:	**185.39**				
MW OH	BERMUDEZ, ALBERT E000124	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	547.69	24-SEP		00018982	08/29/2024
				Check Total:	**547.69**				
MW OH	BUNNELL, DONALD E000062	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018983	08/29/2024
				Check Total:	**527.78**				
MW OH	BURGNER, ARTHUR E000074	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018984	08/29/2024
				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	BUSSE, MICHAEL E000131	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.70	24-SEP		00018985	08/29/2024
				Check Total:	**565.70**				
MW OH	CHANDLER, JOHN P E000109	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,879.80	24-SEP		00018986	08/29/2024
				Check Total:	**1,879.80**				
MW OH	CHANG, ROBERT E000107	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,282.00	24-SEP		00018987	08/29/2024
				Check Total:	**1,282.00**				
MW OH	COBBETT, GEOFFREY E000007	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018988	08/29/2024
				Check Total:	**527.78**				
MW OH	COOK, ARLENE M E000018	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018989	08/29/2024
				Check Total:	**527.78**				
MW OH	D'AMATO, ROBERT E000056	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00018990	08/29/2024
				Check Total:	**185.39**				
MW OH	DAVID, PRESTON E000112	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018991	08/29/2024
				Check Total:	**527.78**				
MW OH	DAVIS, CAROLYN E000005	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00018992	08/29/2024
				Check Total:	**185.39**				
MW OH	DEAN, ANDREW E000135	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,815.00	24-SEP		00018993	08/29/2024
				Check Total:	**1,815.00**				

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MW OH	DELOS SANTOS, JAMIE E000045	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	229.55	24-SEP		00018994	08/29/2024
				Check Total:	**229.55**				
MW OH	DICKSON, ROBERTA JO E000011	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00018995	08/29/2024
				Check Total:	**185.39**				
MW OH	DOWNEY, CAROL E000082	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018996	08/29/2024
				Check Total:	**527.78**				
MW OH	ECKENRODE, NORMAN E000029	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00018997	08/29/2024
				Check Total:	**527.78**				
MW OH	ESCOBOSA, LILLIAN E000055	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	291.15	24-SEP		00018998	08/29/2024
				Check Total:	**291.15**				
MW OH	ESPINOZA, ROSALINDA E000016	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00018999	08/29/2024
				Check Total:	**565.00**				
MW OH	FRICKE, JUERGEN E000075	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	873.00	24-SEP		00019000	08/29/2024
				Check Total:	**873.00**				
MW OH	FULLER, GLENN H E000081	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	873.00	24-SEP		00019001	08/29/2024
				Check Total:	**873.00**				
MW OH	GALLANT, KAREN E000008	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019002	08/29/2024
				Check Total:	**527.78**				

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MW OH	GARNER, JO ANN E000047	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00019003	08/29/2024
				Check Total:	**185.39**				
MW OH	GARNER, KITTY E000080	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00019004	08/29/2024
				Check Total:	**870.44**				
MW OH	GRIMM, DENNIS L E000042	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	308.00	24-SEP		00019005	08/29/2024
				Check Total:	**308.00**				
MW OH	HOLTSCLAW, KATHERINE E000121	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00019006	08/29/2024
				Check Total:	**565.00**				
MW OH	IRVINE, SUZETTE E000019	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019007	08/29/2024
				Check Total:	**527.78**				
MW OH	JENKINS, ROBERT E000084	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	739.30	24-SEP		00019008	08/29/2024
				Check Total:	**739.30**				
MW OH	JOHNSON, SHARON E000099	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00019009	08/29/2024
				Check Total:	**185.39**				
MW OH	JONES, ROBERT E000053	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	184.72	24-SEP		00019010	08/29/2024
				Check Total:	**184.72**				
MW OH	JUAREZ, JANET E000134	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	184.72	24-SEP		00019011	08/29/2024
				Check Total:	**184.72**				

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MW OH	JUDD, TERRELL E000115	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00019012	08/29/2024
				Check Total:	**870.44**				
MW OH	KIRKLAND, RICHARD L E000110	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	184.72	24-SEP		00019013	08/29/2024
				Check Total:	**184.72**				
MW OH	LITTLE, DIANE M E000098	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	291.15	24-SEP		00019014	08/29/2024
				Check Total:	**291.15**				
MW OH	LOOMIS, CORINNE E000122	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00019015	08/29/2024
				Check Total:	**565.00**				
MW OH	LOWREY, B J E000041	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	308.00	24-SEP		00019016	08/29/2024
				Check Total:	**308.00**				
MW OH	MAERTZWEILER, MICHAEL E000032	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019017	08/29/2024
				Check Total:	**527.78**				
MW OH	MILANO, JAMES E000054	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019018	08/29/2024
				Check Total:	**527.78**				
MW OH	MILLER, RICHARD E000106	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	308.00	24-SEP		00019019	08/29/2024
				Check Total:	**308.00**				
MW OH	NAJERA, JOSEPH D. E000136	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00019020	08/29/2024
				Check Total:	**565.00**				

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MW OH	OLEA, ARLENE J E000014	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019021	08/29/2024
				Check Total:	**527.78**				
MW OH	PALMER, GEORGE E000094	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	873.00	24-SEP		00019022	08/29/2024
				Check Total:	**873.00**				
MW OH	PASCARELLA, RICHARD E000129	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	2,095.45	24-SEP		00019023	08/29/2024
				Check Total:	**2,095.45**				
MW OH	PASCUA, RAYNALD E000114	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,720.00	24-SEP		00019024	08/29/2024
				Check Total:	**1,720.00**				
MW OH	PASPALL, MIHAJLO E000085	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	526.44	24-SEP		00019025	08/29/2024
				Check Total:	**526.44**				
MW OH	PEREZ, ROBERT E000111	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	184.72	24-SEP		00019026	08/29/2024
				Check Total:	**184.72**				
MW OH	PICHON, WALTER E000103	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	291.15	24-SEP		00019027	08/29/2024
				Check Total:	**291.15**				
MW OH	PINEDA, MATEO E000127	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	492.58	24-SEP		00019028	08/29/2024
				Check Total:	**492.58**				
MW OH	PISCHEL, STEPHEN E000130	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00019029	08/29/2024
				Check Total:	**870.44**				

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MW OH	POINT, ERIC E000133	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	2,256.00	24-SEP		00019030	08/29/2024
				Check Total:	**2,256.00**				
MW OH	REDIFER, KIM R E000022	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	873.00	24-SEP		00019031	08/29/2024
				Check Total:	**873.00**				
MW OH	RENDEN, BRIAN E000083	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	526.44	24-SEP		00019032	08/29/2024
				Check Total:	**526.44**				
MW OH	REYES, ROGER T E000024	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019033	08/29/2024
				Check Total:	**527.78**				
MW OH	REYNOLDS, MATTHEW E000132	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00019034	08/29/2024
				Check Total:	**565.00**				
MW OH	RICE, RUSSELL J E000059	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,385.00	24-SEP		00019035	08/29/2024
				Check Total:	**1,385.00**				
MW OH	RIVERA, AIDA E000026	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00019036	08/29/2024
				Check Total:	**185.39**				
MW OH	ROACH, MICHAEL E000105	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,318.35	24-SEP		00019037	08/29/2024
				Check Total:	**1,318.35**				
MW OH	ROBB, SANDRA E000043	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00019038	08/29/2024
				Check Total:	**185.39**				

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MW OH	ROSE, RICHARD D E000050	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00019039	08/29/2024
				Check Total:	**870.44**				
MW OH	RUIZ, ARNULFO E000138	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,287.00	24-SEP		00019040	08/29/2024
				Check Total:	**1,287.00**				
MW OH	SALE, LEE R E000031	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019041	08/29/2024
				Check Total:	**527.78**				
MW OH	SANCHEZ, LAURA E000058	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00019042	08/29/2024
				Check Total:	**185.39**				
MW OH	SCHLIEDER, BEVERLY E000120	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00019043	08/29/2024
				Check Total:	**870.44**				
MW OH	SMITH, WARD E000128	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	284.75	24-SEP		00019044	08/29/2024
				Check Total:	**284.75**				
MW OH	SOTO, PHILIP J E000052	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019045	08/29/2024
				Check Total:	**527.78**				
MW OH	SPRAGUE, GARY A E000064	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,381.00	24-SEP		00019046	08/29/2024
				Check Total:	**1,381.00**				
MW OH	STEPHEN, JEFFREY E000119	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	870.44	24-SEP		00019047	08/29/2024
				Check Total:	**870.44**				

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MW OH	TAYLOR, DAVID M E000088	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	578.00	24-SEP		00019048	08/29/2024
				Check Total:	**578.00**				
MW OH	TAYLOR, LINDA E000126	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00019049	08/29/2024
				Check Total:	**565.00**				
MW OH	THOMANN, DARYLL L E000101	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019050	08/29/2024
				Check Total:	**527.78**				
MW OH	TRIFOS, WILLIAM E000104	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	873.00	24-SEP		00019051	08/29/2024
				Check Total:	**873.00**				
MW OH	VALENTINE, THOMAS E000118	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,879.80	24-SEP		00019052	08/29/2024
				Check Total:	**1,879.80**				
MW OH	VERSTYNEN, WILLIAM E000092	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	184.72	24-SEP		00019053	08/29/2024
				Check Total:	**184.72**				
MW OH	WAHL, KATHLEEN A E000030	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	185.39	24-SEP		00019054	08/29/2024
				Check Total:	**185.39**				
MW OH	WIEST, STEPHEN E000079	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	527.78	24-SEP		00019055	08/29/2024
				Check Total:	**527.78**				
MW OH	WORDEN, LARRY M E000116	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	578.00	24-SEP		00019056	08/29/2024
				Check Total:	**578.00**				

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MW OH	YAMAGUCHI, BRIAN E000123	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	1,174.90	24-SEP		00019057	08/29/2024
				Check Total:	**1,174.90**				
MW OH	ZINN, JOHN E000009	SEP MED INS REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETSEP24	565.00	24-SEP		00019058	08/29/2024
				Check Total:	**565.00**				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA PE8/17 PD8/23	0010-2189 Fire Association Dues	ACH082724	900.00	PR2401017		00019059	08/29/2024
				Check Total:	**900.00**				
MW OH	PLACENTIA POLICE V000839	PPFMA PE8/17 PD8/23	0010-2180 Police Mgmt Assn Dues	ACH082724	1,402.93	PR2401017		00019060	08/29/2024
				Check Total:	**1,402.93**				
MW OH	PLACENTIA POLICE V003519	PPOA PE8/17 PD8/23	0010-2178 Placentia Police Assoc Dues	ACH082724	3,239.40	PR2401017		00019061	08/29/2024
MW OH	PLACENTIA POLICE V003519	PPOA PE8/17 PD8/23	0078-2178 Placentia Police Assoc Dues	ACH082724	9.92	PR2401017		00019061	08/29/2024
				Check Total:	**3,249.32**				
MW OH	TK BURGERS CATERING V012667	10/8/2024 WELLNESS FAIR LUNCH	109595-6999 Other Expenditure	ACH082724	2,268.80	241008		00019062	08/29/2024
				Check Total:	**2,268.80**				
MW OH	CALIFORNIA PUBLIC V006234	SEP MEDICAL INS	395000-4715 ISF Health Ins Reimbursement	ACH090324	220,219.20	10000001764760		00019064	09/05/2024
MW OH	CALIFORNIA PUBLIC V006234	SEP MEDICAL INS	395083-5161 Health Insurance Premiums	ACH090324	15,766.39	10000001764760		00019064	09/05/2024
MW OH	CALIFORNIA PUBLIC V006234	SEP NON-PERS MEDICAL INS	395000-4715 ISF Health Ins Reimbursement	ACH090324	42,191.26	10000001764760		00019064	09/05/2024
MW OH	CALIFORNIA PUBLIC V006234	AUG FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	ACH090324	31,255.32	SEP 2024		00019064	09/05/2024

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MW OH	CALIFORNIA PUBLIC V006234	AUG FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	ACH090324	408.64	SEP 2024		00019064	09/05/2024
				Check Total:	**309,840.81**				
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE8/03 PD8/09	0010-2196 Garnishments W/H	ACH090324	823.09	PR2401016		00019065	09/05/2024
MW OH	WASHINGTON STATE V011597	WA CHILD SUPP PE8/17 PD8/23	0010-2196 Garnishments W/H	ACH090324	823.09	PR2401017		00019065	09/05/2024
				Check Total:	**1,646.18**				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0048-2140 Employee PERS W/H	ACH090324	82.80	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0037-2140 Employee PERS W/H	ACH090324	69.52	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0010-2140 Employee PERS W/H	ACH090324	142,970.39	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0033-2140 Employee PERS W/H	ACH090324	69.34	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0029-2140 Employee PERS W/H	ACH090324	10.13	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0040-2140 Employee PERS W/H	ACH090324	836.37	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0078-2140 Employee PERS W/H	ACH090324	201.43	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0054-2140 Employee PERS W/H	ACH090324	21.47	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0048-2145 Employee PERS Payback W/H	ACH090324	0.37	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0037-2145 Employee PERS Payback W/H	ACH090324	1.52	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC	PERS PE7/6 PD8/12	0010-2145	ACH090324	255.77	PR2401014		00019066	09/05/2024

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	V010053		Employee PERS Payback W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0054-2145 Employee PERS Payback W/H	ACH090324	0.87	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0029-2145 Employee PERS Payback W/H	ACH090324	0.22	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0010-2150 Survivor Benefit Package	ACH090324	160.92	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0040-2150 Survivor Benefit Package	ACH090324	0.93	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0037-2150 Survivor Benefit Package	ACH090324	0.07	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0054-2150 Survivor Benefit Package	ACH090324	0.01	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0078-2150 Survivor Benefit Package	ACH090324	0.12	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0029-2150 Survivor Benefit Package	ACH090324	0.02	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0048-2150 Survivor Benefit Package	ACH090324	0.10	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/6 PD8/12	0033-2150 Survivor Benefit Package	ACH090324	0.07	PR2401014		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0048-2145 Employee PERS Payback W/H	ACH090324	0.38	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0037-2145 Employee PERS Payback W/H	ACH090324	1.58	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0040-2150 Survivor Benefit Package	ACH090324	0.93	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0078-2150 Survivor Benefit Package	ACH090324	0.13	PR2401015		00019066	09/05/2024

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0048-2150 Survivor Benefit Package	ACH090324	0.14	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0029-2150 Survivor Benefit Package	ACH090324	0.12	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0033-2150 Survivor Benefit Package	ACH090324	0.07	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0037-2150 Survivor Benefit Package	ACH090324	0.10	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0010-2150 Survivor Benefit Package	ACH090324	152.89	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0010-2145 Employee PERS Payback W/H	ACH090324	256.56	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0029-2145 Employee PERS Payback W/H	ACH090324	0.23	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0040-2140 Employee PERS W/H	ACH090324	880.58	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0048-2140 Employee PERS W/H	ACH090324	111.11	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0033-2140 Employee PERS W/H	ACH090324	74.63	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0037-2140 Employee PERS W/H	ACH090324	87.74	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0010-2140 Employee PERS W/H	ACH090324	154,883.42	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0029-2140 Employee PERS W/H	ACH090324	62.23	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE7/20 PD 7/26	0078-2140 Employee PERS W/H	ACH090324	224.95	PR2401015		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC	PERS PE8/03 PD 8/09	0078-2140	ACH090324	224.95	PR2401016		00019066	09/05/2024

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	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0033-2140 Employee PERS W/H	ACH090324	74.63	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0037-2140 Employee PERS W/H	ACH090324	91.33	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0010-2140 Employee PERS W/H	ACH090324	150,736.79	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0029-2140 Employee PERS W/H	ACH090324	12.79	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0048-2145 Employee PERS Payback W/H	ACH090324	0.42	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0037-2145 Employee PERS Payback W/H	ACH090324	1.73	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0010-2145 Employee PERS Payback W/H	ACH090324	256.35	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0029-2145 Employee PERS Payback W/H	ACH090324	0.25	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0040-2140 Employee PERS W/H	ACH090324	880.58	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0048-2140 Employee PERS W/H	ACH090324	106.50	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0029-2150 Survivor Benefit Package	ACH090324	0.02	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0033-2150 Survivor Benefit Package	ACH090324	0.07	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0037-2150 Survivor Benefit Package	ACH090324	0.10	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0078-2150 Survivor Benefit Package	ACH090324	0.13	PR2401016		00019066	09/05/2024

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0010-2150 Survivor Benefit Package	ACH090324	163.65	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0040-2150 Survivor Benefit Package	ACH090324	0.93	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/03 PD 8/09	0048-2150 Survivor Benefit Package	ACH090324	0.13	PR2401016		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0048-2150 Survivor Benefit Package	ACH090324	0.25	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0078-2150 Survivor Benefit Package	ACH090324	0.13	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0033-2150 Survivor Benefit Package	ACH090324	0.10	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0037-2150 Survivor Benefit Package	ACH090324	0.10	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0040-2150 Survivor Benefit Package	ACH090324	0.93	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0010-2150 Survivor Benefit Package	ACH090324	154.72	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0029-2150 Survivor Benefit Package	ACH090324	0.01	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0010-2140 Employee PERS W/H	ACH090324	149,081.36	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0037-2140 Employee PERS W/H	ACH090324	88.49	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0048-2145 Employee PERS Payback W/H	ACH090324	0.42	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0037-2145 Employee PERS Payback W/H	ACH090324	1.73	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC	PERS PE8/17 PD8/23	0010-2145	ACH090324	256.35	PR2401017		00019066	09/05/2024

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	V010053		Employee PERS Payback W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0029-2145 Employee PERS Payback W/H	ACH090324	0.25	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0040-2140 Employee PERS W/H	ACH090324	880.58	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0029-2140 Employee PERS W/H	ACH090324	9.87	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0033-2140 Employee PERS W/H	ACH090324	118.55	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0048-2140 Employee PERS W/H	ACH090324	263.42	PR2401017		00019066	09/05/2024
MW OH	CALIFORNIA PUBLIC V010053	PERS PE8/17 PD8/23	0078-2140 Employee PERS W/H	ACH090324	224.95	PR2401017		00019066	09/05/2024
				Check Total:	**605,053.79**				
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE 8/3 PD8/9	0010-2196 Garnishments W/H	ACH090324	1,812.44	PR2401016		00019067	09/05/2024
MW OH	CALIFORNIA STATE V004813	CA CHILD SUPP PE 8/17 PD8/23	0010-2196 Garnishments W/H	ACH090324	1,812.44	PR2401017		00019067	09/05/2024
				Check Total:	**3,624.88**				
MW OH	EMPLOYMENT V010052	PE8/03 PD 8/10	0078-2135 Calif Income Tax W/H	ACH090324	38.04	PR2401016A		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/03 PD 8/10	0048-2135 Calif Income Tax W/H	ACH090324	26.60	PR2401016A		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/03 PD 8/10	0010-2135 Calif Income Tax W/H	ACH090324	40,314.90	PR2401016A		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/03 PD 8/10	0029-2135 Calif Income Tax W/H	ACH090324	3.07	PR2401016A		00019068	09/05/2024
MW OH	EMPLOYMENT	PE8/03 PD 8/10	0033-2135	ACH090324	35.41	PR2401016A		00019068	09/05/2024

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	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	PE8/03 PD 8/10	0037-2135 Calif Income Tax W/H	ACH090324	28.92	PR2401016A		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/03 PD 8/10	0040-2135 Calif Income Tax W/H	ACH090324	344.08	PR2401016A		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0010-2135 Calif Income Tax W/H	ACH090324	44,265.39	PR2401017		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0048-2135 Calif Income Tax W/H	ACH090324	109.70	PR2401017		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0040-2135 Calif Income Tax W/H	ACH090324	344.08	PR2401017		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0029-2135 Calif Income Tax W/H	ACH090324	4.24	PR2401017		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0033-2135 Calif Income Tax W/H	ACH090324	57.83	PR2401017		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0037-2135 Calif Income Tax W/H	ACH090324	28.08	PR2401017		00019068	09/05/2024
MW OH	EMPLOYMENT V010052	PE8/17 PD 8/23	0078-2135 Calif Income Tax W/H	ACH090324	38.04	PR2401017		00019068	09/05/2024
				Check Total:	**85,638.38**				
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0048-2110 Federal Income Tax W/H	ACH090324	67.18	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0078-2110 Federal Income Tax W/H	ACH090324	129.59	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0040-2110 Federal Income Tax W/H	ACH090324	475.36	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0029-2110 Federal Income Tax W/H	ACH090324	3.64	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE	FED TAX PE8/03 PD 8/10	0033-2110	ACH090324	107.57	PR2401016A		00019069	09/05/2024

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	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0037-2110 Federal Income Tax W/H	ACH090324	70.27	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0010-2110 Federal Income Tax W/H	ACH090324	100,911.09	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0010-2115 Employee Medicare W/H	ACH090324	14,173.34	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0048-2115 Employee Medicare W/H	ACH090324	9.27	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0078-2115 Employee Medicare W/H	ACH090324	10.03	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0037-2115 Employee Medicare W/H	ACH090324	8.54	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0040-2115 Employee Medicare W/H	ACH090324	85.24	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0029-2115 Employee Medicare W/H	ACH090324	1.20	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0033-2115 Employee Medicare W/H	ACH090324	7.51	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0010-2125 Employee Social Sec W/H	ACH090324	37.00	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0033-2120 Employer Medicare Payable	ACH090324	7.51	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0010-2120 Employer Medicare Payable	ACH090324	14,057.70	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0029-2120 Employer Medicare Payable	ACH090324	1.20	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0048-2120 Employer Medicare Payable	ACH090324	8.93	PR2401016A		00019069	09/05/2024

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MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0078-2120 Employer Medicare Payable	ACH090324	10.03	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0037-2120 Employer Medicare Payable	ACH090324	8.07	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/03 PD 8/10	0040-2120 Employer Medicare Payable	ACH090324	85.24	PR2401016A		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0078-2120 Employer Medicare Payable	ACH090324	10.02	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0029-2120 Employer Medicare Payable	ACH090324	1.20	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0040-2120 Employer Medicare Payable	ACH090324	85.24	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0010-2120 Employer Medicare Payable	ACH090324	14,520.78	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0048-2120 Employer Medicare Payable	ACH090324	24.98	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0037-2120 Employer Medicare Payable	ACH090324	7.81	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0033-2120 Employer Medicare Payable	ACH090324	11.85	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0010-2115 Employee Medicare W/H	ACH090324	14,634.42	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0048-2115 Employee Medicare W/H	ACH090324	25.20	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0078-2115 Employee Medicare W/H	ACH090324	10.02	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0037-2115 Employee Medicare W/H	ACH090324	8.12	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE	FED TAX PE8/17 PD 8/23	0040-2115	ACH090324	85.24	PR2401017		00019069	09/05/2024

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	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0033-2115 Employee Medicare W/H	ACH090324	11.85	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0029-2115 Employee Medicare W/H	ACH090324	1.20	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0010-2110 Federal Income Tax W/H	ACH090324	110,238.44	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0078-2110 Federal Income Tax W/H	ACH090324	129.59	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0040-2110 Federal Income Tax W/H	ACH090324	475.36	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0037-2110 Federal Income Tax W/H	ACH090324	68.10	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0048-2110 Federal Income Tax W/H	ACH090324	272.67	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0033-2110 Federal Income Tax W/H	ACH090324	170.78	PR2401017		00019069	09/05/2024
MW OH	INTERNAL REVENUE V010054	FED TAX PE8/17 PD 8/23	0029-2110 Federal Income Tax W/H	ACH090324	5.77	PR2401017		00019069	09/05/2024
				Check Total:	**271,074.15**				
MW OH	MISSION SQUARE 100091 V012393	401A PE8/3 PD8/9	0037-2170 Deferred Comp Payable - ICMA	ACH090324	29.31	PR2401016		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/3 PD8/9	0048-2170 Deferred Comp Payable - ICMA	ACH090324	11.30	PR2401016		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/3 PD8/9	0010-2170 Deferred Comp Payable - ICMA	ACH090324	2,994.32	PR2401016		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/3 PD8/9	0029-2170 Deferred Comp Payable - ICMA	ACH090324	1.32	PR2401016		00019070	09/05/2024
MW OH	MISSION SQUARE 100091	401 A PE8/3 PD8/9	0010-2170	ACH090324	10,911.38	PR2401016A		00019070	09/05/2024

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	V012393		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 100091 V012393	401A PE8/17 PD8/23	0010-2170 Deferred Comp Payable - ICMA	ACH090324	3,248.56	PR2401017		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/17 PD8/23	0029-2170 Deferred Comp Payable - ICMA	ACH090324	1.32	PR2401017		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/17 PD8/23	0033-2170 Deferred Comp Payable - ICMA	ACH090324	30.34	PR2401017		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/17 PD8/23	0037-2170 Deferred Comp Payable - ICMA	ACH090324	27.83	PR2401017		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	401A PE8/17 PD8/23	0048-2170 Deferred Comp Payable - ICMA	ACH090324	15.60	PR2401017		00019070	09/05/2024
MW OH	MISSION SQUARE 100091 V012393	402 A PE817 PD8/23	0010-2170 Deferred Comp Payable - ICMA	ACH090324	11,073.06	PR2401017A		00019070	09/05/2024
				Check Total:	**28,344.34**				
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0040-2170 Deferred Comp Payable - ICMA	ACH090324	300.00	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0010-2170 Deferred Comp Payable - ICMA	ACH090324	36,229.24	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0029-2170 Deferred Comp Payable - ICMA	ACH090324	1.00	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0033-2170 Deferred Comp Payable - ICMA	ACH090324	0.03	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0037-2170 Deferred Comp Payable - ICMA	ACH090324	16.38	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0048-2170 Deferred Comp Payable - ICMA	ACH090324	14.58	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/3 PD8/9	0078-2170 Deferred Comp Payable - ICMA	ACH090324	5.49	301387-PY2416		00019071	09/05/2024
MW OH	MISSION SQUARE 301387	MISSION SQ 301387 PE8/17 PD8/2	0037-2170	ACH090324	15.96	301387-PY2417		00019071	09/05/2024

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/17 PD8/2	0040-2170 Deferred Comp Payable - ICMA	ACH090324	300.00	301387-PY2417		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/17 PD8/2	0048-2170 Deferred Comp Payable - ICMA	ACH090324	14.03	301387-PY2417		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/17 PD8/2	0029-2170 Deferred Comp Payable - ICMA	ACH090324	1.00	301387-PY2417		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/17 PD8/2	0010-2170 Deferred Comp Payable - ICMA	ACH090324	35,469.43	301387-PY2417		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/17 PD8/2	0033-2170 Deferred Comp Payable - ICMA	ACH090324	0.03	301387-PY2417		00019071	09/05/2024
MW OH	MISSION SQUARE 301387 V012394	MISSION SQ 301387 PE8/17 PD8/2	0078-2170 Deferred Comp Payable - ICMA	ACH090324	5.49	301387-PY2417		00019071	09/05/2024

Check Total: **72,372.66**

Type Total: **1,442,148.06**

Check Total: **1,442,148.06**

Agenda Item No: 1.d

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Samantha Byfield

From: Public Works

Subject:
Award of Contract to Brennan Fire and Security, Inc., for Fire and Security Alarm Monitoring, Testing and Repairs

Financial Impact:
Fiscal Impact:
Expense: $ 38,010 Annual Contract Amount
$190,050 Five-Year Contract Total

Budget: $ 38,010 FY 2024-25 Operating Budget (103654-6127)

Summary:
The proposed agreement is for 24/7 monitoring and testing of the fire and security alarm systems in City buildings. The scope of work includes monthly monitoring and annual testing services along with hourly rates for extraordinary repairs and emergency response. Staff recommends that City Council award a five-year agreement to Brennan with an annual cost of $38,010 in an amount not-to-exceed $190,050. Award of this contract also authorizes an hourly rate for extraordinary repairs and emergency response.

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

1. Award a five-year Public Works Agreement to Brennan Fire and Security, Inc., for fire and security alarm monitoring, testing and repairs in an amount not-to-exceed $190,050; and
2. Authorize the City Administrator to approve contract change orders for an approximate 20% or $32,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents in a form approved by the City Attorney.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The Public Works Department is responsible for the maintenance of fire and security alarm systems within City buildings. This work involves monitoring alarm systems, annual testing as well as testing fire sprinkler systems every five years as required. The current contract expires

September 30, 2024. Bids for a new vendor were publicly solicited on June 27, 2024; however, no responsive bids were received. Following the formal procurement procedure, Staff informally solicited bids from three contractors. Bidders were asked to provide the cost for monthly monitoring, annual testing and five-year sprinkler testing. Additionally, bidders provided hourly labor rates and a material markup percentage to be applied to unanticipated repair work over the life of the agreement. The results from two bidders are included in the table below. After multiple requests, the third vendor did not submit an informal bid.

Contractor	Bid Amount for Annual Service	Labor Rates	Material Markup
Brennan Fire & Security, Inc.	$33,194	Normal Business Hours: $135 Emergency After Hours: $255	6%
JAM Fire Protection	$38,034	Normal Business Hours: $150 Emergency After Hours: $250	10%

After considering annual costs and the labor and material markup rates, the informal bid from Brennan was deemed the lowest. Staff recommends the City Council award a five-year Public Works Agreement to Brennan in an amount not-to-exceed $190,050. The total cost for five years of monitoring and testing is $158,050. The contract award amount provides for an approximate 20% contingency amount of $32,000 over the five-year agreement term or $6,400 per year to account for unanticipated repairs, labor and materials. The contingency amount is within the City Administrator award authority.

Costs for alarm monitoring and testing services have increased approximately 60% since the prior agreement went into effect in 2019 prior to the pandemic. A portion of the increase in costs in the proposed new agreement can be attributed to an update to the scope of work to increase the quantity of locations being monitored from 12 to 13 due to the new Evidence and Public Safety Building and to add five-year sprinkler testing. While there was only one additional building added to the total building count, there were multiple systems in the new Evidence and Public Safety Buildings which require additional monitoring and testing each year.

Fiscal Impact Summary:
The recommended actions will approve a five-year agreement with Brennan Fire and Security, Inc for a cumulative not-to-exceed contract amount of $190,050. Sufficient funds exist for the recommended actions. The future cost of the services will be proposed in the operating budgets for future fiscal years.

Attachments
Agreement - Brennan Fire Security Alarm Testing

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BRENNAN ESTIMATING SERVICES, INC dba BRENNAN FIRE AND SECURITY

THIS AGREEMENT is made and entered into this 3rd day of September, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Brennan Estimating Services, Inc dba Brennan Fire and Security, a California Fire and Security Alarm Monitoring corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide security and fire alarm system installation and maintenance services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Ninety Thousand, Fifty Dollars ($190,050), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

2.3. Method of Billing. Contractor shall submit invoices electronically within sixty (60) days of completed work to PW@placentia.org. Invoices received in excess of sixty (60) days after completion of work are subject to rejection. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date

of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on September 3rd, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record

for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Brennan Fire and Security
12540 E. Slauson Ave. Suite D
Santa Fe Springs, CA
Tel: 562-698-6500

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: 714-993-8212

Attn: Joseph Brennan, President

Attn: Samantha Byfield,
Public Works Manager

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or

employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute

such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent

this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT:

Joseph Brennan Sr. Date: 8/20/2024
Signature
Joseph Brennan Sr. President
Name and Title
45-4718832
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Samantha Byfield, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Christopher Tanio, Director of Public Works

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

Brennan Fire & Security, INC.
12540 Slauson Ave, Unit D
Santa Fe Springs, CA 90670

Date: July 30, 2024
JOSEPH BRENNAN

FIRE AND SECURITY ALARM MONITORING AND TESTING SERVICES

BID SCHEDULE

Location	Address	Equipment Type	Monthly Monitoring Cost	Quantity	Annual Cost
Aguirre Building	505 Jefferson St	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Backs Community Building	201 N. Bradford Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Champions Sports Complex	505 Jefferson St	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
City Corporate Yard	2999 E. La Jolla St	Vista 32 Burglary and Fire Panel	$48.00	12	$576.00
City Hall / Police Department	401 E. Chapman Ave	Intrusion System: Monitoring and MTC Cellular Backup Monitoring	$48.00	12	$576.00
Gomez Community Center	1701 Atwood Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Koch Recreation Center	2210 N. Valencia Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Kraemer Club House	116 N. Walnut Ave	Vista 32 Burglary and Fire Panel	$48.00	12	$576.00
Old City Hall/Fire Headquarters	120 S. Bradford Ave	Fire Panel – Potter RA – 6500 Radio – Napco StarLink	$48.00	12	$576.00
Police Department Evidence Building	2999 E. La Jolla St	Security – Napco GEM 1632 Fire Panel – Silent Night 6808 Radio - Napco StarLink	$96.00	12	$1152.00
Powell Building	143 S. Bradford Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Tynes Gymnasium	2101 N. Tuffree Blvd	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Whitten Community Center	900 S. Melrose Ave	Vista 32 Burglary and Fire Panel	$48.00	12	$576.00
Annual Fire Alarm Testing (per location)	All above locations		1650.00	13	$21,450.00

Sprinkler Testing

Location	Address	Cost
Whitten Community Center - Annual Sprinkler System Testing	900 S. Melrose Ave	$850.00
Police Evidence Building - Annual Sprinkler System Testing	2999 E. La Jolla St	$850.00
Whitten Community Center - Five Year Mainline Testing	900 S. Melrose Ave	$990.00
Police Evidence Building - Five Year Mainline Testing	2999 E. La Jolla St	$990.00

Labor Rates	Hourly Rate
Normal Business Hours	$135.00
Emergency After-Hours	$255.00

Material Markup Percentage
6%

TOTAL BID PRICE WRITTEN IN FIGURES: $ **$33,194.00**

TOTAL BID PRICE WRITTEN IN WORDS: Thirty Three thousand one hundred ninety four dollars and zero.

GENERAL PROVISIONS

SCOPE OF WORK

The City is soliciting bids to provide fire and security monitoring and testing services for a term of five years. Monitoring will include 24-hour a day services for all intrusion and fire alarm systems. Contractor shall provide the necessary, qualified personnel, vehicles and equipment to perform services, including but not limited to:

1. Annual testing for fire alarm system and in accordance with the National Fire Protection Association (NFPA) and the California Fire Code for fire monitoring. The monitoring component of these services shall include system signals including but not limited to, fire, security, panic and low battery

2. Monitoring shall include 24-hour per day, seven days per week central station monitoring of fire and security alarm systems regardless of brand. Monitoring shall include 24-hour immediate notification to City of Placentia Police Emergency Dispatch, Public Works Superintendent, Public Works Supervisor and Public Works Standby Personnel.

3. Monitoring station must be Underwriter Laboratories (UL) listed and certified. The contractor will provide dispatching special instructions as required, as well as provide the City with control of code management and contact lists. Contractor will provide reports to the City that include number of people to contact, alarm reports, alarm verification and others as determined by the City. Contractor will maintain history, reports and logs for easy retrieval for a period of at least three months and archive history, reports and logs for a period of at least five years.

4. The contractor shall conduct yearly fire testing for City buildings which shall include full documentation of the inspection, deficiencies identified, and any actions taken or scheduled as a result of the preventative maintenance inspection. Inspection includes smoke detectors and security sensors at no extra charge to the City.

5. Contractor shall conduct annual sprinkler inspection at the Whitten Community Center and Police Evidence Building. Every five years Contractor shall conduct mainline testing at these locations.

6. Contractor shall respond to on-call maintenance and repair requests of the intrusion alarm, key entry, fire and security systems and components.

The work may include, but is not limited to, updating existing intrusion alarm control panels/communicators and associated control equipment, power supplies and standby batteries and chargers, intrusion system keypads, motion detectors, audible devices, and door alarms as directed by the City. The annual required testing of the fire alarm panels, and equipment shall be in accordance with all applicable regulations and requirements, including but not limited to, NFPA test methods and International Fire Code Chapter 1, Section 107.

Labor costs for any repair service calls during the term of the contract shall be at the hourly rate quoted in the bid proposal for work completed during regular business hours and after-hours emergency response. Costs for repairs shall be billed on a time and materials basis, with the markup percentage indicated in the bid proposal which shall not exceed a maximum of 15 percent. Evidence of material purchased must be provided with all invoices. The time computed to determine the total hours spent on repairs shall begin upon arrival to the job site and will not include drive time, vehicle charges nor gas charge. All repairs shall be invoiced separately upon approval of the Public Works Supervisor. Response time from the time a service request call is placed to Contractor shall not exceed 60 minutes.

7. Cataloging: Within three months of award of contract, Contractor shall provide a review of each facility and catalog, the security alarm components with appropriate identifying information including but not limited to control panel/communicator, intrusion system keypads, motion detectors, audible devices, and door alarms in a form acceptable to the City. The contractor shall provide an electronic copy of the catalog to the City and maintain the catalog current throughout the term of the contract. The catalog shall be the sole property of the City and all copies of the catalog shall be provided to the City upon written demand and none retained by the Contractor in any form.

8. The contractor shall provide recommendations and associated costs for upgrades to equipment and systems where appropriate.

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

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

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

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

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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
Patriot Risk & Insurance Services
18952 MacArthur Blvd., Suite #300
Irvine, CA 92612

www.patrisk.com 0K07568

CONTACT NAME: Annette Romero
PHONE (A/C, No, Ext): 949-486-7904 **FAX (A/C, No):**
E-MAIL ADDRESS: aromero@patrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co (A XIII)	44520
INSURER B : California Automobile Insurance Company (A XIV)	38342
INSURER C : Insurance Company of the West (A XII)	27847
INSURER D : Peleus Insurance Company (A XIV)	34118
INSURER E :	
INSURER F :	

INSURED
Brennan Estimating Services, Inc.
DBA: Brennan Fire and Security
12540 E Slauson Avenue, Suite 'D'
Santa Fe Springs CA 90670

COVERAGES **CERTIFICATE NUMBER:** 80812346 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	GLO107163	7/3/2024	7/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	A040000089973	7/3/2024	7/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			E0131142	7/3/2024	7/3/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WSD505781503	10/24/2023	10/24/2024	✓ 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
D	Professional Liability			CTR 000445404	7/3/2024	7/3/2025	Each Claim: $2,000,000	

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

The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Named Insured pursuant to it's contract with the City; products & completed operations of the named insured; premises owned, occupied or used by the Named Insured; automobiles owned, leased, hired, or borrowed by the Named Insured. This insurance coverage shal be primary insurance as respects the City of Placentia, its officers, officials, agents, employees
***SEE ATTACHED ADDENDUM *30-day notice of cancellation/10-days for non-payment of premium.

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
Dave Jacobson

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Patriot Risk & Insurance Services	Brennan Estimating Services, Inc. DBA: Brennan Fire and Security 12540 E Slauson Avenue, Suite 'D' Santa Fe Springs CA 90670
POLICY NUMBER GLO107163	
CARRIER / **NAIC CODE** Crum & Forster Specialty Insurance Co (A XIII) / 44520	**EFFECTIVE DATE:** 7/3/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: City of Placentia Attn: City Administrator
ADDRESS: 401 E. Chapman Placentia CA 92870

This insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees & volunteers. Any other insurance maintained by the City of Placentia shall be excess & not contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for 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:**

   The most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement you have entered into with the additional insured; or

   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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 this 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 prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Placentia Attn: City Administrator 401 E. Chapman Placentia CA 92870 The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Named Insured pursuant to it's contract with the City; products & completed operations of the named insured; premises owned, occupied or used by the Named Insured; automobiles owned, leased, hired, or borrowed by the Named Insured. This insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees and volunteers. Any other insurance maintained by the City of Placentia shall be excess & not contributory.
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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BUSINESS AUTO COVERAGE FORM

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

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

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

II. EMPLOYEES AS INSUREDS

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

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

III. AUTOMATIC ADDITIONAL INSURED

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

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

IV. EMPLOYEE HIRED AUTO LIABILITY

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

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

V. SUPPLEMENTARY PAYMENTS

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

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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VI. FELLOW EMPLOYEE COVERAGE:

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

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

VII. ADDITIONAL TRANSPORTATION EXPENSE

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

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

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

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

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

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X. LOAN/LEASE GAP COVERAGE

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

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

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

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

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

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

XII. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

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XIV. WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

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

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

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

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

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

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

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

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

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XVIII. HIRED AUTO - COVERAGE TERRITORY

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

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

Policy Number: WSD505781503

Insured: Brennan Estimating Services, Inc.
DBA: Brennan Fire and Security

Endorsement Effective: 10/24/2023

Coverage Provided by: Ins Co of the West

Issue Date: 7/2/2024

Countersigned by:

Agenda Item No: 1.e

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Jeannette Ortega

From: Administrative Services

Subject:

Consideration of a Resolution Adopting Development Agreement and Affordable Housing Covenants No. DA-2024-01 with Homeless Intervention Services of Orange County for Permanent Local Housing Allocation Funding in the Amount of $39,500 for the Detached Accessory Dwelling Unit located at 913 N. Bradford Avenue (APN 339-283-17)

Financial Impact:

Fiscal Impact: The City has received an cumulative allocation of $1,100,087 over the last 5 years from Permanent Local Housing Allocation (PLHA) funds from the State of California. Approximately $686,015 is allocated to the North SPA and $414,072 are the remaining funds for the City to use for housing-related projects and programs that assist in addressing the unmet housing needs of Placentia, including persons experiencing or at risk of homelessness. The total funding request by HIS-OC to the City is $39,500. The City has sufficient funds from PLHA to fulfill their funding request in the amount to of $39,500 for the ADU expansion project.

Summary:

Homeless Intervention Services of Orange County (HIS-OC) has been helping unhoused and housing-insecure families since 1989. The organization began with a vision that Placentia Presbyterian Church had by advocating for a local family living in a park. They purchased a farmhouse neighboring their church, which became HIS House, a transitional shelter for underprivileged, unhoused families.

In 2023, HIS-OC partnered with University of California Irvine (UCI) and Orange Coast College to design and construct a 781-square foot detached Accessory Dwelling Unit (ADU) at no cost to HIS-OC. The ADU was designed by Danielian Associates and was constructed offsite. The ADU was displayed at the Orange County Fairgrounds for its sustainable development, built with metal studs and other energy saving measures, which results in “net zero” greenhouse gas emissions. Upon completion, the ADU will help expand HIS-OC’s shelter capacity for transitional-aged youth population ages 18-24 years.

On March 5, 2024, the Development Services Department approved the ADU and the ADU construction plans were also approved by the Building Division. The ADU has been moved and placed on a permanent foundation by a crane, “assembled” directly behind the 913 N. Bradford Avenue. The total cost to complete the ADU and tie into utilities is $234,093. HIS-OC has been accepting donations and fundraising and have thus far raised $100,000. In addition, they have recently received $75,400 through a dedicated funding effort. HIS-OC will also be

allocating an additional $19,193 from their financial reserves. This leaves a remaining $39,500 shortfall. On July 31, 2024, HIS-OC submitted a letter to the City requesting $39,500 to complete this ADU expansion and provide participants shelter before the cold weather and holiday season.

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

1. Approve Resolution No. R-2024-62, a Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
2. Adopt Resolution No. R-2024-63, a Resolution of the City Council of the City of Placentia, California, approving a Development Agreement and Affordable Housing Covenants No. DA-2024-01 with Homeless Intervention Services of Orange County for Permanent Local Housing Allocation funding in the amount of $39,500 for the detached Accessory Dwelling Unit located at 913 N. Bradford Avenue (APN 339-283-17); and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal to Promote Community and Economic Development under Objective #3.10, which is implementation of Housing Element strategies, Objective #3.11, which is to secure funding to address homeless, and Objective #3.12, which is to secure funding to address affordable housing.

Discussion:
Homeless Intervention Services of Orange County (HIS-OC) has been helping unhoused and housing-insecure families since 1989. The organization began by a vision that Placentia Presbyterian Church had by advocating for a local family living in a park. They purchased a farmhouse neighboring their church, which became HIS House, a transitional shelter for underprivileged, unhoused families. For almost 35 years, their transitional housing program has continued to grow and provide comprehensive wraparound services for families, including:

- The transitional house consists of a private bedroom for each family; the rest of the home is shared living.
- On-site weekly Case Management.
- Job skills and placement assistance.
- Connections to physical and mental health services.
- Documentation assistance.
- Family reunification.
- Parenting classes.
- Financial literacy classes.

After 30 years in operation, thousands of people served, and numerous additions to the house, in 2020, HIS House became its own 501 (c)(3) nonprofit to expand services beyond the transitional shelter. Their new name is Homeless Intervention Services of Orange County (HIS-OC).

In 2023, HIS-OC partnered with UCI and Orange Coast College to design and construct a 781-square foot detached Accessory Dwelling Unit (ADU) at no cost to HIS-OC. The ADU was

designed by Danielian Associates and was constructed offsite. The ADU was displayed at the Orange County Fairgrounds for its sustainable development, built with metal studs and other energy saving measures, that results in “net zero” greenhouse gas emissions. Upon completion, the ADU will help expand HIS-OC’s shelter capacity for transitional-aged youth population ages 18-24 years.

On March 5, 2024, the Development Services Department approved the ADU and the ADU construction plans were also approved by the Building Division. The ADU has been moved and placed on a permanent foundation by a crane, “assembled” directly behind the 913 N. Bradford Avenue. The total cost to complete the ADU and tie into utilities is $234,093. HIS-OC has been accepting donations and fundraising and have thus far raised $100,000. In addition, they have recently received $75,400 through a dedicated funding effort. HIS-OC will also be allocating an additional $19,193 from their financial reserves. This leaves a remaining $39,500 shortfall. On July 31, 2024, HIS-OC submitted a letter to the City of Placentia requesting $39,500 to complete this ADU expansion and provide participants shelter before the cold weather and holiday season.

The City has received an allocation of $1,100,087 in Permanent Local Housing Allocation (PLHA) funds from the State of California. Approximately $686,015 is allocated to the North SPA and $414,072 are the remaining funds for the City to use for housing-related projects and programs that assist in addressing the unmet housing needs of Placentia, including persons experiencing or at risk of homelessness.

The California Health and Safety Code Section 50470 states the following:

(D) The moneys in the (PLHA) fund allocated to local governments may be expended for the following purposes:

(ii) Affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas.

(vi) Assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

The City Attorney Office’s concludes that based upon this determination, it appears that PLHA funding can be applied to the ADU expansion project by HIS-OC.

In addition, Labor Code §1720 basically states that any project funded in whole or in part with public funds, must pay prevailing wages, unless there is an exception. The only possible exception is under Labor Code § 1720(c)(5)(D) which states:

“(5) Unless otherwise required by a public funding program, the construction or rehabilitation of privately owned residential projects is not subject to this chapter if one or more of the following conditions are met:

(D) The project consists of new construction, expansion, or rehabilitation work associated with a facility developed by a nonprofit organization to be operated on a not-for-profit basis to provide emergency or transitional shelter and ancillary services and assistance

to homeless adults and children. The nonprofit organization operating the project shall provide, at no profit, not less than 50 percent of the total project cost from nonpublic sources, excluding real property that is transferred or leased. Total project cost includes the value of donated labor, materials, and architectural and engineering services."

Pursuant to Department of Industrial Relations determinations, in order for the exemption to apply, they need to be a non-profit and operate the facility for no profit.
The individuals residing in the project need to be homeless.
The facilities also need to be transitional and not permanent residences.

The City Attorney Office's concludes that if they meet all the above in the exception, then they may be exempted.

Fiscal Impact Summary:
The City has received an allocation of $1,100,087 in Permanent Local Housing Allocation (PLHA) funds from the State of California. Approximately $686,015 is allocated to the North SPA and $414,072 are the remaining funds for the City to use for housing-related projects and programs that assist in addressing the unmet housing needs of Placentia, including persons experiencing or at risk of homelessness. The total funding request by HIS-OC to the City is $39,500. Based upon the aforementioned information, the City has sufficient funds from PLHA to fulfill their funding request for the ADU expansion project.

Attachments
HIS OC Funding Letter Request 7.31.2024.pdf
Development and Affordable Covenant.docx
Attach 3 Resolution R-2024- HIS OC DA KJS changes.docx
Attachment_2_-_Budget_Amendment_Resolution-_HIS-OC_PLHA_Funding.docx

HIS OC
Homeless Intervention Services of OC

www.HIS-OC.org

Damien Arrula
City Administrator
401 E Chapman
Placentia, CA 92870

July 31, 2024

Re: ADU Expansion Project Funding Request

Dear Damien Arrula,

I am writing on behalf of Homeless Intervention Services of Orange County (HIS-OC) to seek your support for our Accessory Dwelling Unit (ADU) expansion project in Placentia, California. This critical initiative aims to provide additional housing for our community's most vulnerable population: Transitional—Youth (TAY) aged 18-24. The total cost of the ADU expansion project is estimated at $234,093.00. HIS-OC has pledged $100,000.00 towards this project, demonstrating our commitment to addressing the housing crisis for at-risk youth in our area. Furthermore, we have successfully raised an additional $75,400.00 through dedicated fundraising efforts. However, we still have a funding gap of $58,693.00 to reach our total project cost.

HIS-OC is prepared to allocate an additional $19,193.00 from our financial reserves to further support this initiative. This leaves us with a remaining need of **$39,500.00**. We are reaching out to you with a heartfelt request that you consider donating this remaining need so that we may complete this project before year's end, ensuring we can get participants in before the cold weather and holiday seasons.

The successful completion of this project will enable us to add up to 10 more beds, significantly increasing our capacity to serve the TAY population. These young individuals are at a critical stage in their lives and often face numerous challenges, including homelessness and lack of support. Expanding our facilities aims to provide them with a safe and supportive environment that fosters stability, growth, and self-sufficiency.

Your contribution would help us reach our funding goal and make a tangible difference in the lives of these young people. We believe that every youth deserves the opportunity to thrive, and with your support, we can make this a reality for more needy individuals.

Thank you for considering our request. We would be delighted to discuss this project further and explore how your support can significantly impact it. Don't hesitate to contact me at 714-595-0771 or christine@his-oc.org if you have any questions or require additional information.

Sincerely,

Christine Stelling
Executive Director
Homeless Intervention Services of Orange County
907 N Bradford, Placentia CA 92870

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO: CITY OF PLACENTIA 401 E. Chapman Avenue Placentia, CA 92870 Attn: City Clerk APN: Address:	
EXEMPT FROM RECORDING FEE PER GOV. CODE § 27383	SPACE ABOVE FOR RECORDER USE

DEVELOPMENT AGREEMENT
AND AFFORDABLE HOUSING COVENANTS NO. 2024-01

THIS DEVELOPMENT AGREEMENT AND AFFORDABLE HOUSING COVENANTS ("Agreement") is entered into this 17th day of September 2024 ("Effective Date") by and between the City of Placentia, a California charter city and municipal corporation ("City") and Homeless Intervention Services of Orange County, a California non-profit, public benefit corporation ("Developer").

RECITALS

A. Developer is in the process of obtaining entitlements from the City for its Accessory Dwelling Unit expansion project ("Project") located at 913 N. Bradford Avenue, Placentia, California, Assessor's Parcel Number 339-283-17 and legally described in Exhibit "A" attached hereto and incorporated herein by reference ("Property"). The Project aims to provide additional housing for the community's most vulnerable population: transitional youth aged 18-24. This type of housing is scarce and much needed within the community.

B. The City is a recipient of Permanent Local Housing Allocation funds from the State of California ("PLHA"). Under PLHA, subject to specific requirements, the funds can be used for, among other things:

i. affordable rental and ownership housing that meets the needs of a growing workforce earning up to 120 percent of area median income, or 150 percent of area median income in high-cost areas; or

ii. assisting persons who are experiencing or at risk of homelessness, including providing rapid rehousing, rental assistance, navigation centers, emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

C. The Project falls within parameters for the use of PLHA funds. In order to complete its Project, Developer is requesting from the City the sum of $39,500, which is less than 20% of the overall Project costs. The City is willing to provide such financial assistance to provide transitional housing to vulnerable youths in the community.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the City and the HIS-OC, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Affordable Rent** means either a unit being rented to low-income, very low-income or extremely low-income households (as said terms are defined in the PLHA Guidelines), that complies with the Multifamily Housing Program guidelines Section 7312 and the Section 7301 definition of "Affordable Rent," or a unit being rented to moderate-income households, that is available at a gross rent, including a utility allowance, that does not exceed 30 percent of the applicable income eligibility level, and complies with the definition of moderate-income in the PLHA Guidelines.

1.2 **Affordable Unit** means one of rental units offered by Developer to be rented to an Eligible Tenant at an Affordable Rent.

1.3 **California Health and Safety Code** ("HSC") Section 50093 provides definitions of household income and affordable housing costs that are used in this Agreement.

1.4 **City** means the City of Placentia, California.

1.5 **Developer** means Homeless Intervention Services of Orange County, a California non-profit, public benefit corporation.

1.6 **Eligible Household** means a household for which gross household income does not exceed the applicable maximum income level for an extremely low-, very low-, low- or moderate-income household as set HCD.

1.7 **Eligible Tenant** means a prospective Tenant who meets the eligibility criteria for an extremely low-, very low-, low- or moderate-income tenant of an Affordable Unit as set forth in HSC Section 50093.

1.8 **HCD** means the California Department of Housing and Community Development.

1.9 **PLHA** means Permanent Local Housing Allocation program administered by HCD.

1.10 **PLHA Guidelines** means those guidelines published by the HCD, as the same are amended from time to time in connection with the Permanent Local Housing Allocation.

1.11 **Project** means the development of housing for the community's most vulnerable population: transitional youth aged 18-24, on the Property.

1.12 **Property** means the real property located at 913 N. Bradford Avenue, Placentia, California, on which the Project is to be developed.

1.13 **Rent** means the total of monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities, including parking; any separately charged fees or service charges assessed by the Developer which are required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than the Developer, and paid by the Tenant.

1.14 **Tenant** means a household occupying a Unit.

1.15 **Term** means the term of this Agreement, which shall commence on the Effective Date and shall continue for 55 years after the issuance of a Certificate of Occupancy for the Project. These deed restrictions and covenants running with the land shall remain in force and effect, in perpetuity, without regard to any transfer of ownership by the Developer.

1.16 **Unit** means one of the units on the Property.

ARTICLE 2 AFFORDABLE HOUSING COVENANTS

2.1 **Affordable Housing Covenant**. For a period of 55 years, the Developer covenants and agrees that an Affordable Unit reserved for Eligible Tenants and/or Eligible Households will be at an Affordable Rent whose Gross Income at the time of initial occupancy of an Affordable Unit does not exceed the household income qualification limits as set by the PLHA Guidelines, HCD and HSC. This covenant and agreement shall run with the land and be binding on the Developer and its successors in interest. Developer, and its successors in interest , shall be responsible for all management functions with respect to the Property and the Project, including, without limitation, the selection of Eligible Households, and certification and recertification of household income and eligibility.

2.2 **Occupancy Requirements**. The Units shall be occupied by Eligible Tenants meeting the income requirements and in a manner that complies with the PLHA Guidelines, HCD and HSC.

2.3 **Leasing of Affordable Units**. Each of the Affordable Units shall be leased to an Eligible Tenant at an Affordable Rental rate as set forth in the PLHA Guidelines, HCD and HSC and consistent with this Agreement. The Developer shall not permit a household or tenant to occupy an Affordable Unit unless the household or tenant is determined to be an Eligible Tenant or Eligible Household. Any attempted assignment or assignment, sublease or attempted sublease,

license or attempted license of such an Affordable Unit to anyone except an Eligible Household or Eligible Tenant shall be made a material default under any lease and this Agreement.

2.4 **Income Verification**. The Developer shall make a good faith effort to verify and document that the income statement provided by applicants for an Affordable Unit is accurate by taking at least two (2) or more of the following steps as a part of the Developer's verification process:

a. Obtain a minimum of the three (3) most current pay stubs and/or obtain a verification of income from the applicant's and household members current employer(s) for all adults aged eighteen (18) or older who are employed;

b. Obtain an income tax return from the applicant and household members for the most recent tax year;

c. Obtain the three (3) most current savings and checking account(s) bank/financial institution statements from the applicant and each household member;

d. Obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant or household member receives assistance from either of such agencies;

e. If the applicant or household member is unemployed and has no such tax return, obtain another form of independent verification.

Developer shall maintain on file, immediately prior to initial occupancy and annually thereafter, income statement certifications for each tenant renting any of the Affordable Units.

2.5 **Selection of Eligible Tenants**. Developer shall, at its sole cost and expense, conduct all procedures and comply with all requirements in this Agreement in selecting Eligible Tenants for an Affordable Unit. If a prospective renter qualifies as an Eligible Tenant, the Eligible Tenant shall be required to execute a lease agreement for the Affordable Unit.

2.6 **Documentation**. The Developer, or its successor in interest, shall provide the City with all documentation required pursuant to this Agreement. Developer shall obtain from each household prior to initial occupancy of an Affordable Unit, and on every anniversary thereafter, a written certificate containing at least all the following, in such format and with such supporting documentation, as City and Developer may reasonably require:

a. The identity of each household member;

b. The number of household members; and

c. The total gross household income (i.e., inclusive of all household members' individual income).

Developer shall retain such certificates for not less than five (5) years, and upon City's request, shall provide copies of such certificates to City and make the originals available for City inspection.

2.7 **City Approval of Eligible Tenant**. The Developer shall not lease an Affordable Unit to an Eligible Tenant or Eligible Household unless and until the City has reviewed and approved the renter as an Eligible Tenant for an Affordable Unit.

2.8 **Certified Annual Report**. By not later than July 15th of each year during the term of this Agreement, Developer shall submit an annual report to the City ("Annual Report") for the prior calendar or portion of any prior calendar year that the Affordable Units start or cease being required under the terms of this Agreement with a certification that the Project complies with this Agreement, PLHA Guidelines and HCD requirements. The Annual Report shall, at a minimum, include the following information for each Affordable Unit in the Project: (i) unit number; (ii) number of bedrooms; (iii) current rent and other charges; (iv) dates of any vacancies during the previous year; (v) number of people residing in the unit; (vi) total gross household income of all residents living in the unit; and (vii) documentation of source of household income including if applicable, place of any employment.

Developer shall include with the Annual Report, an income recertification for each household, documentation verifying Eligible Household eligibility, and such additional information as City may reasonably request from time to time in order to demonstrate compliance with this Agreement. The Annual Report shall conform to the format requested by City.

2.9 **Enforcement of Affordable Housing Covenants Declaration**. Developer irrevocably stipulates and agrees that breach of the Affordable Housing Covenants in this Article 2 either by the Developer or its successors in interest will result in great and irreparable damage to the City, and will result in damages to the City that are either impracticable or extremely difficult to quantify. Accordingly, upon such a breach of these Affordable Housing Covenants set forth in this Article 2, the City may institute an action for injunctive relief and/or specific performance for the remedy of such breach.

ARTICLE 3 DEFAULT

3.1 **Default**. If Developer defaults with regard to any provision of this Agreement, the City shall serve written notice of such default upon Developer. If, after the service of written notice of such default, the Developer does not cure such default within thirty (30) calendar days after service of the notice of default (or, if such cure reasonably takes longer than thirty (30) days, if such cure has not been commenced within the thirty (30) day period or is not diligently completed within a reasonable time thereafter), Developer shall be in default of the terms of this Agreement, and shall be liable to the City for damages caused by such default. Alternatively, the City, at its option, may institute of the terms of this Agreement with respect to any default not cured within the above-described period.

3.2 **Legal Actions**. In addition to any other rights or remedies, the City may, at its option, institute legal action to cure, correct or remedy any default, including an action for specific

performance, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement.

3.3 **Choice of Law/Venue**. Any legal action or proceeding concerning this Agreement shall be filed and prosecuted in the appropriate State of California court in Orange County, California. Each Party hereto irrevocably consents to the personal jurisdiction of that court. The City and Developer each hereby expressly waive the benefit of any provision of federal or state law or judicial decision providing for the filing, removal, or change of venue to any other court or jurisdiction, including without implied limitation, federal district court due to any of the following: (a) any diversity of citizenship between the City and Developer; or (b) the fact that the City is a party to such action or proceeding; or (c) that a federal question or federal right is involved or alleged to be involved.

3.4 **Attorneys' Fees**. In any action brought to enforce this Agreement, the prevailing party shall be entitled to all costs and expenses of suit, including attorney's fees.

3.5 **Rights and Remedies are Cumulative**. 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.

ARTICLE 4 GENERAL PROVISIONS

4.1 **Maintenance of the Property**. Developer agrees to maintain all interior and exterior improvements, including landscaping, on the Property in good condition and repair (and, as to landscaping, in a healthy condition, subject to state and local drought restrictions) and in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials.

4.2 **No Third-Party Beneficiaries**. The performance of the obligations under this Agreement are not intended to benefit any party other than the City or Developer. No person or entity not a signatory to this Agreement shall have any rights or causes of action against any Party to this Agreement as a result of that Party's performance or non-performance under this Agreement, or for the enforcement of any provisions of this Agreement.

4.3 **Entire Agreement**. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto. This Agreement supersedes all negotiations or previous agreements between the Parties with respect to all or any portion of the Property and the Project thereon.

4.4 **Non-Discrimination**. There shall be no discrimination against or segregation of any person or group of persons, on account of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military

and veteran status, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Affordable Unit nor shall Developer or any person claiming under or through Developer, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Affordable Unit. Developer shall market units in accordance with the HUD-approved affirmative fair housing marketing plan and all federal, state, or local fair housing and equal opportunity requirements.

4.5 **Non-liability of City or City Officials and Employees**. The City, its council members, officers, agents and employees, shall not be personally liable to Developer for any obligation created under the terms of this Agreement except in the case of actual fraud, willful misconduct or sole gross negligence by such person.

4.6 **Prevailing Wage**. This Project may be deemed a public work as defined in California Labor Code Section 1720. Developer shall make its own determination whether it is subject to prevailing wage laws. Developer shall indemnify and hold the City harmless should it be determined that prevailing wage laws apply.

4.7 **Indemnification**. Developer shall, at its expense, defend, indemnify, and hold harmless the City and its officers, agents, employees and representatives harmless from any and all losses, liabilities, claims, lawsuits, causes of action, judgments, settlements, court costs, attorneys' fees, and other legal expenses, and other damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission (where there was a duty to act) of Developer or its agents, employees, contractors and subcontractors of any tier and employees thereof in connection with or arising from Developer's performance or failure to perform its obligations under this Agreement, Developer's ownership or operation of the Project, or the development of the Project, except and to the extent any such loss, liability, claim, lawsuit or other damage arises from the sole negligence or willful misconduct of the City or its officers, agents, employees or representatives.

Further, Developer shall defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of this Agreement, or the process followed. Developer shall further defend, indemnify, and hold harmless the City from and against any and all claims, damages, demands, suits and/or proceedings of any kind brought by anyone challenging the validity and/or legality of Developer's planned development of the Property, including any and all challenges to any permits and/or approvals that may or may not be granted by the City for the development of the Property.

4.8 **Term**. The provisions of this Agreement shall apply to the Property for the entire Term. This Agreement shall bind any successor, heir or assign of Developer, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the City.

4.9 **Transfer and Encumbrance of Property**. Except as otherwise provided herein, Developer shall not make or permit any sale, assignment, conveyance, lease (other than the rental of the Affordable Units to Eligible Tenants), or transfer of the Property or any part thereof, without the prior written consent of the City during the Term of this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

4.10 **Covenants to Run With the Land**. The City and Developer hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall run with the land, and shall bind all successors in title to the Property, provided, however, that on the expiration of the Term of this Agreement said covenants and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, shall be held conclusively to have been executed, delivered and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the City expressly releases such conveyed portion of the Property from the requirements of this Agreement.

4.11 **No Waiver**. Failure to insist upon strict compliance with any of the terms, covenants, conditions and restrictions hereof on any one occasion shall not be deemed a waiver of such term, covenant, condition or restriction. Any waiver or relinquishment of rights or powers hereunder at any one or more times shall not be deemed a waiver or relinquishment of such rights or powers at any other time or times.

4.12 **Notices**. Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

Developer:
Homeless Intervention Services of Orange County
P.O. Box 1293
Placentia, California 92871
Attn: Christine C. Stellino

City: City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
Attn: City Administrator

Such addresses may be changed by notice to the other party given in the same manner as provided above.

4.13 **Severability**. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement shall not in any way be affected or impaired thereby.

4.14 **Consent and Approvals**. Any consent or approval by the City or Developer required under this Agreement shall not be unreasonably delayed or withheld, unless otherwise provided in this Agreement. Any approval required under this Agreement shall be in writing and executed by an authorized representative of the party granting the approval.

4.15 **City Actions**. All references in this Agreement to City action (including approvals, consents or extensions of time) shall mean action by the City Administrator or the City Administrator's designee.

4.16 **Multiple Originals; Counterparts**. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

[Signatures on following page.]

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

HOMELESS INTERVENTION SERVICES
OF ORANGE COUNTY

By:_____
Name
Its:

By:_____
Name
Its:

CITY OF PLACENTIA

By:_____
Damien R. Arrula
City Administrator

ATTEST:

By:_____
Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

By:_____
Christian L. Bettenhausen
City Attorney

EXHIBIT “A”
LEGAL DESCRIPTION

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

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

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

RESOLUTION NO. R-2024-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A DEVELOPMENT AGREEMENT AND AFFORDABLE HOUSING COVENANTS NO. DDA-2024-01 WITH HOMELESS INTERVENTION SERVICES OF ORANGE COUNTY FOR PERMANENT LOCAL HOUSING ALLOCATION FUNDING IN THE AMOUNT OF $39,500 FOR THE DETACHED ACCESSORY DWELLING UNIT LOCATED AT 913 N. BRADFORD AVENUE (APN 339-283-17)

A. Recitals.

(i) Homeless Intervention Services of Orange County ("HIS-OC:) has been helping unhoused families since 1989 by providing comprehensive wraparound services for underprivileged, unhoused families; and

(ii) In 2023 In 2023, HIS-OC partnered with University of California Irvine ("UCI") and Orange Coast College to design and construct a 781-square foot detached Accessory Dwelling Unit ("ADU") at 913 N. Bradford Avenue ("APN 339-283-17"); and

(iii) Upon completion, the ADU will help expand HIS-OC's shelter capacity for transitional-aged youth population ages 18-24 years; and

(iv) On July 31, 2024, HIS-OC submitted a letter to the City requesting $39,500 to complete this ADU expansion; and

(v) The City is a recipient of Permanent Local Housing Allocation ("PLHA") funds from the State of California in the amount of $1,100,087; and

(vi) PLHA funds are to be used for housing-related projects and programs that assist in addressing the unmet housing needs of local communities; and

(vii) The City Council has agreed to provide HIS-OC with PLHA funding in the amount to $39,500 pursuant to the terms of which are set forth in that certain draft instrument entitled "Development Agreement and Affordable Housing Covenants No. 2024-01" ("DA") in a form submitted herein (the "Agreement"); and

(viii) Based on the specific requirements of PLHA Guidelines, the ADU administered by HIS-OC is within the parameters for the use of PLHA funds.

(ix) All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

(1.) The City Council hereby finds that PLHA funding will assist in providing additional housing for the community's most vulnerable population: transitional youth aged 18-24 years, as this type of housing is scarce and much needed within the community.

(2.) The City Council hereby approves a Development Agreement and Affordable Housing Covenants No. DA-2024-01 with HIS-OC for the ADU expansion project located at 913 N. Bradford Avenue (APN 339-283-17).

(3.) The City Council hereby directs the City Administrator to execute on its behalf the Development Agreement and Affordable Housing Covenants No. DA-2024-01 and necessary documents and to take all actions necessary under the State law and in compliance to PLHA Guidelines.

(4.) The City Clerk is directed to record or have recorded the Development Agreement and Affordable Housing Covenants No. DA-2024-01 and all necessary documents in compliance with PLHA Guidelines.

(5.) The City Council shall sign this resolution, and the Clerk shall attest and certify to the passage and adoption thereof.

(6.) The City Council declares that, should any provision, section, paragraph, sentence or word of this resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive or inconsistent legislation, the remaining provisions, sections, paragraphs, sentences and words of this resolution shall remain in full force and effect.

(7.) The City Council finds the approval of the Development Agreement and Affordable Housing Covenants No. DA-2024-01 is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3), the common sense exemption, in that it can be seen with certainty that the execution of the Development Agreement and Affordable Housing Covenants No. DA-2024-01 will not have a significant effect on the environment.

PASSED, APPROVED AND ADOPTED this 17th day of September 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
CITY OF PLACENTIA

I, Robert S. McKinnell, City Clerk of the City of Placentia, do herby 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 September 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Exhibit “A”- Development Agreement and Affordable Housing Covenants No. DA-2024-01

RESOLUTION NO. R-2024-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2024-38, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
PLHA Funding	HIS-OC ADU Funding	Administration	501534-6401	$39,500	Expense

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

PASSED, ADOPTED AND APPROVED THIS 17TH DAY OF SEPTEMBER 2024.

_____
Jeremy B. Yamaguchi, Mayor

ATTEST:

_____
Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September 2024 by the following vote:

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

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Agenda Item No: 1.f

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024
Submitted by: Samantha Byfield
From: Public Works

Subject:
Award of Contract to AAA Oils, doing business as California Fuels and Lubricants for Bulk Diesel Fuel Delivery Services

Financial Impact:
Fiscal Impact:
Expense: $200,000 Five-Year Contract Amount
Budgeted: $376,000 FY 2024-25 Operating Budget (103658-6345)

Summary:
This proposed five-year agreement with AAA Oils doing business as California Fuels and Lubricants (California Fuels), is for the bulk delivery of diesel fuel. The City currently utilizes an underground storage tank for diesel fuel. The underground storage tank is scheduled to be removed by December 31, 2025, due to regulatory mandates. Prior to removal, bulk delivery of diesel fuel to the City is needed to fuel Fire Department engines and trucks as well as equipment used by Public Works. The City realizes cost savings when purchasing diesel fuel in bulk rather than fueling at a commercial facility at retail prices. Staff recommends that City Council award a five-year contract to California Fuels, in an amount not-to-exceed $200,000. Sufficient funds exist in the Fiscal Year (FY) 2024-25 Operating Budget to cover the recommended actions.

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

1. Award a five-year Public Works Agreement to AAA Oils doing business as California Fuels, for the bulk delivery of diesel fuel in an amount-not-to-exceed $200,000; and
2. Authorize the City Administrator to approve contract change orders up to 10% or $20,000 of the contract not-to-exceed amount; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
There is no specific strategic planning goal or objective associated with this agenda item.

Discussion:
The City currently uses a single-walled underground storage tank (UST) to house diesel fuel used in City vehicles and equipment. The City contracts bulk delivery of diesel fuel to an

outside vendor. The prior contract expired June 30, 2024. Senate Bill 445 requires single-walled UST's to either be removed or replaced with a double-walled UST by December 31, 2025. While Staff explores replacement possibilities, the continuity of diesel fuel delivery remains essential to daily and emergency operations. The City realizes cost savings when purchasing diesel fuel in bulk quantities rather than fueling at a commercial facility at retail prices.

Diesel fuel is used in Fire Department engines and trucks and in heavy equipment used by the Public Works Department. Diesel fuel is also needed to power emergency generators. During a power outage or emergency, it is vital that the City have access to its own supply of diesel fuel. This allows for continuity of operations and ensures that the City is not competing for resources with other agencies and/or the public at a commercial fueling facility.

Pursuant to the City of Placentia Municipal Code, Section 3.08.070, purchases of supplies, services and equipment may forego bid procedures when purchasing from a supplier who has been awarded a contract resulting from a formal competitive bid process by another governmental agency within the state or by the federal government. The pricing for the contract with California Fuels is based upon a contract solicited by the State of California (Attachment 2). The cost of diesel fuel shall consist of the Oil Price Information Services (OPIS) Ultra Low Sulfur Diesel with Car Cost based on Los Angeles County. For orders of 2,500 gallons or above the City will pay the daily average rack price plus .085 cents per gallon. For orders less than 2,500 gallons, there will be an additional differential applied to the base rate to account for freight on low quantity deliveries. Staff recommends the City Council award a five-year Public Works Agreement to California Fuels in an amount not-to-exceed $200,000. This amount is sufficient to account for daily operating diesel fuel needs and provides significant contract capacity should there be an increased need for diesel fuel due to power outages or emergencies.

Fiscal Impact Summary:
The award of this contract does not commit the City to any future expenditures. The City will continue to pay only for delivery of fuel as requested based on City needs. A total of $376,000 was budgeted in the FY 2024-25 Operating Budget for gasoline and diesel fuel. As such, sufficient funds exist for the recommended actions.

Attachments
Attachment 1 - Public Works Service Agreement - AAA Oils dba California Fuel and Lubricants
Attachment 2 - State Contract ID 1-23-91-31C for AAA Oil Inc.pdf

CITY OF PLACENTIA
DELIVERY OF DIESEL FUEL SERVICES AGREEMENT
WITH
AAA Oils dba California Fuels and Lubricants

THIS AGREEMENT is made and entered into this 17th day of September, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and AAA Oils dba California Fuels and Lubricants, a California Gasoline and Diesel Fuel Company ("Consultant").

W I T N E S S E T H:

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

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

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

D. WHEREAS, Section 3.08.070(3) of the Placentia Municipal Code authorizes the procurement of services as part of a cooperative purchasing program; and

E. WHEREAS, Consultant is providing these services at rates negotiated pursuant to an agreement with the State of California dated May 1, 2023 (1-23-91-31C); and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties

set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Two Hundred Thousand Dollars ($200,000), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A".

Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to City. Final payment shall be made no later

than sixty (60) days after presentation of final documents and acceptance thereof by City.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A". Consultant shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents, including all supplemental technical documents, as described in Exhibit "A" within the time specified herein.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on September 17th, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage

prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
AAA Oils dba California Fuels and Lubricants 11621 Westminster Ave. Garden Grove, CA, 92843 Tel: (714) 530-4795	City of Placentia 401 E. Chapman Ave. Placentia, CA 92870 Tel: (714) 993-8212
Attn: Jennifer Crawley-Wayne	Attn: Samantha Byfield

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

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

6.7. Legal Responsibilities. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way effect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. Neither the City, nor its officers, officials, agents, employees, and volunteers, shall be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

6.8. Assignment. Because of the specialized nature of the services to be rendered pursuant to this Agreement, only the Project Team listed in the Proposal shall perform the services described in this Agreement. The Project Team may use assistants, under direct supervision, to perform some of the services under this Agreement. Consultant shall provide the City fourteen (14) days' notice prior to the departure of and project team members from Consultant's employ. Should any team members leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.

Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall

constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. City Assistance to Consultant. City agrees to provide to Consultant:

a. Information and assistant as set forth in Exhibit "A" hereto.

b. Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the work.

c. Such information as is generally available from City files applicable to the work.

d. Assistance, if necessary, in obtaining information from other governmental and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

6.10. Licenses/Certifications. At all times during the term of this Agreement, Consultant shall keep and maintain, in full force and effect, all licenses or certifications required of Consultant by law for the performance of the services described in this Agreement.

6.11. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.12. Patent/Copyright. To the fullest extent permissible under law, and in lieu of any other warranty by the City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information, and assistance at Consultant's expense for the

defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness, or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and Consultant shall not be obligated to indemnify the City under any settlement made without Consultant's consent or in the event the City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to the City, shall obtain for the City the right to use and sell the item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity hereto.

6.13. Non-Liability. No officers, officials, agents, employees, or volunteers of the City shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.14. Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officers, officials, agents, employees, or volunteers of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officers, officials, agents, employees, or volunteers of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, agent, or subcontractor of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

6.15. No Benefit to Employees. No officers, officials, agents, employees, or volunteers of the City who exercise authority over or responsibilities with respect to the Work during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work under this Agreement.

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

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.19. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.20. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.21. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

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

6.24. 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.25. 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.

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

6.27. 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.

6.28. 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.

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

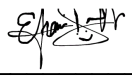
Date: _____

Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT:



Date: 9/3/2024

Signature

Efrain Davalos, Jr. CEO

Name and Title

CEO

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date: _____

Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Samantha Byfield

Date: 9/3/2024

Samantha Byfield, Public Works Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Christopher Tanio, Director of Public Works

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

COST PROPOSAL

Service Provider's price shall consist of the Oil Price Information Service (OPIS) Ultra Low Sulfur Diesel with Car Cost based on Los Angeles County daily average rack price plus a stated amount. Bidder shall submit a rate which will be applied to the published average to establish the cost per gallon.

TYPE OF FUEL	COST PER GALLON OVER OPIS
Renewable Diesel (RD99) Clear - orders 2,500 gallons or greater ("base rate")	$ 0.085
Renewable Diesel (RD99) Clear - orders less than 2,500 gallons will use the following formula to determine the cost differential over OPIS Ultra Low Sulfur Diesel with Car Cost based on Los Angeles County daily average rack price which will be added to the base rate.	(0.085 x 2500) / quantity received + base rate

For example, if the City ordered 1,000 gallons (.085*2500) = $212.50 / 1000 = 0.2125 per gallon plus base rate.

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Professional Errors and Omissions ("E&O") Liability Insurance

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

5. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from

subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

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

5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.

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

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2024

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
Churchill & Associates Insurance Services Inc
31248 Oak Crest Drive, Suite 140
Westlake Village CA 91361

CONTACT NAME: Michelle DeMoss
PHONE (A/C, No, Ext): 805-372-2200 **FAX (A/C, No):**
E-MAIL ADDRESS: michelled@churchillrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Insurance Company of the West	27847
INSURER C : General Star Indemnity Company	37362
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CAFUELS-01
AAA Oil, Inc. California Fuels and Lubricants; FOPCO, Inc.
11621 Westminster Avenue
Garden Grove CA 92843

COVERAGES **CERTIFICATE NUMBER:** 582315686 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	62P10099903	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CA9948 Pollu X MCS 90	Y	Y	62P10099903	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	IXG671934C	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSA 5060563 04	5/1/2024	5/1/2025	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
A B	Motor Truck Cargo USL&H			62P10099903 WSA 5060563 04	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Limit Statutory	$50,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its officers, officials, agents, employees, and volunteers are additionally insured with respect to the General and Auto Liability where required by written contract per attached endorsements. General and Auto Liability is Primary and Non-Contributory with Excess follow form. Waiver of Subrogation applies with regards to General and Auto Liability as well as Workers Compensation coverage per attached endorsements. Pollution Liability provided per Form CA9948 (10/13).

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Ave.
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
Michelle DeMoss

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: AAA Oil Inc
Endorsement Effective Date: 5/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Blanket as per Written Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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: AAA Oil Inc

Endorsement Effective Date: 5/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket as per written contract.
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.

 © Insurance Services Office, Inc., 2011

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

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 the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
BLANKET AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

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(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2** % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	**CALIFORNIA OPERATIONS ONLY**

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

Endorsement Effective **05/01/2024** Policy No. **WSA 5060563 04** Endorsement No.

Insured **AAA OIL INC** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2** % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	**CALIFORNIA OPERATIONS ONLY**

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

Endorsement Effective **05/01/2023** Policy No. **WSA 5060563 03** Endorsement No.

Insured **AAA OIL INC** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California

STATEWIDE CONTRACT
USER INSTRUCTIONS

MANDATORY

Supplement 2

Incorporates Supplements 1 – 2

ISSUE AND EFFECTIVE DATE:	***8/1/2024***
CONTRACT NUMBER:	1-23-91-31C
DESCRIPTION:	Renewable Diesel
DISTRICT(S):	7, 11, and 12
CONTRACTOR:	AAA Oil, Inc. dba California Fuels and Lubricants
CONTRACT TERM:	5/1/2023 through 4/30/2026
STATE CONTRACT ADMINISTRATOR:	Amanda Lewis (279) 946-7876 Amanda.Lewis@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Non-IT General Provisions (rev 6/21/2022)

Cal eProcure link: www.caleprocure.ca.gov

ORDER PLACEMENT INFORMATION		
Mailing Address: AAA Oil, Inc. dba California Fuels and Lubricants 11621 Westminster Ave. Garden Grove, Ca. 92843	**Fax/Email:** Fax: (714) 530-5026 Email: contracts@cafueling.com	**Contact Information:** AAA Oil, Inc. dba California Fuels and Lubricants Jennifer Crawley Phone: (714) 530-4795 Email: contracts@cafueling.com

Contract Mandatory 1-23-91-31C
Contract User Instructions, ***Supplement 2***

All changes to most recent Supplement are in *bold red italic*. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Date
2	***Subject contract for Renewable Diesel is hereby modified to reflect the following changes:*** • ***Section 25 Payment has been updated.*** • ***Section 31 Exemption to Gen-AI Procurement Procedures has been added.***	***8/1/2024***
1	Subject contract for Renewable Diesel is hereby modified to reflect the following changes: • Section 11 – Purchase Execution has been changed.	4/29/2024
N/A	Original Contract Posted	5/1/2023

All other terms and conditions remain the same.

Contract Mandatory 1-23-91-31C
Contract User Instructions, ***Supplement 2***

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Contract Mandatory 1-23-91-31C
Contract User Instructions, ***Supplement 2***

1. SCOPE

The State's contract with AAA Oil, Inc. dba California Fuels and Lubricants (Contractor) provides Renewable Diesel at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-23-91-31C. The Contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Renewable Diesel to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the Contractor and the State. If a mutual agreement cannot be met the contract will expire at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments for Districts 7, 11, and 12.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2, as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- State departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined in Public Contract Code Chapter 2, Section 10298 (a) (b) and 10299 (b); this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds for the acquisition of products While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as State departments under the terms of this contract. Any local governmental agencies desiring to participate shall be required to adhere to the same responsibilities as do State departments and have no authority to amend, modify or change any condition of the contract.

- A DGS issued billing code is not required for local governmental agencies to place orders against this contract.

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Price Book & Directory of Services (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the local governmental agency's purchase price, nor invoiced or charged to the local governmental agency. All prices quoted to local governmental agencies shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. EXEMPT PURCHASES

For information regarding exemptions for purchasing Diesel #2 in lieu of Renewable Diesel, please refer to Management Memo Number 15-07, issued 12/9/2015: https://www.dgs.ca.gov/Resources/ManagementMemos?search=management%20memos

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

7. CONTRACT ITEMS

All available contract line items are listed on Attachment A – Contract Pricing.

The State will use the Oil Price Information Service (OPIS) to determine the composite price, or price per gallon, for renewable diesel. The composite price of renewable diesel for each District is the sum of the OPIS Region Base Market Price (RBMP), the Cap at the Rack (CAR) cost fee, and the Low Carbon Fuel Standard (LCFS) Fee for Diesel #2 for the assigned Super District. The composite price for each District for Renewable Diesel is based on the OPIS Racks identified as Eureka, Sacramento, Fresno, Los Angeles, Barstow, and San Diego.

The composite price for each District will be posted daily by DGS-PD. For purposes of this contract, the following racks will be used for the RBMP, CAR Cost Fee, and LCFS Cost Fee for the counties included in Districts 7, 11, and 12:

CALTRANS DISTRICT	MARKET BASE OPIS (DIESEL #2)	COUNTIES
7	Los Angeles	Ventura, Los Angeles
11	San Diego	Imperial, San Diego
12	San Diego	Orange

Cost Structure:

The Contract Composite Price for each fuel type shall be calculated according to the following table:

FUEL TYPE	OPIS INDEX	CONTRACT COMPOSITE PRICE
Renewable Diesel	Daily OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITHOUT CAR COST** RACK AVE.	RBMP + CAR cost fee + LCFS Fee + Differential = Contract Price
Red Dyed Renewable Diesel	Daily OPIS Closing Benchmark File OPIS GROSS CARB ULTRA LOW SULFUR DISTILLATE PRICES WITHOUT CAR COST** RACK AVE.	RBMP + CAR cost fee + LCFS Fee + Differential + .01 per gallon = Contract Price

Differentials:

All Differential prices quoted shall be:

- Exempt from: Federal Excise Tax
- Exclusive of: State Sales Tax, Local Sales Tax, California Motor Vehicle Fuel Tax, Leaking Underground Storage Tank Tax, Oil Spill Liability Trust Fund Tax, Federal Superfund Fee Recovery Tax, CAR cost fee, LCFS cost fee, AB 32 Fees.

These taxes and fees (if applicable) shall be listed separately on invoices and shall not be a component of the differential price. Any and all charges, levies and/or fees not listed above shall be a component of the differential price.

8. PUBLICATION POSTING

The DGS-PD tracks and monitors fuel charges. The DGS-PD will prepare fuel charge documents and email to the Contractors and all end users of the contract daily the RBMP, CAR Cost Fees, and LCFS Cost Fees for all fuels.

The Contractor shall forward a copy of the DGS-PD Daily Fuel Post to all delivery locations that have been invoiced for payment to substantiate the accuracy of the base pricing on the invoice. To request the Daily Fuel Post, complete Attachment D – Fuel Rate Information Request Form and send to:

Amanda.Lewis@dgs.ca.gov or Kao.Yang@dgs.ca.gov

9. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, conform to Attachment E, Bid Specification Number 9131-0211443, dated 12/22/2022.

10. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Email
Jennifer Crawley	(714) 530-4795	contracts@cafueling.com

11. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site (select STD Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Tank Size*
- Tank Fitting Type*

*Attachment B – Delivery Locations may not be the most up to date listing for tank size and tank fitting type. In order to ensure accurate Minimum Order calculation and appropriate equipment at the time of delivery, please list these items on the purchase order.

The Contractor shall not accept incomplete orders from ordering agencies.

2) FI$CAL Purchase Documents

State departments transacting in FI$CAL will follow the FI$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket purchase orders against this statewide contract are allowed. Ordering agencies issuing blanket purchase orders must adhere to the following guidelines:

a) The order does not cross into different Fiscal Years.
b) The order is only used for items on the contract.
c) The order does not exceed the contract period.
d) All orders placed against the blanket purchase order must be in writing.
e) When funds are exhausted a new order is issued.
f) The order is issued only to one contract supplier

All orders placed against the blanket purchase order (BPO) shall be invoiced at the current contract price at the time the individual order is placed. BPOs should not include a contract unit price, however, if the BPO specifies a contract unit price, an amendment to the BPO is required.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number and Billing Code which are used by State departments only).

12. MINIMUM ORDER

Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Orders for less than the minimum order quantity shall be delivered at the contract price plus a “Premium” of not more than ten cents ($0.10) per gallon delivered. The contract allows for a 2 percent variance before the less than minimum fee applies. If the ordered amount meets the minimum order requirement, but upon delivery, the tank will not hold the minimum order quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against the contract.

13. ORDERING PROCEDURE

Ordering agencies are to submit appropriate purchase documents directly to the Contractor via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail: AAA Oil, Inc. dba California Fuels and Lubricants 11621 Westminster Ave. Garden Grove, Ca. 92843	Facsimile: (714) 530-4795	Email: contracts@cafueling.com

When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

14. ORDER ACCEPTANCE

The Contractor shall accept orders from any ordering agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any ordering agency for any other reason without written authorization from the State Contract Administrator.

15. ORDER RECEIPT ACKNOWLEDGEMENT

The Contractor will provide ordering agencies with an email or facsimile Order Receipt Acknowledgement within two (2) working days of receipt of purchase document. The Order Receipt Acknowledgement shall include the following information:

- Ordering agency name
- Agency order number (purchase order number)
- Total quantity of fuel ordered in gallons
- Anticipated delivery date

16. DELIVERY SCHEDULES

Deliveries for orders placed against the contract shall be in accordance with the following:

A. Locations

Delivery shall be made to the specified location listed on Attachment B – Delivery Locations. All deliveries made in a tank wagon must be metered. Deliveries are to be made to the location specified on the individual purchase order. Deliveries to remote locations may, by mutual agreement between the receiving location and the Contractor, be delivered on a regularly scheduled "keep full" basis, with no additional charges to the State.

B. Add, Delete or Change Delivery Locations

To add, delete, or change delivery location(s), submit Attachment C – Delivery Location Addition/Change Request Form directly to the State Contract Administrator.

C. Delivery Equipment

Contractor will be required to make deliveries at the time specified in vehicles suitable for each individual location, and quantity of fuel ordered. These vehicles shall be equipped as required by applicable laws, rules, and regulations with all components, such as connectors and hoses of the proper size, length, etc., necessary to successfully complete delivery. All delivery vehicles and/or trailers must have accurate metering equipment to enable state personnel to verify quantities delivered. It is the responsibility of the Contractor to verify the proper connection and hose before the first delivery.

Contractor shall perform all deliveries to facilities in a safe and professional manner. Contractor's equipment shall be in good working order condition and all personnel shall be trained in safety measures to prevent accidents endangering personnel or property.

Many of the delivery locations are semi-remote and access may only be possible over narrow, winding, unpaved roads. These roads may often limit delivery to trucks without trailers and in some instances smaller than normal trucks may be required. A lack of familiarity with a delivery location will in no way relieve a contractor from their responsibility to fulfill the terms and conditions of the resulting contract.

D. Schedule

Delivery of ordered product shall be completed in full within three (3) working days after receipt of an order (ARO), unless otherwise agreed to by the ordering agency.

Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within twelve (12) hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

E. Security Requirements

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

17. EMERGENCY/EXPEDITED ORDERS AND ADDITIONAL CHARGES

A. Urgent Deliveries

Contractor shall make urgent deliveries during regular working hours for minimum delivery requirements within two (2) working days ARO at no additional cost to the State or local agencies. Urgent deliveries are not anticipated to occur often and should be kept to a minimum by the ordering State or local agencies.

B. Emergency Deliveries

Contractor shall make emergency deliveries within 24 hours after order placement. Emergency deliveries may occur outside the regular working hours of 8:00 a.m. to 5:00 p.m. and State observed holiday days. Orders may be placed by telephone, followed by a purchase order sent to the Contractor by facsimile or US mail. Emergency delivery invoice must accompany the fuel invoice for payment of the emergency delivery fee. The emergency delivery fee shall not exceed $120.00 per delivery. Emergency delivery fees are not applicable to late deliveries that occur outside of regular working hours or holidays.

C. Demurrage Charge

During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck shall be admitted to the delivery site within five (5) minutes of arrival (excluding security requirements). If the Contractor attempts to deliver fuel to a delivery site and the Contractor's truck is detained, beyond the five (5) minute grace period, at the delivery site for reasons such as locked gates, unavailable receiving personnel, etc. caused by the ordering agency the Contractor shall be entitled to Demurrage charge. Demurrage time shall be invoiced separately and supported by appropriate documentation (delivery logs, contact names, etc.). Demurrage time invoice must accompany the fuel invoice for payment of the demurrage charge. The demurrage charge shall not exceed $2.50 per minute and not exceed $150.00 per delivery. Charges, if applicable, will be applied to amount of time Contractor's truck was detained minus the five (5) minute grace period and not including time for security requirements.

D. Trip Charge

During normal delivery hours of 8:00 a.m. to 5:00 p.m. the Contractor's truck upon arrival shall be admitted to the delivery site without delay. If the Contractor attempts to deliver fuel to a delivery site and is not admitted to the delivery site for reasons caused by the ordering agency, the Contractor shall be paid a trip charge. Trip charge time shall be invoiced separately and supported by appropriate documentation (agreed upon delivery time, delivery logs, contact names, etc.). A trip charge invoice must accompany the fuel invoice for payment of the trip charge. The trip charge shall not to exceed $250.00 per delivery.

E. Standing Time

The State shall be entitled to standing time for up to one (1) hour at no charge for the purposes of unloading. A maximum charge of $1.00 per minute shall be assessed for standing time in which the carrier's equipment is detained through no fault of the carrier, in excess of the one (1) free hour. Charged time shall be supported with the appropriate documents. For payment to be processed, the standing time billing must accompany, on a separate invoice, the fuel billing. Start time shall begin when the carrier is ready to hook-up to the fuel tank. Each time shall conclude when carrier disconnects or is finished loading fuel into the tank.

F. Premium for Less Than Minimum Delivery

Minimum delivery quantity shall be 70 percent of tank capacity for below ground tanks and 60 percent of tank capacity for above ground tanks. Resultant contract(s) will allow for a 2 percent variance before the premium applies. Deliveries for less than the minimum order quantity shall be delivered at the contract price plus a "PREMIUM" of not more than ten cents ($0.10) per gallon delivered. For payment to be processed the

Premium for Less Than Minimum Delivery billing must accompany, on a separate invoice, the fuel billing.

Deliveries for less than the minimum order quantity required for "TANK TESTING" will not be purchased against any contract resulting from this solicitation. If ordered amount meets the minimum delivery requirement, but upon delivery, the tank will not hold the minimum delivery quantity, the Contractor may charge the Premium for Less Than Minimum Delivery on the amount delivered.

G. Late Delivery (Charged to the Contractor)

The parties to this agreement acknowledge that the ordering agency shall incur actual damages should the Contractor fail to deliver the fuel as specified in the contract delivery requirements. Late Delivery charges must be supported by appropriate documentation (delivery logs, contact names, etc.). It is agreed that the Contractor will pay the ordering agency twenty-five ($0.25) cents per gallon per order for late delivery of fuel, and the ordering agency will make an adjustment to be reflected on the invoice. Normal delivery working hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, except State observed holidays. (The Late Delivery Fee is fixed at $0.25 per gallon).

H. Winterization

Winterization is not available on this contract. It has been determined that winterization additives are not effective in renewable diesel. The renewable diesel on contract is required to have a maximum -9°C (15.8°F) cloud point for the Winter Blend and maximum -4°C (24.8°F) cloud point for the Summer Blend. If the temperature at the tank location or where equipment operates is below these cloud points, agencies should refer to Section 5. Exempt Purchases.

Contractors shall not offer winterization additives with the renewable diesel, nor shall the agencies submit a purchase order with winterization listed as a line item.

18. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the Contractor, to the ordering agency's receiving point. Responsibility and liability for loss or damage for all orders will remain with the Contractor until final inspection and acceptance, when all responsibility will pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

19. BILL OF LADING

Contractor shall provide a Bill of Lading (BOL) with each fuel delivery.

20. SAFETY DATA SHEET

The Contractor shall provide a Safety Data Sheet for product(s) subject to Title 8 of the California Code of Regulations, Section 5194, Hazard Communication. The Safety Data Sheet is to be prepared and delivered in accordance with this Section.

21. CONTRACT ADMINISTRATION

Both the State and the Contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	**DGS-PD**	**AAA Oil, Inc. dba California Fuel and Lubricants**
Contact Name:	Amanda Lewis	Jennifer Crawley
Telephone:	(279) 946-7876	(714) 530-4795
Facsimile:	NA	(714) 530-5026
Email:	Amanda.Lewis@dgs.ca.gov	jcrawley@cafueling.com
Address:	DGS/Procurement Division Attn: AMANDA LEWIS 707 Third Street, 2nd Floor, MS 201 West Sacramento, CA 95605	AAA Oil, Inc. dba California Fuels and Lubricants Attn: JENNIFER CRAWLEY 11621 Westminster Ave. Garden Grove, Ca. 92843

22. RANDOM SAMPLE COMPLIANCE REVIEW

The State has the option of randomly sampling offered products from any order to ensure compliance to contract requirements. Any products failing random sample review will be replaced by the Contractor free of charge and re-evaluated by the State.

The State reserves the right to reject non-compliant fuel. If the test analysis of sampled fuel indicates non-compliance, the Contractor shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks. Contractor may also be liable for any equipment damaged as a result of non-compliant fuel.

23. PRODUCT RECALL PROCEDURES

The Contractor shall provide product recall notification, regardless of level, in writing to the State Contract Administrator and each ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, contract number, delivery order number and disposition instructions.

The Contractor shall issue replacement of product or credit for any product removed or recalled. Each ordering agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

24. INVOICING

Invoices shall be submitted to the ordering agency within seven (7) calendar days from date of delivery. Invoices will contain the following information:

- Contractor's name, address, and telephone number
- Contract Number
- Agency Order Number (Purchase Order Number)
- Line-Item Number
- Quantity purchased
- Contract Unit Price and Extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

Invoice prices shall be itemized showing the Composite Price, the Differential, and Additional Charges (if applicable), per gallon, Extension Price, and appropriate taxes and fees.

Invoices and payments shall be for net metered gallons delivered. Contractor must charge the agency for net metered gallons delivered only. Contractor shall provide with invoice a copy of a receipt of gallons delivered. Additionally, a copy of the "Bill of Lading" from the fuel terminal shall accompany all invoices for all deliveries.

The Contractor must obtain prior approval from the DGS contract administrator before adding and/or modifying any new changes to the agency invoice.

State Departments are Federal Excise Tax exempt. DGS-PD will be responsible for furnishing all applicable exception certificates upon request from the Contractor. Local agencies shall be responsible for furnishing their own applicable exception certificates upon request from the contractor.

The State's obligation to make payment pursuant to the contract is subject to availability of appropriated funds. Receipt of a Purchasing Authority Purchase Order (STD. 65) or Purchase Order in Fi$Cal under this contract is proof of encumbered funds for that order.

25. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. State Financial Marketplace

State departments reserve the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS $Mart and/or Lease $Mart). If payment is via the financial marketplace, the Contractor will invoice the State department and the State department will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

D. Payee Data Record

Each State department's accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting offices. Without the Std. 204, payment may be unnecessarily delayed. ***The Std. 204 can be found in FI$CAL or may be requested from the Contractor.*** ***~~[State departments should contact the Contractor for copies of the Payee Data Record.]~~***

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. Ordering Agencies can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation identified in the State Contracting Manual Volume 2.

Contractor Name	Seller Permit #
AAA Oil, Inc. dba California Fuels and Lubricants	C2664720

27. QUALITY ASSURANCE GUARANTEES

Contractors shall be required to supply a sample of the delivered Renewable Diesel fuel for all Caltrans deliveries. In accordance with Section 6 of Attachment E – Specification 9131-0211443, the sample shall be taken from the delivered fuel at the time of delivery prior to transferring the fuel to a site storage tank. Caltrans site staff are required to be present at the time the sample is taken from the driver's truck. To ensure site staff are present, driver shall call the site contact listed on the purchase order within 60 minutes of arrival. Driver will be responsible for providing the sample container. Sample container shall be aluminum with a tamper-proof seal (reference Elemental Container, Aluminum Bottle Part #U11050 Fluorinated LDPE Plug, Part # F39PLUG and Cap, Part # 50CAP00 or equivalent). Sample will be a minimum of 100 ml. Sample shall be labeled with the fuel type, delivery date, and time. The sample may be tested at any time the delivered fuel the

sample was pulled from is in the tank for compliance with Attachment E – Specifications 9131-0211443.

For all other deliveries, in accordance with Section 6 of Attachment E – Specification 9131-0211443, any State agency, at its discretion, may request a sample of the delivered fuel for future testing.

If the test results from any sample tested indicate the fuel is non-compliant with the specification, the Contractor shall be responsible for all costs related to the test analysis, removal, and disposal of non-compliant fuel from affected site storage tanks.

The State reserves the right to reject non-compliant fuel.

28. RECYCLED CONTENT

There is no recycled content associated with this contract.

29. SB PARTICIPATION

The Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentages for the Contractor and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website**:** www.caleprocure.ca.gov

Name	Prime or Subcontractor	OSDS Certification #	SB Percent (%)
Warrior Fuel Corp.	Subcontractor	1786919	25%

The Contractor will meet the contract SB participation percentages as follows:

State departments must identify subcontractors on individual purchase documents whenever subcontractors are used.

The Contractor has committed to SB and DVBE participation at total statewide contract levels of 25 percent, respectively.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. Ordering agencies must verify the participation amount with the Contractor. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

State departments may request from the Contractor a monthly report providing the SB/DVBE participation levels on purchase orders.

30. BIDDER DECLARATION/COMMERCIALLY USEFUL FUNCTION (CUF)/ CERTIFICATIONS

The DGS-PD, as the awarding department, has assessed the Contractor and subcontractor certifications, (i.e. Darfur, Russian Sanctions, SB/DVBE, etc.), Bidder Declaration, and CUF during the solicitation evaluation process. Consequently, when executing purchase documents pursuant to this contract, it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of State required certifications, a Bidder Declaration document, or perform additional CUF analysis. The State department should make a notation of this within their procurement file.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State Contract Administrator for further investigation. Information provided to the State Contract Administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern
- State department contact name, email, and phone number

31. *EXEMPTION TO GEN-AI PROCUREMENT PROCEDURES

In accordance with SCM Vol.2, Chapter 23, Generative Artificial Intelligence, this Statewide Contract is exempt from the GenAI Procurement Procedures and does not require collection of the GenAI Reporting and Factsheet (STD 1000).*

32. ATTACHMENTS

Attachment A – Contract Pricing
Attachment B – Delivery Locations
Attachment C – Delivery Location Addition/Change Request Form
Attachment D – Fuel Rate Information Request Form
Attachment E – State of California Bid Specification Number DGS-9131-0211443, dated 12/22/2022

Agenda Item No: 1.g

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Samantha Byfield

From: Public Works

Subject:
Approval of Five-Year Lease Agreement with Trillium for CNG Station Service, Maintenance and Management

Financial Impact:
Fiscal Impact:
Revenue: $ 63,750 First Year Base Lease Payment (FY 24-25 Pro Rated Amount)
$ 80,000 Annual Base Lease Payment (FY 25-26 to FY 28-89)
$383,750 Five-Year Total for Base Lease Payment
5% Additional Revenue Based on Annual Total Sales

Summary:
The proposed five-year agreement is for inspection, service, maintenance and management of the City Compressed Natural Gas (CNG) station at the Corporate Yard. The CNG station provides fueling for City vehicles, other public agencies and private fleets. Oversight responsibilities of the CNG station are currently incorporated into a lease which expires September 30, 2024. Requests for proposals were solicited for a new lessee and Staff recommends the City Council authorize a five-year lease agreement with Trillium USA Company (Trillium) for these services.

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

1. Award a five-year lease agreement to Trillium for inspection, service, maintenance, and management of the City CNG Station; and
2. Authorize the City Administrator to approve contract change orders; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal #1 to ensure long-term fiscal sustainability, under Objective #1.5, which is continue seeking ways to diversify the City's revenue sources to prevent over-reliance on any one source.

Discussion:
The City owns and has operated a CNG fueling facility located at the Corporate Yard since 2003. Inspection, service, maintenance, management and capital improvement responsibilities for the CNG station have been leased to a third party, Trillium, since 2011. The City received an annual base rent of $75,000 and four percent (4%) of annual fiscal year sales revenue after deducting sales for entities, which the City extended preferred pricing to. These entities included several neighboring agencies which were identified in the lease and received a five percent (5%) discount on CNG pricing. The CNG station averaged 62,138 transactions per fiscal year based upon data provided from Fiscal Year 2014-15 through 2022-23, the latest fiscal year for which data is available. The current lease expires on September 30, 2024.

A request for proposals was solicited on June 6, 2024. Proposers were asked to provide the annual base rent amount and the percentage of revenue for total sales to be paid to the City. The City does not have any memorandums of understanding with agencies stipulating preferential pricing at the CNG station, so no preferential pricing was incorporated into the new lease terms. As such, under the new lease agreement, the City will receive a percentage of revenue based upon total sales.

The City is required to meet procurement targets set by CalRecycle through the purchase of recycled organic waste products or via renewable natural gas (RNG). To qualify as RNG per CalRecycle's definition, RNG must be procured from a permitted anaerobic digestion facility in California. To date, RNG is not yet commercially available. The new lease terms include a provision that should RNG become commercially available, the lessee shall obtain 85,971 diesel gallon equivalent per calendar year which shall be credited to the City to satisfy the mandated procurement target.

On July 18, 2024, one proposal was received from the current tenant, Trillium. Trillium proposed an annual base rent of $80,000 and a five percent (5%) revenue based on total sales. The annual base rent for the first year of the agreement will be prorated to an amount of $63,750, which covers the period of October 1, 2024, through June 30 ,2025. Due to the unique nature of this lease, the proposal was reviewed by a commercial real estate broker to determine if the proposal was comparable to leases on the open market. The updated base rent and revenue percentage of the new proposal equate to $0.446 per foot of the facility. Land lease rates in North Orange County have softened over the past two years and currently range from $0.45 - $0.55 per foot. The one percent revenue increase in the proposal offsets the difference between the proposed lease rate per foot to the open market. Based on the broker's review, the proposal was determined to be fair and reasonable in the current market. As such, Staff recommends the City Council award a five-year lease agreement to Trillium with an option to renew for an additional five years.

Fiscal Impact Summary:
There are no expenditures related to this lease agreement. Under the proposed new lease agreement, the annual base lease payment shall amount to $80,000 with a five percent (5%) fuel royalty on total annual sales. The annual base rent for the first year of the agreement will be prorated to an amount of $63,750, which covers the period of October 1, 2024, through June 30, 2025. The total revenue that will be generated from this agreement amounts to $383,750 plus five percent (5%) additional royalty revenue based upon total sales. As such, revenue is anticipated to increase slightly due to the additional $5,000 per year in base rent

and increased one percent revenue on total annual sales when compared to the existing agreement with Trillium.

Attachments

Attachment 3 - Summary of Payments Received and Units Sold Under Prior Lease
Attachment 2_City of Placentia Trillium CNG Lease Review Opinon.pdf
Attachment 1 - CNG Fuel Lease Agreement

Summary of Payments Received

Fiscal Year	Lease	Total Sales	Preferred Pricing Sales	% of Sales Preferred Pricing	Royalty Received	Non-Preferred Revenue (Based off Royalty Payment Amount)	VETC Received	Total Payment to City
2011-2012	$ 75,000				$ 17,263.38	$ 431,584.50	$ 17,481.88	$ 109,745.26
2012-2013	$ 75,000	$ 634,995.23	$ 24,422.89	4%	$ 24,422.89	$ 610,572.25	$ -	$ 99,422.89
2013-2014	$ 75,000	$ 667,369.87	$ 78,933.00	12%	$ 23,537.47	$ 588,436.75	$ -	$ 98,537.47
2014-2015	$ 75,000	$ 654,823.32	$ 36,606.11	6%	$ 24,728.69	$ 618,217.25	$ -	$ 99,728.69
2015-2016	$ 75,000	$ 658,374.77	$ 43,553.83	7%	$ 24,592.84	$ 614,821.00	$ -	$ 99,592.84
2016-2017	$ 75,000	$ 573,673.04	$ 34,433.40	6%	$ 21,569.59	$ 539,239.75	$ -	$ 96,569.59
2017-2018	$ 75,000				$ 20,196.22	$ 504,905.50	$ 233.69	$ 95,429.91
2018-2019	$ 75,000	$ 551,746.82	$ 60,938.74	11%	$ 19,632.32	$ 490,808.00	$ 281.01	$ 94,913.33
2019-2020	$ 75,000	$ 433,897.44	$ 63,585.55	15%	$ 14,812.48	$ 370,312.00	$ -	$ 89,812.48
2020-2021	$ 75,000	$ 411,413.32	$ 50,650.84	12%	$ 14,430.50	$ 360,762.50	$ -	$ 89,430.50
2021-2022	$ 75,000	$ 548,329.15	$ 50,651.03	9%	$ 19,907.12	$ 497,678.00	$ -	$ 94,907.12
2022-2023	$ 75,000	$ 1,085,091.48	$ 87,265.18	8%	$ 39,913.05	$ 997,826.25	$ -	$ 114,913.05
Totals	$ 975,000.00	$ 6,219,714.44	$ 531,040.57	9%	$ 265,006.55	$ 6,625,163.75		$ 1,258,003.13

	Gas Gallon Equivalent (GGE)	Diesel Gallon Equivalent (DGE)	Therms	Number of Transactions
FY 13-14	40,306.05	35,469.32	50,382.56	
FY 14-15	341,711.48	300,706.10	427,139.60	64,607
FY 15-16	343,668.65	302,428.41	429,585.91	32,674
FY 16-17	300,834.35	264,734.22	275,783.24	28,198
FY 18-19	1,285,428.63	1,131,177.19	1,606,785.78	155,376
FY 19-20	557,829.36	490,889.84	697,286.70	67,541
FY 20-21	602,159.92	529,900.73	684,769.83	67,540
FY 21-22	647,587.00	569,876.56	803,608.75	54,684
FY 22-23	302,238.00	265,969.44	358,317.00	26,485
Average	491,307.05	432,350.20	592,628.82	62,138

BROKER OPINION OF VALUE

2999 East La Jolla Street

2999 EAST LA JOLLA STREET

Placentia, CA 92870

PRESENTED BY:

BROCK SMITH
O: 949.338.1292
brock.smith@svn.com
CalDRE #02087199

CAMERON JONES, SIOR
O: 714.446.0600 x132
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PREPARED FOR:

SAMANTHA BYFIELD
THE CITY OF PLACENTIA

City Of Placentia

401 E Chapman Ave, Placentia CA 92870

Attn: Samantha Byfield

RE: 2999 E La Jolla Lease Proposal Review - Trillium

Samantha,

In review of the proposed lease of the 2999 E La Jolla St CNG Facility from Trillium to the City of Placentia it is our opinion we have based our opinion on the following data:

Overview

- 2999 E La Jolla CNG Facility is a 70' x 200' (14k sqft) leasable area (part of a larger property) with a lease rate of $75,000 / year with 4% annual royalty payments. On a per foot per month basis this puts the historic lease rate per foot of the facility at $.446 since 2011 – no annual rent escalations.

- The Trillium Cost Proposal dated July 18, 2024 proposes an Annual Base Rent Amount of $80,000 / year with a 5% annual royalty payment brings the new per foot to $.476 for the next 5 years – no annual rent escalations.

- From the initial lease executed in 2011 through the proposed lease until 2029 this will equate to a total of 9.4% escalation over 18 years.

Supporting Comp Data

- 3304 14th St, Riverside CA – lease signed by Chevron in 2019 that includes 13% rent escalations every 5 years (rent rate unavailable)

- 16795 East McFadden Ave, Santa Ana CA – lease commenced in February 2021 by 7/11 with a starting rent per foot of $.63 / ft on a 29,168 sqft parcel with rent escalations of 10% every 5 years through Feb 2036

- 21721 Lake Forest Drive, Lake Forest CA – lease commenced February 2019 by Exxon Mobil with 10% rent escalations every 5 years (rent rate unavailable)

Broker's Opinion of Value

It is our opinion that the current open market value of the land and CNG facility is closer to $.50 / ft ($84,000 annually). Land lease rates in North Orange County have softened over the past 2 years and seem to be leveling out in the $.45-$.55 / ft range. When we consider the 1% increase in the annual royalty payment this will help offset the difference in the Proposed Lease rate to the Market Opinion Rate with a tenant who has presumably consistently performed on the lease since 2011. While these comps provided are for more highly trafficked consumer locations there is a consistent trend of rent escalations seen that were not included in Trillium's initial lease and following addendums that could potentially be included in a future long-term lease. It is our opinion that the proposed lease offer from Trillium is fair and reasonable in the current market.

If you have any questions or require any further information, please let us know.

Respectfully,

Cameron Jones SIOR
SVN Vanguard Industrial
CA DRE 01770606

Brock Smith
SVN Vanguard Industrial
CA DRE 02087199

ADVISOR BIO 2



CAMERON JONES, SIOR

Senior Vice President

cameron.jones@svn.com

Direct: **714.446.0600 x132** | Cell: **714.240.7078**

CalDRE #01770606

PROFESSIONAL BACKGROUND

In Southern California, industrial property owners, tenants, investors, and developers can seek the advice of Cameron Jones, a highly skilled and experienced commercial real estate advisor. Cameron focuses on the industrial real estate asset class both existing buildings and land for development and represents and works with private, institutional and business clients. He has nearly a twenty-year track record of exploiting real estate assets to create opportunities and solve problems for his clients'.

Cameron serves as a guide for his clients' as he truly tries to understand and oftentimes assist in defining their unique requirements, i.e., investment goals, disposition or acquisition opportunities, business operations, challenges, issues and location preferences or parameters. He then utilizes this information and employs a proactive approach by fusing market and product expertise, research and analysis, location knowledge, site zoning and previous client-working experience in implementing strategies that minimize mistakes but maximize outcomes and results.

Born and raised in southern California he utilizes area knowledge, real estate transaction and business experience, innovation marketing and contacts including, state, county and local officials, business professionals, property owners and other long-standing relationships to deliver solid real estate solutions.

Industrial Real Estate is where business happens, and Cameron's local knowledge equals real opportunities. Reach out and let's discuss how he can guide you to your next real estate success story.

Cameron resides in Orange County with his wife and daughters and enjoys travel, masters swimming and training, gardening, golf, and hanging with his family and friends..

EDUCATION

ASU

MEMBERSHIPS

SIOR
AIRCRE

SVN | Vanguard
17551 Gillette Avenue
Irvine, CA 92614
714.446.0600

ADVISOR BIO 1



BROCK SMITH

Advisor

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CalDRE #02087199

PROFESSIONAL BACKGROUND

Brock Smith is an advisor with SVN Vanguard | Industrial Group. He specializes in advising landlords and tenants in the sale and lease of industrial buildings and land throughout Southern California. Brock has a commercial construction background, specifically in Sales / Project Management for large Design Build projects across the country including hotels, apartments, hospitals, casinos. Prior to joining SVN, he was with Ashwill Associates. Brock is a Loyola Marymount University alum and currently resides in Lake Forest with his wife, two daughters, and dog.

EDUCATION

Loyola Marymount University '10

SVN | Vanguard
17551 Gillette Avenue
Irvine, CA 92614
714.446.0600

LEASE OF CNG FUELING STATION

This Lease dated as of October 1, 2024 ("Date of this Lease") is made and entered into by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY") and Trillium USA Company, dba California Trillium Company ("TRILLIUM") with regard to the leasing of certain portions of CITY's Corporation Yard, together with rights of access and entry thereto ("Lease").

1. Premises. CITY hereby agrees to lease to TRILLIUM and TRILLIUM agrees to lease from CITY that certain real property, together with improvements thereon, located in the City of Placentia, California, commonly known by the street address of 2999 E. La Jolla, hereinafter referred to as "the Premises", all as more particularly described in the plat attached hereto as Exhibit "A" and by this reference made a part hereof. The Premises includes improvements containing a Compressed Natural Gas Fueling ("CNG") Facility, with related appurtenances. CITY hereby grants to TRILLIUM a license over the driveway/road depicted on Exhibit "A" attached hereto in order to allow TRILLIUM and its employees, agents, invitees, customers, and other third parties to gain access to the Premises to and from the public road and such license shall be irrevocable during the Term (as defined below). Said Lease is subject to the terms, covenants, and conditions hereinafter set forth covenants, as a material part of the consideration for this Lease, to keep and perform each and every term, covenant, and condition of said Lease.

2. Term. The term ("Term") of this Lease shall extend from October 1, 2024 ("Commencement Date") until June 30, 2029. The twelve (12)-month period commencing on July 1, 2025, and each twelve (12)-month period commencing on July 1 throughout the Term, as extended, shall be referred to herein as a "Lease Year". Upon termination of this Lease, or any extension hereof, TRILLIUM shall quit the Premises and leave the same in a broom-clean condition. The agreement may be extended for an additional five-year term upon agreement of the parties.

3. Rent.

Base Rent. TRILLIUM and CITY agree that, subject to the terms of this Lease, during the Term specified in § 2, above, TRILLIUM shall pay to CITY, as base rent, the sum of Eighty Thousand Dollars ($80,000.00) per Lease Year. TRILLIUM and CITY agree that TRILLIUM shall pay to CITY said base rent within 30 days after each July 1 during the Term hereof, with the first years' rent of Sixty Thousand Dollar ($60,000.00) payable within 30 days after execution of the Lease by both CITY and TRILLIUM. Base rent payments shall commence and be payable to CITY within 30 days after July 1, 2025 and each Lease Year of the initial Term thereafter. Said rental, and any royalty or other payments to be made hereunder shall be paid to CITY, without deduction or offset except as expressly set forth in this Lease, in lawful money of the United States of America, at 401 E. Chapman Avenue, Placentia, California 92870, or at such other place as CITY may designate, in writing.

A. Royalty Payment(s). TRILLIUM and CITY further agree that, during the Term specified in § 2, above, TRILLIUM shall pay to CITY a sum equal to TRILLIUM's Four percent (4%) of all Revenue. Said royalty payment(s) shall be made annually, for the previous Lease Year, within 10 days of the end of the fiscal year, June 30.

B. Volumetric Excise Tax Credit ("VETC"). TRILLIUM and CITY agree that TRILLIUM will be eligible to file for, and receive, the VETC and that CITY shall not have any interest or rights to the same. While the VETC is in effect, TRILLIUM will refund CITY the credit received on all CITY fuel sales less the amount of applicable excise taxes. For example, if

TRILLIUM receives a $0.50 per GGE VETC, and taxes equate to $0.183 per OGE, TRILLIUM will refund the CITY .317 per OGE. To facilitate TRILLIUM's responsibilities to file for the VETC, ownership of the station gas meter will be transferred from the CITY to TRILLIUM and CITY shall take such other actions as a reasonably requested by TRILLIUM. If any VETC refunded to CITY is disallowed in a subsequent audit (unless due to the negligence of TRILLIUM), CITY shall reimburse TRILLIUM for such disallowed amount, including any additional interest or penalties that may be assessed.

C. Renewable Natural Gas Credit. TRILLIUM and CITY agree that, in the event that RNG, as defined by CalRecycle, becomes commercially available, TRILLIUM shall obtain 55,881 diesel gallon equivalent (DGE) of renewable natural gas (RNG) in calendar year 2024 and 85,971 DGE of RNG each calendar year through the Term specified above, which shall be credited to CITY. TRILLIUM shall provide documentation to CITY that RNG is deemed renewable per Department of Resources Recycling and Recovery (CalRecycle) definition and procured from a permitted anaerobic digestion facility in California. RNG procured from any other source or procured without CalRecycle acceptable documentation shall not be considered RNG.

D. TRILLIUM shall not be obligated to pay any rent or other amounts to CITY except as expressly set forth in this Section 3.

4. Audit. CITY shall have the right to audit TRILLIUM's financial statements related solely to the City's CNG Station every two (2) years. CITY shall select the auditor and shall cover one hundred percent (100%) of the cost of the audit.

5. Use. TRILLIUM shall use the Premises as a CNG facility and related uses, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of CITY. Without limiting TRILLIUM's right to operate as a CNG Facility, TRILLIUM shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or part thereof or portion of its contents. Neither party to this Lease shall do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of the other party hereto or injure or annoy them or either parties' use or allow or permit the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall either party cause, maintain, or permit any nuisance in or about the Premises nor commit or suffer to be committed any waste in or upon the Premises.

6. Compliance with Law. Without limiting TRILLIUM's right to operate a CNG Facility, TRILLIUM shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or other governmental rule or regulation now in force or which may hereinafter be enacted or promulgated. TRILLIUM shall, at its sole cost and expense, cause its operations and other activities on the Premises to promptly comply with all Federal, State, and CITY laws, statutes, ordinances, and other governmental rules, regulations, or requirements now in force or which may hereinafter be enacted or promulgated, including, but not limited to, Americans with Disabilities Act requirements, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises (collectively, "Laws and Regulations"), excluding structural changes not related to or affected by TRILLIUM's use(s) and acts. The final, non-appealable judgment of a court of competent jurisdiction or the admission by TRILLIUM in any action against TRILLIUM, whether CITY be a

party thereto or not, that TRILLIUM has violated any law, statute, ordinance, or any other governmental rule or regulation shall be conclusive of that fact as between CITY and TRILLIUM.

7. Alterations and Additions.

A. General. TRILLIUM shall not make or suffer to be made any alterations, additions, or improvements in or to or about the Premises or any part thereof, with a cost in excess of TEN THOUSAND ($10,000.00), without the written consent of CITY first had and obtained. Any alterations, additions, or improvements in, to or about the Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the Term, or any extension(s) thereof, become a part of the realty and belong to CITY and shall be surrendered with the Premises. If CITY's consent is required, and CITY consents to the making of any alterations, additions or improvements to the Premises by TRILLIUM the same shall be made by TRILLIUM at TRILLIUM's sole cost and expense. Upon the expiration or sooner termination of the Term hereof, TRILLIUM shall, upon written demand by CITY given at least twenty (20) calendar days prior to the end of the Term, or any extension(s) thereof, at TRILLIUM's sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by TRILLIUM designated by CITY to be removed, and TRILLIUM shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

B. Mandatory Capital Improvements. TRILLIUM shall be responsible for all capital improvements to the station and solely responsible for funding all costs for such improvements.

8. Physical Condition of Premises; Waiver.

A. Except as set forth herein, by taking possession of the Premises, TRILLIUM shall be deemed to have accepted the Premises as being in good sanitary order, condition, and repair. TRILLIUM shall, at TRILLIUM's sole cost and expense, keep the Premises and any part thereof, including, but not limited to, roof, structure, foundation, parking areas, and equipment, in good condition and repair. TRILLIUM shall, upon the expiration or sooner termination of this Lease, or any extension(s) thereof, surrender the Premises to CITY in good condition. CITY shall have no obligation whatsoever to alter, improve or repair the Premises, or any part thereof, and the parties hereto affirm that CITY has made no representations to TRILLIUM respecting the condition of the Premises except as specifically set forth herein. TRILLIUM further agrees that it shall submit to CITY, prior to applying for any permits to renovate, reconstruct, improve, alter, or in any way modify the Premises, plans and specifications for CITY's approval.

B. CITY shall not be liable for any failure to make any such repairs, or to perform any maintenance except as specifically provided in this Lease. Except as may otherwise be provided herein, there shall be no abatement of rent and no liability of CITY by reason of any injury to or interference with TRILLIUM's business arising from the making of any repairs, alterations, or improvements in or to any portion of the Premises or in or to any fixtures, appurtenances, and equipment therein. TRILLIUM hereby specifically waives the right to make repairs at CITY's expense under any law, statute, or ordinance now or hereafter in effect provided that TRILLIUM shall be entitled to pursue any other remedies against CITY in connection with the same.

C. Subject to the terms of this Lease, TRILLIUM shall accept possession of the Premises, in an "as is" physical condition with no warranty, express, or implied, by CITY as to

the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by TRILLIUM, any onsite soils contamination or any similar matters; provided, however, TRILLIUM shall have the right, but not the obligation, to perform an inspection of the Premises. If the Premises is unacceptable to TRILLIUM for any reason, in its sole discretion, then TRILLIUM shall have the right to terminate this Lease by providing a written notice to CITY within thirty (30) days after this Lease is executed by both TRILLIUM and CITY. If TRILLIUM elects to so terminate this Lease, neither party shall have any further rights or obligations under this Lease.

D. Notwithstanding anything in this Lease to the contrary, but subject to the obligations of TRILLIUM expressly set forth in Section 7.E below, TRILLIUM shall not have any liability for, and shall have no obligation to remediate or otherwise address in any manner any condition affecting the Premises prior to the Date of this Lease, including without limitation, any hazardous materials or conditions affecting the Premises prior to the Date of this Lease in violation of any and all present or future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601 through 9675, inclusive; Transportation of Hazardous Materials, 49 U.S.C. App.§§ 5101 through 5128, inclusive; the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code§§ 78000 through 81050, inclusive; the California Hazardous Waste Control Act (HWCA), California Health and Safety Code §§ 25100 through 25259, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000 through 16104, inclusive; and the Underground Storage of Hazardous Substances Act (USHS), California Health and Safety Code§§ 25280 through 25299.8, inclusive, all as the same may be amended from time to time (collectively, "Environmental Laws"), relating to the environment or to any hazardous substance, activity or material connected with the condition of the Premises.

E. TRILLIUM shall be responsible for the handling and disposal of any soils excavated by TRILLIUM in connection with the construction of the capital improvements to be installed by TRILLIUM, but TRILLIUM shall not be responsible for causing the Premises to comply with the requirements of any Environmental Laws notwithstanding that such compliance is required due to TRILLIUM's excavations.

9. Claims Against Premises. TRILLIUM shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens ("Claims") arising from, any claim for any work of construction, repair, restoration, replacement, or improvement of or to the Premises, but TRILLIUM shall pay or cause to be paid or bonded over any and all such claims or demands before any action is brought to enforce the same against the Premises. TRILLIUM agrees to defend, indemnify and hold CITY, CITY's elected and appointed officials, officers, employees, and agents and the Premises free and harmless from all liability for any and all such Claims together with CITY's reasonable attorneys' fees and all costs and expenses in connection therewith.

10. Maintenance of Premises. Except to the extent arising out of a breach by the CITY under this Lease, TRILLIUM agrees to maintain the grounds in and about the Premises as specified in Exhibit "B" hereto, by this reference incorporated herein and made a part hereof and to agrees to perform all scheduled and emergency maintenance at CNG Fueling Station at no cost to CITY. Maintenance of said Premises shall be to the reasonable satisfaction of CITY.

11. Equipment and Fixtures. Attached hereto as Exhibit "C" is an inventory of equipment and fixtures to be included with the Premises ("equipment"). CITY agrees that TRILLIUM is authorized to utilize said equipment during the Term of this Lease and any extension(s) thereof. Any and all equipment provided to TRILLIUM hereunder shall be properly maintained during the Term hereof and any extension(s), and TRILLIUM agrees to repair any damaged equipment or replace equipment destroyed or irreparably damaged with like kind and quality.

12. Utilities. TRILLIUM shall pay the cost of any and all water, electrical, gas or other utility services delivered to the Premises during the Term hereof and shall have such utilities installed and/or connected and maintained at TRILLIUM's sole cost and expense.

13. Taxes. TRILLIUM shall pay, or cause to be paid, before delinquency, any and all real property taxes and assessments and/or possessory interest taxes levied or assessed and which become payable during the Term hereof upon all of TRILLIUM's interest in and to the Premises, and the improvements, equipment, furniture, fixtures and personal property located in or about the Premises. TRILLIUM agrees that, without prior demand or notice by CITY, TRILLIUM shall, not less than fifteen (15) calendar days prior to the day upon which any such tax is due, provide CITY with proof of payment of such tax. Notwithstanding the foregoing, in the event any and all real property taxes and assessments and/or possessory interest taxes that TRILLIUM is obligated to pay would exceed Five Thousand Dollars ($5,000.000) in any calendar year, the parties agree to discuss a commensurate reduction in the amount of Base Rent. If CITY and TRILLIUM are unable to agree upon a reduced Base Rent within thirty (30) days after TRILLIUM first requests, in a written notice to CITY, that the parties discuss the reduction in Base Rent, then, TRILLIUM may terminate this Lease by providing written notice to CITY in which event this Lease shall te1minate and neither party shall have any further rights or obligations under this Lease.

14. Holding Over. If TRILLIUM remains in possession of the Premises or any part thereof after the expiration of the Term hereof, or any extension(s) as provided hereunder, with the express written consent of CITY, such occupancy shall be a tenancy from month-to-month.

15. Entry by CITY. TRILLIUM hereby agrees that representatives of the CITY, as designated by CITY's City Administrator, shall have, at all times, the right to enter the Premises and inspect the same to determine if the same complies with each and every Term and condition of this Lease and with all applicable CITY, County, State, and Federal laws, rules, ordinances and regulations relating to occupancy and the conduct of TRILLIUM's business. TRILLIUM hereby waives any claim for damages or for any injury or inconvenience to or interference with TRILLIUM's business, any loss of occupancy or quiet enjoyment of the Premises and any loss occasioned thereby to the extent CITY's actions causing the same rules, ordinances, and regulations. For each of the aforesaid purposes, CITY shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TRILLIUM's vaults, safes, and files, and CITY shall have the right to use any and all means which CITY may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to TRILLIUM except for any failure to exercise due care for TRILLIUM's property. Any entry to the Premises obtained by CITY by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TRILLIUM from the Premises or any portion thereof.

16. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by TRILLIUM:

A. Abandonment of the Premises by TRILLIUM without an intent to resume operations at the Premises, except upon written notice to CITY at least five (5) business days prior to such vacation in which case such vacation shall not be a default or breach and instead shall be deemed, for all purposes, to be a surrender of the Premises and termination of this Lease.

B. The failure by TRILLIUM to make any payment of rent or any other payment required to be made by TRILLIUM hereunder, as and when due, where such failure shall continue for a period often (10) calendar days after written notice thereof by CITY to TRILLIUM.

C. A failure by TRILLIUM to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by TRILLIUM, other than as described in § 16.B, above, where such failure shall continue for a period of fifteen (15) calendar days after written notice thereof by CITY to TRILLIUM, provided, however, that if the nature of the default involves such that more than fifteen (15) calendar days are reasonably required for its cure, then TRILLIUM shall not be deemed to be in default if TRILLIUM commences such cure within such fifteen (15) calendar day period and thereafter diligently prosecutes said cure to completion.

D. The making by TRILLIUM of any general assignment or general arrangement for the benefit of creditors, or the filing by or against TRILLIUM of a petition to have TRILLIUM adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TRILLIUM, the same is dismissed within thirty (30) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of TRILLIUM's assets located in or about the Premises or of TRILLIUM's interest in this Lease, where possession is not restored to TRILLIUM within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of TRILLIUM's assets located in or about the premises or of TRILLIUM's interest in this Lease, where such seizure is not discharged in thirty (30) calendar days. Each of the thirty (30)-day periods set forth in this Section 15.D shall be extended as reasonably necessary if TRILLIUM is diligently pursuing the dismissal or other cure set forth herein.

17. Remedies in Default. In the event of any such material default of breach by TRILLIUM, CITY may at any time after expiration of the applicable notice and cure period as set forth in Section 15:

A. Terminate TRILLIUM's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TRILLIUM shall immediately surrender possession of the Premises to CITY. In such event, CITY shall be entitled to recover from TRILLIUM all damages incurred by CITY by reason of TRILLIUM's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, if any, including necessary renovation and alteration of the Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that TRILLIUM proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from due date thereof at the rate of twenty-five (25%) per annum or at the maximum legal rate then in effect in California, whichever is higher. In the event TRILLIUM shall have abandoned the Premises, CITY shall have the option of (1) Taking possession of the Premises and recovering from TRILLIUM the amount specified in this subparagraph, or (2) Proceeding under the provisions of the following subparagraphs.

B. Maintain TRILLIUM's right to possession, in which case this Lease shall continue in effect whether or not TRILLIUM shall have abandoned the Premises. In such event, CITY shall be entitled to enforce all of CITY's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to CITY under the laws or judicial decisions of the State of California. Furthermore, TRILLIUM agrees that no election by CITY as to any rights or remedies available hereunder or under or pursuant to any law or judicial decisions of the State of California shall be binding upon CITY until the time of trial of any such action or proceeding.

18. CITY Default. The following shall be deemed a "CITY Default" by CITY hereunder and a material breach of this Lease: If CITY fails to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by CITY and CITY fails to commence and take such steps as are necessary to remedy the same within thirty (30) days after CITY is given written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same. If a CITY Default occurs, TRILLIUM may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to TRILLIUM at law or in equity TRILLIUM's rights being cumulative), do any one or both of the following:

A. If CITY's Default renders all or any portion of the Premises untenantable for those uses incidental to or customarily associated with the CNG Facility for more than 15 calendar days, TRILLIUM may terminate this Lease, in which event TRILLIUM shall have no further rights, duties or obligations hereunder.

B. TRILLIUM may perform CITY's obligations hereunder and offset the reasonable costs and expenses incurred by TRILLIUM in doing so against Base Rent thereafter coming due hereunder.

19. Peaceful Possession. CITY covenants that TRILLIUM, so long as it is not in default under this Lease, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term and may exercise all of its rights hereunder, subject only to the provisions of this Lease and applicable governmental laws, rules and regulations. CITY agrees to warrant and forever defend TRILLIUM's right to such occupancy, use and enjoyment and the title to the Premises against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof, by. through or under CITY.

20. Offset Statement. TRILLIUM shall, at any time and from time to time upon not less than ten (10) calendar days' prior written notice from CITY, execute, acknowledge, and deliver to CITY a statement in writing: A. Certifying that this Lease is unmodified and in foll force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and B. Acknowledging that there are not, to TRILLIUM's knowledge, any uncured defaults on the part of CITY hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the property of which the Premises are a part.

CITY shall, at any time and from time to time upon not less than ten (10) calendar days' prior written notice from TRILLIUM, execute, acknowledge, and deliver to TRILLIUM a statement in writing: A. Certifying that this Lease is unmodified and in full force and effect or, if modified,

stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and B. Acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of TRILLIUM hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the property of which the Premises are a part.

21. Assignment and Subletting. TRILLIUM shall not assign or transfer this Lease or any right hereunder to any other party or parties nor shall TRILLIUM sublet all or any portion of the Premises without first obtaining the written consent of CITY Any assignment or subletting of the Premises without such prior written consent shall be void for all purposes and CITY may, at its option, declare a forfeiture of the same in any manner provided by law. Consent to any such assignment or subletting shall be at CITY's sole discretion and CITY is not required hereunder to consent to any such proposed assignment of subletting of the Premises; provided, however, if CITY fails to approve any assignment of lease or other conveyance of TRILLIUM's interest in this Lease in connection with a sale of all, or substantially all, of the assets of TRILLIUM located in the state of California, then TRILLIUM may elect to terminate this lease by providing written notice to CITY. If TRILLIUM elects to so terminate this Lease, neither party shall have any further rights or obligations under this Lease.

22. Attorneys' Fees. In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. Fixtures. All trade fixtures and/or temporary facilities or equipment installed in or on the Premises by TRILLIUM may be removed by TRILLIUM at any time during the Term of this Lease, or upon the expiration of the Term, so long as the same may be removed without permanent damage to the Premises. TRILLIUM shall repair all damage which may result therefrom to the reasonable satisfaction of CITY.

24. Indemnification. TRILLIUM agrees to defend, indemnify, and hold CITY and its elected and/or appointed officials, officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of TRILLIUM's negligence or TRILLIUM's acts or those of TRILLIUM's employees, agents, guests, or invitees in connection with TRILLIUM's use and occupancy of the Premises. CITY agrees to defend, indemnify, and hold TRILLIUM and its officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of CITY's negligence or CITY's acts or those of CITY's employees, agents, guests, or invitees.

25. Insurance.

A. Fire and Extended Coverage.

1. TRILLIUM's Duty to Keep Improvements Insured. Throughout the Term hereof, at TRILLIUM's sole cost and expense, TRILLIUM shall keep or cause to be kept insured, for the mutual benefit of CITY and TRILLIUM all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of insurance shall be no less than ninety percent (90%) of the then replacement cost, excluding costs of replacing excavations and foundations but without deduction for depreciation (herein called "full insurable value"). CITY shall not carry any

insurance the effect of which would be to reduce the protection or payment to TRILLIUM under any insurance that this Lease obligates TRILLIUM to carry. If any dispute as to whether the amount of insurance complies with the above cannot be resolved by agreement, CITY may, not more than once every three (3) months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purposes of this paragraph. TRILLIUM shall include the holder of any mortgage on the Lease as a loss payee to the extent of that mortgage interest.

2. Proceeds of Fire and Extended Coverage Insurance. CITY shall, at TRILLIUM's sole cost and expense, cooperate fully with TRILLIUM to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by subparagraph 24.A.1, above, shall provide that the proceeds shall be paid to CITY as follows:

a. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Lease.

b. Disbursements of proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on architect's certificates until all the work is completed and accepted; provided, however, that such disbursements shall not exceed ninety percent (90%) of the work in place until completion, acceptance, expiration of time for lien claims, and elimination of all liens claimed.

c. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the sole property of TRILLIUM

B. Insurance Requirements. Throughout the Term hereof, at TRILLIUM's sole cost and expense, TRILLIUM shall keep or cause to be kept in full force and effect, for the mutual benefit of CITY and TRILLIUM's insurance, in amount(s) and form(s) required by CITY's insurance requirements as set forth in Exhibit "D".

26. Authority of Parties. Each individual executing this Lease on behalf of TRILLIUM represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of TRILLIUM and that this Lease is binding upon TRILLIUM in accordance with its terms.

27. Waiver. The waiver by either Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by TRILLIUM of any term, covenant, or condition of this Lease, other than the failure of the TRILLIUM to pay the particular rental so accepted, regardless of CITY's knowledge of such preceding breach at the time of acceptance of such rent.

28. Time/Force Majeure. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor; provided, however, TRILLIUM shall not be considered in default in the event of: Riots, wars, sabotage, civil disturbances, insurrections, acts of government agencies, failure of local, State, or Federal agencies to issue necessary permits or licenses, strikes, or other labor disturbances, explosion, natural disasters such as floods, earthquakes, landslides, and fires, and "other catastrophic events" which are beyond the

reasonable control of TRILLIUM. The term "other catastrophic events" does not include: A. The financial inability of TRILLIUM to perform; or B. The failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of TRILLIUM.

29. Late Charges. TRILLIUM hereby acknowledges that late payment by TRILLIUM to CITY of rent or other sums due hereunder will cause CITY to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or of a sum due from TRILLIUM shall not be received by CITY or CITY's designee within ten (10) calendar days after written notice that said amount is past due, then TRILLIUM shall pay to CITY a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that CITY will incur by reason of the late payment by TRILLIUM. Acceptance of such late charges by CITY shall in no event constitute a waiver of TRILLIUM's default with respect to such overdue amount, nor prevent CITY from exercising any of the other rights and remedies granted hereunder.

30. Sale of Premises by CITY. In the event of any sale of the Premises, CITY shall be and hereby in entirely freed and relived of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of CITY under this Lease.

31. Signs. TRILLIUM shall not place any sign(s) upon the Premises without CITY's prior written consent and approval thereof.

32. Inability to Perform. This Lease and the obligations of TRILLIUM hereunder shall not be affected or impaired because CITY is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of CITY.

33. Successors. Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

34. Notices. Any notice required or permitted under the terms of this Lease shall be deemed served when personally served on TRILLIUM or CITY or when the same has been placed in the United States mail, postage prepaid, and addressed as follows:

Trillium USA	City of Placentia
Ryan Erickson Vice-President PO Box 26210 Oklahoma City, OK, 73126	Samantha Byfield Public Works Manager 401 E. Chapman Avenue Placentia, CA 92870

35. Execution by CITY Not a Waiver. TRILLIUM understands and agrees that CITY, by

entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in the CITY to approve, disapprove or conditionally approve any application which TRILLIUM may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said CITY may be empowered to apply, including, but not limited to any use permit or approval, whether similar in nature or not.

36. Post-Acquisition Tenancy. The parties hereto represent and warrant, each to the other, and acknowledge and agree that the other is acting in reliance on the representations and warranties that TRILLIUM is a post-acquisition tenant as the same is defined in Title 25 of California Code of Regulations (§ 6034(b)(1)). TRILLIUM therefore agrees that TRILLIUM has no claim to relocation benefits provided for under Title 25 of the California Code of Regulations or under the California Government Code. TRILLIUM further represents and warrants it has made these representations and warranties upon the advice of legal counsel of its own sole selection, which legal counsel has determined the foregoing is true and correct.

37. Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on such party's own examination of this Lease, the counsel of such party's own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

WHEREFORE, the parties hereto have entered into the Lease as of the date set forth below opposite the name of each signatory hereto.

California Trillium Company

Dated: 9/10/2024

By: Ryan Erickson
Ryan Erickson, Vice President

City of Placentia

Dated: _____

By: _____
Damien R. Arrula, City Administrator

Attest: _____
City Clerk and ex-officio Clerk of the
City of Placentia

Approved as to form:

By: _____
Christian L. Bettenhausen, City Attorney

EXHIBIT “A”
Legal description & Map

EXHIBIT "A"
LEGAL DESCRIPTION
C.N.G. LEASE PARCEL

A PORTION OF LOT 2 IN BLOCK 5 OF THE GOLDEN STATE TRACT IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 4, PAGE 66 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2 PER RECORD OF SURVEY 2010-1076 FILED IN BOOK 247 RECORD OF SURVEYS, PAGES 14 TO 18 INCLUSIVE, ORANGE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2 NORTH 74°01'21" EAST 230.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEASTERLY CORNER OF A PARCEL GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA AS SHOWN ON SAID RECORD OF SURVEY;

THENCE LEAVING SAID SOUTHERLY LINE OF LOT 2, AND ALONG THE EASTERLY LINE OF SAID METROPOLITAN WATER DISTRICT PARCEL NORTH 15°58'25" WEST 168.00 FEET TO A POINT THAT IS 32.00 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 2 PER SAID RECORD OF SURVEY;

THENCE LEAVING SAID EASTERLY LINE NORTH 74°01'21" EAST TO A LINE THAT IS PARALLEL WITH AND 55.00 FEET EASTERLY FROM THE EASTERLY LINE OF SAID LOT 2 OF SAID RECORD OF SURVEY;

THENCE ALONG SAID PARALLEL LINE SOUTH 15°58'25" EAST 168.00 FEET TO SAID SOUTHERLY LINE OF LOT 2 OF SAID RECORD OF SURVEY;

THENCE LEAVING SAID PARALLEL LINE AND ALONG SAID SOUTHERLY LINE OF LOT 2 SOUTH 74°01'21" WEST 55.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 9,240 SQ. FT. MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAY AND EASEMENTS OF RECORD. ALL AS SHOWN ON THE PLAT ATTACHED HERETO AS "EXHIBIT B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT.

PORTION OF APN: 344-102-09

PREPARED BY
NV5, INC.

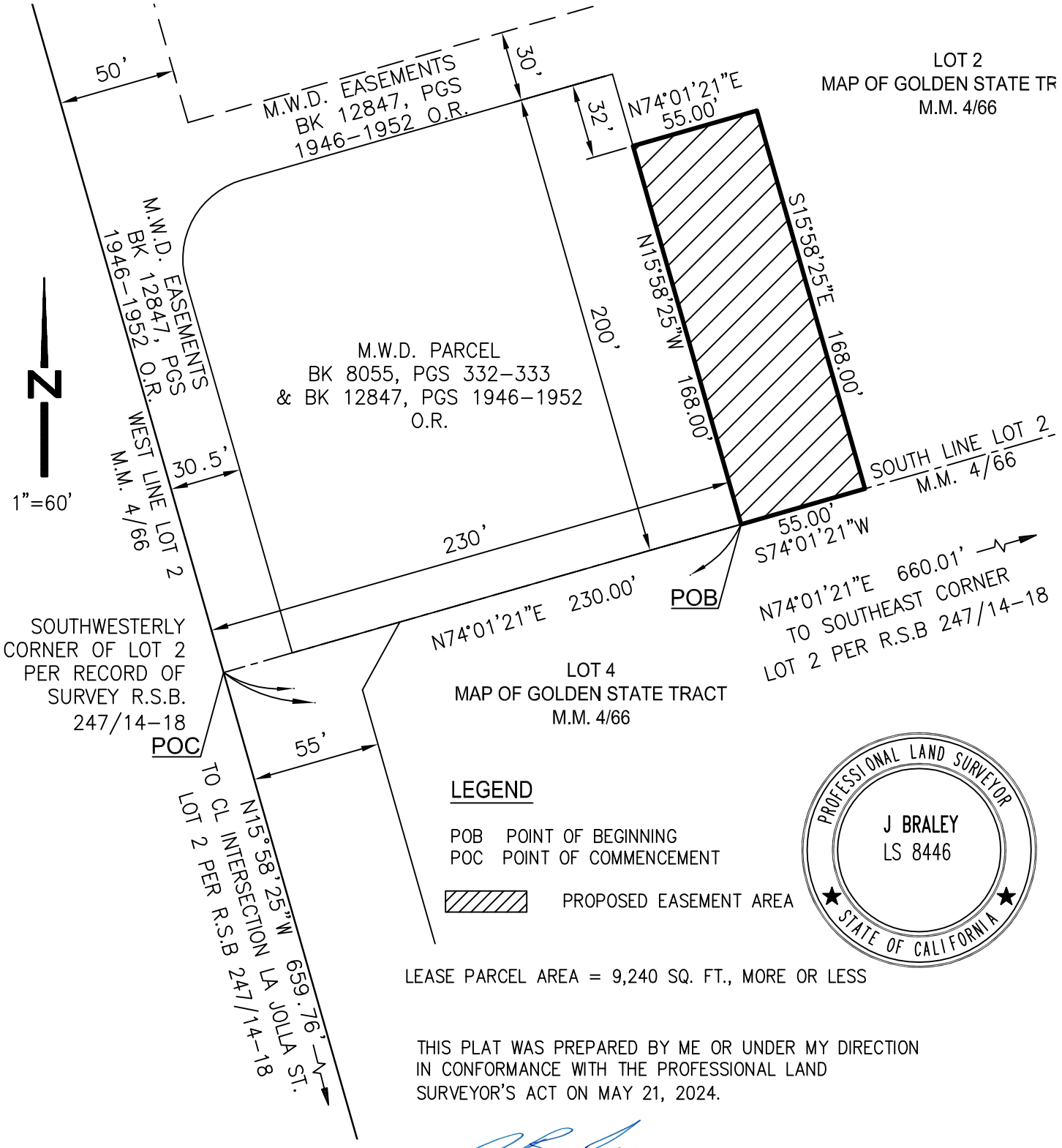


_____
J BRALEY, L.S. 8446

05-21-2024
DATE



EXHIBIT "B"



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

PROPOSED EASEMENT AREA

PROFESSIONAL LAND SURVEYOR
J BRALEY
LS 8446
STATE OF CALIFORNIA

LEASE PARCEL AREA = 9,240 SQ. FT., MORE OR LESS

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT ON MAY 21, 2024.

5-21-2024

J BRALEY L.S. 8446 DATE

PREPARED FOR:
CITY OF PLACENTIA

NV5
15092 AVENUE OF SCIENCE, SUITE 200
SAN DIEGO, CA 92128
P: 858.385.0500 WWW.NV5.COM

CNG STATION LEASE PARCEL
2999 E. LA JOLLA STREET
ANAHEIM, CA 92806

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: CITY OF PLACENTIA DATE SUBMITTED: 05/21/2024

JOB NUMBER P27624-0003[illegible]

Exhibit “B”
Maintenance Schedule

Schedule

Preventative Station Maintenance Matrix

Station Maintenance Schedule

Maintenance Activity	Weekly	Monthly	Semi-Annual	Annual
Visual site inspection	///			
Monitor/record station operation	///			
Check equipment fault history	///			
Check for unusual noises and operating conditions	///			
Check skids for gas leaks	///			
Check compressor oil level	///			
Check for oil leaks	///			
Inspection/replacement of compression system filters	///			
Clean and inspect fast fill dispensers and nozzles	///			
Clean and lubricate breakaway couplings	///			
Check hoses and nozzles	///			
Complete reports	///			
Drain oil from skid recovery system	///			
Drain condensate pot	///			
Verify proper function of alarm and ESD system	///			
Inspect lubrication system and compressor oil	///			
Drain dryer liquid	///			
Drain oil from dispensers	///			
Cycle dryer		///		
Lubricate motors		///		
Lubricate fan bearings		///		
Service air dryer		///		
Change compressor coalescing filter			///	
Change dispenser coalescing filters			///	
Change air compressor oil			///	
Check/drain storage vessels			///	
Check/tighten fan belts			///	
Calibrate dew point sensors on dryer				///
Service gas dryer				///
Change dryer filters				///
Check all compressor safety shutdowns				///
Check ESD operation				///
Check all station shutdowns				///
Check dryer safety shutdowns				///
Test dispenser hoses				///
Check/test pressure relief valves				///
Station safety audit				///

Compressor Recommended Maintenance

Trillium Maintenance Schedule

Maintenance Activity	Bi- Weekly	Monthly	6 Mos/4000 Hrs.	Annual/8000 Hrs.	2 Yrs/1600Hrs	4 Yrs/32000 Hrs	6 Yrs/4800 Hrs
Check Frame Oil Pressure	/////						
Check Frame Oil Level	/////						
Check Lubricator Block Indicator	/////						
Check Packing Vents	/////						
Check for Gas Leaks	/////						
Check for Oil Leaks	/////						
Check Operation Pressures and Temps	/////						
Check Lube Oil Level	/////						
Check for Abnormal noise	/////						
Check for Abnormal Vibration	/////						
Check and Confirm Safety Shutdown Function		/////					
Change Oil Filter			/////				
Change Oil (or as needed)			/////				
Check Crankcase for Foreign Material			/////				
Check/Re-Torque Base Bolts			/////				
Check/Replace High Pressure Piston Rings			/////				
Check Main Bearing Clearance				/////			
Check Crosshead Guide Clearance				/////			
Inspect/Replace Valves				/////			
Inspect Cylinder Bore				/////			
Inspect/Replace Piston Rings				/////			
Inspect/Replace Piston Rods				/////			
Rebuild Cylinder Packing Cases				/////			
Inspect/Re-Align Coupling				/////			
Check/Record Rod Run Out				/////			
Check/Replace DNFT				/////			
Pressure Test Lubricator Distribution Blocks				/////			
Check Auxiliary Gears and Chain					/////		
Rebuild Oil Wiper Cases					/////		
Check Main/Connect Rod Bearing Clearance						/////	
Check Crosshead Guide Clearance						/////	
Check Crosshead Pin Busing						/////	
Check Piston Ring Groove						/////	
Replace Main and Connecting Rod Bearings							/////
Replace Lubricator Distribution Blocks							/////
Replace Crosshead Bushings							/////

Exhibit C
Equipment List

EXHIBIT C – EQUIPMENT LIST

The following is a list of CNG equipment on site, including make and model.

- 1 - JW Power Company EA-200-2-4 Compressor Package
- 1 - Xebec Single Tower Natural Gas Dryer STR-30NGX-3S
- 2 - Kraus Dual Hose Dispensers HAM 2D CGG-P63CX12B2B01
- NCR Fuel Management
- 6 – CP Industries 20” ODX21’ ASME Pressure Vessels
- Electrical Distribution Gear and Motor Control Center
- Trillium Control System

Exhibit D
Insurance Requirements

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: $2,000,000.00 per occurrence; $4,000,000.00 general aggregate; $4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors’ warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
    1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
    2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
    3. Properly completed certificate of insurance; and
    4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

2. Business Automobile Liability Insurance

- Minimum Limit: $2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
    1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
    2. Properly completed certificate of insurance.

3. Workers’ Compensation & Employer’s Liability Insurance

- Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer’s liability with limits of $1,000,000.00 per accident; $1,000,000.00 disease per employee; $1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer’s right to subrogate against City.
- Required evidence of coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed certificate of insurance.

4. Contractor’s Pollution Liability Insurance

- Minimum Limits: $2,000,000.00 per pollution incident; $2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
    1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
    3. Properly completed certificate of insurance.

5. Standards for Insurance Companies

- All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.

2. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.

3. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional insured on insurance required from subcontractors.

4. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

5. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials,

agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

6. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

7. Current evidence of coverage shall be provided for the entire required period of insurance.

8. Contractor shall deliver to the City, in the manner required for notices, copies of required insurance policies and endorsements of all insurance policies required by the Lease, within the following time limits: (1) Ten (10) days prior to the commencement of work to be performed under this Agreement; (2) For insurance becoming required at a later date, at least ten (10) days before the requirement takes effect; For any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.

9. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/04/2024

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Texas Insurance Company	16543
INSURER B:	Ironshore Specialty Insurance Company	25445
INSURER C:	ACE American Insurance Company	22667
INSURER D:	Indemnity Insurance Co of North America	43575
INSURER E:	ACE Fire Underwriters Insurance Co.	20702
INSURER F:		

INSURED
Trillium USA Company LLC
PO Box 26210
Oklahoma City OK 73126 USA

COVERAGES **CERTIFICATE NUMBER:** 570107982958 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSLG48912783 SIR applies per policy terms & conditions	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $1,000,000 $8,000,000 $8,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H10764919	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION	Y	Y	TCOK20347a SIR applies per policy terms & conditions	12/01/2020	04/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $15,000,000
D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y Y	WLRC54507902 CA & AOS WLRC54508050 AZ	04/01/2024 04/01/2024	04/01/2025 04/01/2025	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
B	Environmental Site Liability	Y	Y	ISPILLSCHJOA001	04/01/2022	04/01/2025	Aggregate Each Incident	$10,000,000 $10,000,000

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

MCS90 and CA9948 are included on the above referenced Automobile Liability policy. If required by contract, The City of Placentia, its officers, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to The City of Placentia, its officers, officials, employees, agents and volunteers, but only in accordance with the policy's provisions. If Required by contract, a Waiver of Subrogation is granted in favor of The City of Placentia, its officers, officials, employees, agents and volunteers in accordance with the policy provisions of the General Liability,

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier : BAFEG

Certificate No : 570107982958

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AGENCY CUSTOMER ID: 570000058326
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Trillium USA Company LLC
POLICY NUMBER: See Certificate Number: 570107982958	
CARRIER: See Certificate Number: 570107982958 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
E		N/A	Y	SCFC54508116 WI	04/01/2024	04/01/2025		

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AGENCY CUSTOMER ID: 570000058326

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Trillium USA Company LLC
POLICY NUMBER	
See Certificate Number: 570107982958	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570107982958	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Automobile Liability, Umbrella Liability, Pollution Liability and Workers' Compensation policies.

ACORD 101 (2008/01)

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

Named Insured			Endorsement Number
Love's Travel Stops & Country Stores, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48912783	04/01/2024 to 04/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to included as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "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

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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 And Retained Limit:**

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.

_____
Authorized Representative

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ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Love's Travel Stops & Country Stores, Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H10764919	04/01/2024 TO 04/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
Love's Travel Stops & Country Stores, Inc.			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48912783	04/01/2024 to 04/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against 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 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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

_____

Authorized Representative

POLICY NUMBER: ISA H10764919 Endorsement Number: 7

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: Love's Travel Stops & Country Stores, Inc. **Endorsement Effective Date:**

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization against 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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Workers' Compensation and Employers' Liability Policy

Named Insured LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. 10601 NORTH PENNSYLVANIA AVENUE OKLAHOMA CITY OK 73120	Endorsement Number
	Policy Number Symbol: SCF Number: C54508116
Policy Period 04-01-2024 TO 04-01-2025	Effective Date of Endorsement 04-01-2024
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

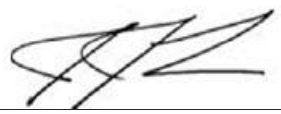
Schedule

ANY PERSON OR ORGANIZATION AGAINST 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.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

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Exhibit E
Scope of Work

SCOPE OF WORK

CITY OF PLACENTIA CNG FUELING STATION SERVICE, MAINTENANCE & OVERSIGHT

The City of Placentia (City) owns a Compressed Natural Gas (CNG) fueling facility located at 2999 E. La Jolla Street, Placentia, CA 92870. The City is initiating this request for proposals (RFP) to solicit proposals from qualified CNG station operators for the inspection, service, maintenance, and management of its CNG fueling facility.

The CNG fueling station supports the operation of City vehicles and provides fueling for other public agencies and private fleets. The selected operator shall provide and manage its own cardlock or point of sale purchasing system. On average, the City's CNG fueling station dispenses 432,350 diesel gallon equivalent (DGE) or 592,628 therms per year.

AGREEMENT EFFECTIVE START DATE

The City has a current agreement to lease its CNG fueling station which is set to expire June 30, 2024. As a result of the existing agreement, any award and work under this RFP will take effect no sooner than July 1, 2024.

REPORTING

Operator shall provide detailed reports to City by the seventh day of each month for the prior month and within 10 days after the end of the fiscal year for the prior fiscal year annual report. The report will include a complete accounting of all transactions including purchaser information, number of transactions, GGE and therms purchased, and sales amounts for each purchaser, each month and all purchasers for the reporting period and each fiscal year.

Operator shall also provide monthly maintenance and operations reports which shall include a complete accounting of all inspections, service, maintenance, photos and repair activities for the reporting period. An online or cloud-based customer portal that allows for access to work orders, reports, invoices and ad hoc reports is desired.

RENT

Operator shall pay City as base rent as included in their proposal each lease year. Operator shall pay rent to City within 30 days after each anniversary of the Commencement Date during the term hereof, with the first year's rent payable within 30 days after the execution of the agreement by both City and Operator. Base rent payments shall be payable to City within 30 days of the anniversary of the Commencement date and each year of the initial term thereafter. Rental, royalty, and other payments to be made shall be paid to City without deduction or offset except as expressly set forth in the agreement.

RENEWABLE NATURAL GAS

In the event that renewable natural gas (RNG) becomes commercially available, the Operator shall obtain 85,971 diesel gallon equivalent (DGE) of RNG per calendar year **which shall be credited to the City** to satisfy the State-mandated procurement target.

Operator shall provide documentation to the City that RNG is deemed renewable per CalRecycle definition, procured from a permitted anaerobic digestion facility in California. RNG procured from any other source or procured without CalRecycle acceptable documentation shall not be considered RNG for the City's purposes.

Operator shall satisfy themselves regarding SB 1383 procurement requirements or contact CalRecycle to satisfy any inquiries on bioenergy and anaerobic digestion.

ROYALTY PAYMENT

Operator shall pay City annual royalty payment equal to percentage of all revenue as included in their proposal. Said royalty payments shall be made annually, for the previous lease year within 10 days of the end of the fiscal year, June 30th.

CAPITAL IMPROVEMENTS

Operator shall be responsible for all capital improvements to the station and solely responsible for funding all costs for such improvements. All proposed capital improvements shall be included in the proposal along with a timeline and estimated costs.

MAINTENANCE

Operator is responsible for all operations and maintenance services and associated costs. Operator personnel and subcontractors shall perform the actual on-site service and maintenance activities for the CNG station and equipment. All operations and maintenance shall be performed in a safe and legal manner and in compliance with all City, CalOSHA, State and Federal requirements.

Operator is responsible for furnishing appropriately trained maintenance personnel and is responsible for furnishing its personnel with vehicles, safety equipment, computers, and all materials and supplies necessary to complete work. Operator shall provide service personnel with the required personal protective equipment necessary for the work. Operator shall provide maintenance personnel with a standard uniform which includes a company name or logo and the individual employee's name for identification purposes.

Maintenance activities include, but are not limited to, the following:

Proactive Maintenance
Daily monitoring of CNG station systems including critical flow, temperature, pressure, vibration, leaks and false alarms. Electronic monitoring is an acceptable alternative to an on-site inspection.

Periodic Maintenance
Maintenance shall be performed in conformance with manufacturer recommendations and industry best practices. Contractor shall develop a scheduled maintenance process per each manufacturer or vendor requirements for each of the major and minor components of the CNG station. Maintenance for each component shall be performed per schedule and in a timely manner. Maintenance shall be performed in such a manner as to eliminate emergency shutdowns and catastrophic failures.

Weights & Measures
Calibration of CNG dispensers shall be in conformance with manufacturer recommendations and industry best practices. Operator shall develop a scheduled process per each manufacturer or vendor requirements for each dispenser. Calibration activities shall be included in maintenance reports.

Cleanliness
Operator shall keep the CNG station and equipment clean to the greatest extent possible to improve performance, help determine oil and grease leaks and prevent any wear on fitting and hoses. Contractor shall use non-flammable, US EPA Safer Choice leaning products to protect human health and the environment.

Filters
Filters on the CNG station equipment shall be replaced in conformance with manufacturer recommendation and industry best practices. When replaced, the new filter shall be marked with the date (MM/DD/YYYY) of installation as well as the equipment hours (as applicable) on the filter housing. Filter replacements shall be noted in maintenance reports.

SYSTEM MONITORING AND ALARMS
CNG station monitoring and alarm systems must be operational at all times. The monitoring an alarm system shall be tested monthly preferable during minimal demand periods. Operator's monitoring system shall be capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed.

HAZARDOUS WASTE
Operator shall be responsible for the removal of hazardous waste materials. Contractor shall not stockpile hazardous materials in the CNG station or adjacent areas.

MATERIALS AND SUPPLIES
Operator is responsible for the procurement of all materials, parts and services.

COORDINATION AND COMPLIANCE WITH REGULATORY AGENCIES
Operator shall maintain and pay required permits for CNG station operations. Operator is responsible for maintaining compliance with all applicable federal, state and local laws and regulatory requirements and shall hold the City harmless from any violations of said laws and regulations.

Operator shall consult with City prior to initiating contact with any regulatory agencies. Routine communication for ongoing permitting shall not require City prior approval. Operator shall keep City fully apprised, both by immediate oral notification and in writing, of any such discussions with regulatory personnel.

Operator shall immediately notify the City CNG Contract Manager or designees when regulatory inspectors are on City property and shall immediately provide all inspections reports issued by regulators to City. When a regulatory agency identifies a violation or cites a defect, Operator shall provide City CNG Contract Manager or designee with a written remedial action plan within five business days, which addresses how Operator intends to resolve (or has already resolved) all regulatory violations, and any mitigating circumstances that led to violation. Operator shall provide City CNG Contract Manager or designee with any inspection reports recommending violation. Any and all penalties and fines imposed regarding violation of state and federal codes, regulations and laws shall be wholly borne by Operator when the violation occurs as a result of Operator's failure to perform as required by the agreement.

SAFETY
Where an immediate and serious hazard exists, Operator has the authority to immediately contact the appropriate personnel to request that the hazardous condition be corrected, or hazardous practices halted.

OTHER ADMINISTRATIVE DUTIES
Operator shall update and maintain as-built drawings in AutoCAD format based on any changes made to CNG facilities. Updates to as-built drawings shall be provided to City Contract Manager or designee.

SOFTWARE
Right and license to use any software installed by Operator at CNG station that is needed to operate and maintain the systems shall be transferred to City along with all maintenance records and electronic records, programs, and files upon termination of the contract.

AUDITING PROVISION

The City shall have the right to audit the Operator's financial statements related solely to the City's CNG Station every two years. The City shall select the auditor and the Operator shall cover 50% of the cost of the audit.

Agenda Item No: 1.h

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Kyra Tao

From: Public Works

Subject:

Amendment No. 4 to Professional Services Agreement with RBI Traffic, Inc. for On-Call Traffic Control and Engineering Plan Check Services

Financial Impact:

Fiscal Impact:

Expense:	$ 17,500	FY 2024-25 Contract Amendment
	$ 7,500	FY 2025-26 Contract Amendment
	$ 25,000	Amendment No. 4 to Professional Services Agreement
Budget:	$17,500	FY 2024-25 Operating Budget (103590-6290)
	$ 7,500	Future FY 2025-26 Operating Budget (103590-6290)

Summary:

In November 2020, the City Council awarded a Professional Services Agreement to RBI Traffic, Inc. ("RBI") for on-call traffic control and engineering plan check services. The agreement was for a three (3) year term for a not-to-exceed amount of $75,000, with the option to extend the term of the agreement for one (1) additional two-year term. RBI has been providing excellent traffic control plan check services to the City for the past four years. Due to the significantly increased amount of encroachment permit applications received in 2021 and the additional traffic control plan review requests by the SiFi project around that time, the funds were exhausted before the 3-year term. As a result, on February 15, 2022, the City Council approved Amendment No. 1 to increase contract amount by an additional $50,000 for additional traffic control plan check services. Amendment No. 2 was approved under the City Administrator's authority on August 7, 2023, to increase the contract amount by an additional $13,250 for a revised contract not-to-exceed amount of $145,750. On October 31, 2023, Amendment No. 3 was approved under the City Administrator's authority to extend the contract term for an additional two years. The current contract is set to expire in November 2025.

The number of encroachment permit applications has steadily increased every year since 2022. RBI Traffic experienced an increased amount of traffic control plan check for encroachment permit applications and exhausted the contractual spending authority quicker than anticipated. In order to continue the timely review of traffic control plans, Staff is recommending a contract amendment for a not-to-exceed amount of $25,000 for RBI to continue to provide on-call traffic engineering services through the remainder of the contract term.

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

1. Approve Amendment No. 4 to the Professional Services Agreement with RBI Traffic, Inc. to increase the contract amount by an additional $25,000 for a total contract not-to-exceed amount of $170,750; and
2. Approve Resolution No. R-2024-61, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
There is no specific City Council adopted 5-Year Strategic Goal or objective related to this agenda item.

Discussion:
The Transportation Services Division (Division) of the Public Works Department is responsible for managing traffic engineering and transportation functions throughout the City including the maintenance and operation of traffic signal infrastructure. The preparation and evaluation of traffic control plans is specialized work, and it is critically important that each traffic control plan is reviewed and approved by a licensed Traffic Engineer. Given RBI's past experience in providing the City with excellent and competent traffic engineering assistance, and their expertise in and timely review of traffic control plan checks, the City Council approved a contract with RBI for on-call traffic control and engineering plan check services on November 17, 2020. The term of the agreement is three (3) years for a not-to-exceed amount of $75,000 and a 10% contingency of $7,500, and one (1) 2-year term extension based upon consultant performance and at the discretion of the City. The cost for traffic control plan review services is completely offset by plan check fees paid for by encroachment permit and developer applicants.

In 2021, RBI conducted a substantial amount of traffic control plan review for the SiFi Project alone between June and December, which exhausted nearly 50% of the three-year contract amount. Since those costs were reimbursed by SiFi pursuant to the City's agreement with them, the City Council approved Amendment No. 1 to increase contract amount by an additional $50,000 for additional traffic control plan check services on February 15, 2022.

Over the past three (3) years, the Division has reviewed and approved an average of 120 engineered traffic control plans every year created by utility companies, contractors, and developers. As a result, the contractual spending authority was exhausted faster than expected. Subsequently, Amendment No. 2 was approved under the City Administrator's authority on August 7, 2023, to increase contract amount by an additional $13,250.

On October 31, 2023, Amendment No. 3 was approved under the City Administrator's authority to extend the contract term for an additional two years. Due to the large amount of encroachment permit application received in the past several years, there is a shortfall in the budget to cover traffic plan check review services through the remainder of the contract term. In order to maintain the most streamlined and efficient level of service to the community, private development applicants, and utility partners, Staff is recommending approval of

Amendment No. 4, increasing the contract not-to-exceed amount by an additional $25,000 to provide additional contractual spending authority for the remainder of the contract term with RBI.

Fiscal Impact Summary:
The recommended actions will approve Amendment No. 4 with RBI Traffic, Inc. to increase the contract amount by $25,000 for a revised not-to-exceed contract amount of $170,750. The anticipated cost for RBI's on-call traffic control and engineering plan check services for the remainder of Fiscal Year (FY) 2024-25 is estimated to be $17,500. To provide sufficient funding for this contract amendment, Staff is also recommending approval of Resolution No. R-2024-61 (Attachment 2) to amend the FY 24-25 Operating Budget to appropriate $17,500 in additional revenue from engineering plan check fees. This additional revenue will offset the cost for the services. The cost for these services is anticipated to be $7,500 for FY 2025-26 and will be budgeted accordingly. As such, sufficient funds exist for the recommended actions.

Attachments
Attachment 1 - Amendment No. 4 to PSA with RBI Traffic Inc
Attachment 1a- Certificate of Insurance for RBI
Attachment 2 - Budget Amendment Resolution No. R-2024-61

AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF PLAN CHECKING SERVICES SERVICES WITH RBI TRAFFIC, INC.

This Amendment No. 4 ("Amendment") to the Agreement is made and entered into effective the 17th day of September, 2024, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and RBI Traffic, Inc., a California corporation (hereinafter "CONTRACTOR"). CITY and CONTRACTOR are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) CITY and CONTRACTOR entered into a Professional Services Agreement ("Agreement") effective September 17, 2024 through which CONTRACTOR has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A".

(ii) The Parties now seek to amend the Agreement to increase the contract not-to-exceed amount by Twenty-Five Thousand Dollars ($25,000).

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

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

B. Amendment to Agreement.

1. Section 2, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Seventy Thousand, Seven Hundred Fifty Dollars ($170,750.00).

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

3. The Agreement, all amendments together with this Amendment No. 4 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 4 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 4 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 4 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
William J. Beardsley, III
President]

CITY OF PLACENTIA

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/29/2024

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

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

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Karen Clark
PHONE (A/C, No, Ext): 626-696-1899 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty and Surety Co of America	31194
INSURER B : Sentinel Insurance Company	11000
INSURER C : Hartford Casualty Insurance Company	29424
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
RBI Traffic
1515 Garretson Avenue
Corona CA 92879
RBITRAF-01

COVERAGES **CERTIFICATE NUMBER:** 722389900 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Contractual Liab Included GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	57SBWBM3947	11/15/2023	11/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	57SBWBM3947	11/15/2023	11/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	57WEGAE2DHH	11/15/2023	11/15/2024	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
A	Professional Liability Claims Made Form			105369942	11/15/2023	11/15/2024	Per Claim Aggregate Limit	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
Re: All Operations
City of Placentia its elected and appointed boards, officers, officials, employees, agents and volunteers is named as Additional Inured as respects General Liability and Auto Liability. Insurance is Primary/Non-Contributory per policy wording, and Severability of interest applies. Waiver of Subrogation applies to Workers Compensation, General Liability and Auto Liability. See Endorsements attached. 30 Days Notice of Cancellation

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Ave
Placentia CA 92870

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 57WEGAE2DHH **Endorsement Number:**
Effective Date: 11/15/2023 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: RBI Traffic
1515 Garretson Avenue
Corona, CA 92879

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

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

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

SCHEDULE

Person or Organization	Job Description
Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us	

Countersigned by _____
Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph **(2)** of subsections **6.d.** and **6.f.** of Section **C. - WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph **(1)** above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;

(b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

(c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

(d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;

(e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections **1.** and **8.** of Section **F - OPTIONAL ADDITIONAL INSURED COVERAGES;** and it is agreed the following paragraphs replace section **b.** of subsection **9.** of Section **F. - OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of **Section F - OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

(a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;

(b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;

(c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;

(d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;

(e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law; and

(b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section **F.** – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

(1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not an insured under Paragraphs **a.** through **e**. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if

(i) The written contract or written agreement requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section **D.** – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E.** – Liability And Medical Expenses General Conditions.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured.

3. Financial Responsibility Laws

a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.

b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **A.** – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **A.** – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

(1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";

(2) Otherwise in the course of transit by or on behalf of the "insured"; or

(3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and

(2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".

4. With respect to this coverage, the following additional exclusions apply:

a. Fellow employee

Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.

b. Care, custody or control

Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.

C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph **C. WHO IS AN INSURED** is deleted and replaced by the following:

The following are "insureds":

a. You.

b. Your "employee" while using with your permission:

(1) An "auto" you hire or borrow; or

(2) An "auto" you don't own, hire or borrow in your business or personal affairs; or

(3) An "auto" hired or rented by your "employee" on your behalf and at your direction.

c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:

(1) The owner or anyone else from whom you hire or borrow an "auto".

(2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

(4) A partner (if you are a partnership), or a member (if you are a limited liability company) for an "auto" owned by him or her or a member of his or her household.

d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:

a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.

b. Customer's "auto" that is in your care, custody or control for service.

RESOLUTION NO. R-2024-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, via Resolution No. R-2024-38 is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
General Fund	Engineering Fees	Public Works	103590-4310	$17,500	Revenue
General Fund	Department Contract Services	Public Works	103590-6290	$17,500	Expense

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

PASSED, ADOPTED AND APPROVED THIS 17th DAY OF SEPTEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September 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

Agenda Item No: 1.i

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Jeannette Ortega

From: Community Services

Subject:
Award of Contract to Facility Solutions Group (FSG) for the Purchase and Installation of the Tuffree Parks Sports Fields Lighting Project, CIP Project No. 7506

Financial Impact:

Expense:	$240,883.85	Total Project Cost
	$218,985.32	Contract Cost
	$ 21,898.53	Contract Contingency
Budget:	$241,000.00	Total Project Budget
	$185,000.00	Measure U (797506-6760)
	$ 56,000.00	Park & Rec Impact Fees (637506-6760)

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 Tuffree Park baseball field lighting system and the pickleball/tennis courts lighting.

The project will include the complete removal and replacement of the Tuffree park baseball field lighting and pickleball/tennis courts lighting. The current lighting systems at the baseball fields and at the pickleball/tennis courts are past their functional lifetime and require replacement. The new lighting will make playing conditions at the baseball fields and pickleball/tennis courts much safer and enhance over all park conditions. The proposed action will approve the Tuffree Parks Sports Fields Lighting Project and will award a Public Works Agreement to Facility Solutions Group (FSG), for the purchase and installation of the lighting equipment in the amount of $218.985.32, satisfying CIP project No.7506, as outlined in the PPI.

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

1. Award a Public Works Agreement to Facility Solutions Group (FSG) for the Tuffree Parks Sports Fields Lighting Project in the amount of $218,985.32, CIP Project No. 7506; and

2. Adopt Resolution No. R-2024-64, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to approve contract change orders up to ten precent (10%) of the contract amount, or $21,898.53 for a not-to-exceed total contract amount of $240,883.85; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

Strategic Plan Statement:
This item 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, City Council 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 Tuffree Park baseball field and pickleball/tennis courts lighting renovation project. The project will include the complete removal and replacement of the existing lighting at the two (2) baseball fields (SB1 and SB2) located at Tuffree park and the removal and replacement of the lighting on the pickleball/tennis courts.

The project scope will upgrade the baseball field lighting to LED's and will replace 56 existing metal halide sports lighting fixtures with new Cooper/Ephesus LED sports lighting fixtures to include Airmesh controls and a ten (10) year labor warranty. The pickleball/tennis courts lighting will replace the metal halide area lights with new Revo Spartan LED fixtures. Three (3) of the fixtures will include motion sensors that are pointed towards the direction of the parking lot to further enhance safety in the park. The lighting renovation project will provide for a safer play experience for those youth and adults utilizing the spaces.

Pursuant to the City of Placentia Municipal Code, Section 3.08.070, purchases of supplies, services and equipment may forego bid procedures when participating in an established governmental cooperative purchasing program. Staff solicited a proposal from Facility Solutions Group (FSG), who is a commercial lighting & electrical contractor. The quote received from FSG is reflective of a cooperative purchasing agreement through Sourcewell, a national cooperative purchasing organization, under Sourcewell Contract No. CA-R8-E02-123021-FSG (Attachment 3). The City of Placentia is a member of Sourcewell and has used Sourcewell contracts in the past. Therefore, under the City's purchasing policy, the City may award the proposed contract without competitive procurement. As such, Staff recommends the City Council award a construction contract to FSG in the amount of $218,985.32 and authorize a construction contingency in the amount $21,898.53 for change orders related to unforeseen conditions encountered during construction.

Upon approval, Staff will work with Facility Solutions Group (FSG), to order and finalize the installation of the equipment for the Tuffree park lighting renovation project. Staff recommends the City Council award a Public Works Agreement to FSG, for the purchase and installation of the lighting equipment in the amount of $218,985.32.

Fiscal Impact Summary:
The total project cost for the Tuffree Parks Sports Fields Lighting Project amounts to $240,883.85. This consist of the proposal from Facility Solutions Group in the amount of $218,985.32 to purchase and install the lighting equipment and construction contingency in the amount of $21,898.53 for unforeseen conditions. A total of $185,000 in Measure U Funds was budgeted for this project in the adopted Fiscal Year 2024-25 Capital Improvement Program. To provide sufficient funding the project, Staff is also recommending Resolution R-2024-64 (Attachment 2) to appropriate $56,000 in available Park & Rec Impact Fees funds to support the cost of the proposed project. As such, sufficient funds exist for the recommended actions.

Attachments
Attachment 1 - Agreement FSG Lighting at Tuffree
Attachment 1 a Insurance
Attachment 2 - Proposal from Facility Solutions Group
Attachment 3 - Budget Amendment Resolution No. R-2024-64- Tuffree Park Lighting Project.
Attachment 4 - Sourcewell Contract No. CA-R8-E02-123021-FSG
Attachment 4a - Standard 5 Year Warranty - Revo Fixtures (002).pdf

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
FACILITY SOLUTIONS GROUP

THIS AGREEMENT (herein "Agreement") is made and entered into this 17th day of September, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and FACILITY SOLUTIONS GROUP (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 Tuffree Park Sports Lighting at the Baseball Fields and Tennis Court/Pickball Courts 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 Facility Solutions Group a (California corporation, partnership, individual) located at 801 Richfield Road, Placentia, CA 92870.

(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 Two Hundred and Eighteen Thousand Nine Hundred and Eighty-Five Dollars and Thirty-Two Cents ($218,985.32) (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 June 30, 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:

Chad Owens
800-265-0439

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.: Damien R. Arrula

To Contractor: Facility Solutions Group
801 Richfield Road
Placentia, CA 92870
Attn: Chad Owens

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: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR:

_____ Date: _____
Signature

_____
Chad Owens, Vice President

_____
Social Security or Taxpayer ID Number

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Jeannette Ortega, Acting Director of Community Services

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

Project No.

(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

Project No.

(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:_____

Project No.

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/12/2024

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 & McLennan Agency LLC 2500 Bee Cave Rd,Bldg 1,Ste125 Austin TX 78746	**CONTACT NAME:** Sean Wosleger **PHONE (A/C, No, Ext):** 512-226-7919 **FAX (A/C, No):** **E-MAIL ADDRESS:** sean.wosleger@marshmma.com
INSURED FACILSOLUT2 Facility Solutions Group, Inc. 4401 Westgate Blvd., Suite 310 Austin TX 78745	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Travelers Indemnity Company 25658 **INSURER B :** Phoenix Insurance Company 25623 **INSURER C :** Travelers Property Casualty Co of Amer 25674 **INSURER D :** Starr Indemnity & Liability Company 38318 **INSURER E :** Standard Fire Insurance Company 19070 **INSURER F :** XL Insurance America, Inc. 24554

COVERAGES **CERTIFICATE NUMBER:** 450164991 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X No XCU Excl X No Res. Excl GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: $250k Deductible			VTC2KCO5469B015IND23	12/31/2023	12/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B B	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			VTC2NCAP5469B027PHX23 VTNBAP5469B039PHX23	12/31/2023 12/31/2023	12/31/2024 12/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp / Coll Deductibl	$ 2,000,000 $ $ $ $ 2,000 / 2,500
C D F	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP2W5248152325 1000586145231 US00097495LI23A	12/31/2023 12/31/2023 12/31/2023	12/31/2024 12/31/2024 12/31/2024	EACH OCCURRENCE AGGREGATE XS $4M Primary	$ 4,000,000 $ 4,000,000 $ 21,000,000
E E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB1L1108482325K UB1L11106A2325R	12/31/2023 12/31/2023	12/31/2024 12/31/2024	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
	SEE REMARKS FOR ADDITIONAL COVERAGES						SEE REMARKS FOR ADDITIONAL COVERAGES	

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

Named Insured includes: FSG Electric, Inc.; FSG Lighting; FSG, Inc.; GB Realty Management, LLC; 801 Richfield, LLC; Sign Tech International; Design Electric, Inc. ; FSG Signs; Graham Byrne, Ltd.; Tero Technologies, Inc.; Propel Prefab, LLC; FSG Technology Group; Propel Career Academy, LLC; Propel Consulting, LLC; Capital Architectural Signs, Inc.; West-Lite Supply Company, Inc.; Propel Staffing, LLC; Lighting Management, Inc.; Eco Engineering, Inc., FSG Facility Solutions Group, Inc.

Professional Liability
Carrier: St. Paul Surplus Lines Insurance Company - (30481)
Policy No.: ZCE16P64579
See Attached...

CERTIFICATE HOLDER

City of Placentia
401 E Chapman Ave.
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Facility Solutions Group, Inc. 4401 Westgate Blvd., Suite 310 Austin TX 78745
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

Effective 12/31/2023 - 12/31/2024
Limit: $5,000,000 Each Occurrence/Aggregate
Deductible: $10,000 Each Claim

Pollution / Environmental
Carrier: St. Paul Surplus Lines Insurance Co. (30481)
Policy No: ZCE16P64579
Effective 12/31/2023 - 12/31/2024
Occ / Agg: (SIR Value: $10k) $5,000,000

Cyber Liability
Carrier: Travelers Excess and Surplus Lines (29696)
Policy No.: 2CIATX17S010503802
Effective 12/31/2023 - 12/31/2024
Limit: $5,000,000 Each Claim/Aggregate
Retention: $150,000

Excess Cyber Liability
Carrier: Fortegra Specialty Insurance Company (16823)
Policy No.: C4LPX230204CEPMM2023
Effective 12/31/2023 - 12/31/2024
Limit: $5,000,000 Each Claim/Aggregate

Crime / Employee Theft of Client Property
Carrier: Travelers Casualty Insurance Company Of America (19046)
Policy No: 105910238
Effective 12/31/2023 - 12/31/2024
Occ: $2,500,000

Blanket Additional Insured endorsement form #CGD316 edition 02/19 applies to the General Liability policy.
Blanket Additional Insured endorsement form #CGD604 edition 02/19 applies to the General Liability policy.
Blanket Additional Insured endorsement form #CGD765 edition 06/14 applies to the General Liability policy.
Blanket Additional Insured endorsement form #CAT353 edition 02/15 applies to the Automobile Liability policy.

The Umbrella & Excess Liability policies follow form over the General Liability, Automobile Liability, Employers' Liability, and Employee Benefits Liability policies.

Waiver of Subrogation endorsement form #CGD316 edition 02/19 applies to the General Liability policy.
Waiver of Subrogation endorsement form #CAT353 edition 02/15 applies to the Automobile Liability policy.
Waiver of Subrogation endorsement form #WC000313 (00) applies to the Workers' Compensation policy.
Waiver of Subrogation endorsement form #WC420304 (B) applies to the Workers' Compensation policy.

Alternate Employer endorsement form #WC000301 (A) applies to the Workers' Compensation policy.

Primary and Non-Contributory endorsement form #CGT100 edition 02/19 applies to the General Liability policy.
Primary and Non-Contributory endorsement form #CAT474 edition 02/16 applies to the Automobile Liability policy.

Notice of Cancellation endorsement form #ILT405 edition 03/11 applies to the General Liability policy.
Notice of Cancellation endorsement form #ILT320 edition 09/97 applies to the Automobile Liability policy.
Notice of Cancellation endorsement form #WC9906Q1 (00) applies to the Workers' Compensation policy.
Designated Person Or Organization - Notice Of Cancellation endorsement form #RP1212 applies to the Pollution/Professional Liability policy for Schneider Electric

The General Liability and Automobile Liability policies include blanket additional insured endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers Compensation policies include blanket Waiver of Subrogation endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Workers Compensation policy includes a blanket alternate employer endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Umbrella policies include blanket primary and non-contributory endorsements that apply to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers Compensation policies include blanket notice of cancellation endorsements that provides the certificate holder with 30 days advanced notice of cancellation only when there is a written contract between the named insured and the certificate holder that requires such status.

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh & McLennan Agency LLC	Facility Solutions Group, Inc. 4401 Westgate Blvd., Suite 310 Austin TX 78745
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

The General Liability policy includes a blanket additional insured endorsement that provides each premises owner, manager, or lessor as additional insured without a written contract or agreement in place.

The General Liability policy includes Contractual Liability when there is a written contract in place between the named insured and the certificate holder which requires such status prior to the loss.

The Umbrella policy follows form over the General Liability, Automobile Liability, and Employers Liability policies.

The Umbrella Liability policy has a $4,000,000 limit per occurrence/aggregate. However, there are two Excess Liability policies which sit over the Umbrella policy and provide an additional $21,000,000 per occurrence/aggregate for a combined $25,000,000 in Umbrella/Excess Liability over the underlying General Liability, Automobile Liability, and Workers' Compensation policies.

The Pollution Liability policy includes a Blanket Additional Insured endorsement which provides automatic additional insured status to any person or organization which is required to be granted this status in a written contract with the Named Insured.

The Pollution Liability policy coverage form includes an Other Insurance clause which states this policy will be Primary and Non-contributory if there is a written contract between the named insured and the certificate holder which requires such status.

The Pollution Liability policy coverage form includes a Waiver of Subrogation clause which applies to the certificate holder when there is a written contract in place between the named insured and the certificate holder which requires such status.

The Cyber Liability policy includes a Blanket Additional Insured clause which provides the certificate holder with additional insured status on a blanket basis when there is a written contract with the named insured which requires such status.

RE: Project: 24703 - Park Sports Fields Lights.

Certificate Holder Includes: The City of Placentia, its officers, employees, representatives, attorneys, and volunteers.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:
1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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POLICY NUMBER: ZCE16P64579 ISSUE DATE: 12/31/2023

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS FOR SPECIFIED POLLUTION LIABILITY

This endorsement modifies insurance provided under the following:

TRAVELERS ECP CUSTOM℠ GENERAL PROVISIONS FORM

SCHEDULE OF DESIGNATED PERSONS OR ORGANIZATIONS FOR SPECIFIED POLLUTION LIABILITY

Designated Person Or Organization For Specified Contractors Pollution Liability:

ANY PERSON OR ORGANIZATION THAT THE "NAMED INSURED" AGREED IN A WRITTEN CONTRACT TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS INSURANCE.

Designated Person Or Organization And Covered Location For Specified Site Pollution Liability:

Designated Person Or Organization For Specified Site Pollution Liability:	Covered Location:

PROVISIONS

1. The following is added to the definition of "insured" in **SECTION IX – DEFINITIONS:**

   Only for the purposes of:

   (1) Any Contractors Pollution Liability Coverage;

   (2) Any Contractors Asbestos Pollution Liability Coverage; or

   (3) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "contractor waste non-owned disposal site pollution conditions";

   "insured" also means any person or organization shown as a Designated Person Or Organization For Specified Contractors Pollution Liability in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability.

   However, such person or organization is an "insured" only for "bodily injury", "property damage" or "pollution clean-up costs" arising out of "covered operations" performed by or on behalf of any "named insured" and only to the extent that the "pollution conditions" are caused by acts or omissions of such "named insured" or any of such "named insured's" subcontractors.

   Also, if the "named insured" agreed in a written contract or agreement to include such person or organization as an additional insured under this insurance, the insurance provided to such person or organization is subject to the following provisions:

   (1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom* Declarations, whichever are less.

   (2) The insurance provided to such person or organization does not apply to any:

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(a) "Bodily injury", "property damage" or "pollution clean-up costs" resulting from:

(i) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or

(ii) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured"; or

(b) "Bodily injury", "property damage" or "pollution clean-up costs" arising out of any "named insured's" operation, maintenance, or use of equipment rented or leased from that person or organization if the "pollution conditions" commenced after the equipment lease expires.

2. The following is added to the definition of "insured" in **SECTION IX – DEFINITIONS:**

Only for the purposes of:

(1) Any Site Pollution Liability Coverage; or

(2) Any Non-Owned Disposal Site Pollution Legal Liability Coverage if the "non-owned disposal site pollution conditions" are "operator waste non-owned disposal site pollution conditions";

"insured" also means any person or organization shown as a Designated Person Or Organization For Specified Site Pollution Liability in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability.

However:

(1) Such person or organization is an "insured" for the purposes of any Site Pollution Liability Coverage only for:

(a) "Bodily injury" or "property damage" resulting from "pollution conditions" at, on, under or from;

(b) "Pollution clean-up costs" for "pollution conditions" from; or

(c) "Bodily injury" or "property damage" resulting from, or "pollution clean-up costs" for, "transportation pollution conditions", if coverage for "transportation pollution conditions" is included in this coverage form, involving "pollutants" being transported to or from;

the "covered location" shown for such person or organization in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability; and

(2) Such person or organization is an "insured" for the purposes of any Non-Owned Disposal Site Pollution Legal Liability Coverage only for "bodily injury" or "property damage" resulting from, or "pollution clean-up costs" for, "operator waste non-owned disposal site pollution conditions" that are a discharge, dispersal, seepage, migration, release or escape of waste that originated from the "covered location" shown for such person or organization in the Schedule Of Designated Persons Or Organizations For Specified Pollution Liability.

Also, if the "named insured" agreed in a written contract or agreement to include such person or organization as an additional insured under this policy, the insurance provided to such person or organization is subject to the following provisions:

(1) The limits of insurance provided to such person or organization will be the minimum limits which the "named insured" agreed to provide in the written contract or agreement, or the limits shown in the *Travelers ECP Custom* Declarations, whichever are less.

(2) The insurance provided to such person or organization does not apply to any "bodily injury", "property damage" or "pollution clean-up costs" arising out of:

(a) "Pollution conditions" that commenced before the written contract or agreement was signed by the "named insured"; or

(b) "Pollution conditions", or any incident, condition or other circumstance which could become "pollution conditions", that was known, or reasonably should have been known, by such person or organization or by any of that

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organization's employees, and that was not previously disclosed to a "responsible person" before the written contract or agreement was signed by the "named insured".

3. The following is added to Exclusion **b., Claims By Insureds Against Insureds Or By Related Persons Or Organizations,** in Paragraph **2.** of **SECTION I – COVERAGE:**

For the purposes of any Contractors Pollution Liability Coverage, Contractors Asbestos Pollution Liability Coverage, Non-Owned Disposal Site Pollution Legal Liability Coverage or Site Pollution Liability Coverage, Paragraph **(1)** of this exclusion also does not apply to any "claim" for "loss" that is made by or on behalf of any person or organization that qualifies as an "insured" for such coverage under the Additional Insured - Designated Persons Or Organizations For Specified Pollution Liability endorsement.

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TRAVELERS
ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 002

POLICY NUMBER: UB-1L110848-23-25-K

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.
INCLUDING:
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE** :

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES AT WHICH YOU ARE PERFORMING OR HAVE PERFORMED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE OF ADDITIONAL INSUREDS

Person Or Organization:

Each premises owner, manager, or lessor that you agree, but not in a written contract or agreement, to include as an additional insured on this Coverage Part.

Project Or Location Of Covered Operations:

Each project for which a written contract you have with a tenant of a premises:

1. Owned or leased by a person or organization that is a premises owner or lessor shown in the Schedule above; or

2. Managed by a person or organizaiton that is a premises manager shown in the Schedule above; requires "your work" to be performed for such tenant.

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

1. Any person or organization shown in the Schedule Of Additional Insureds that is a premises owner, manager or lessor of premises at which you are performing or have performed operations is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage"; and

b. If, and only to the extent that, the "bodily injury" or "property damage" is caused by acts or omissions of you or your subcontractor in the perfo rmance of "your work" on or for the project, or at the location, shown in the Schedule Of Additional Insureds. The person

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or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

2. The insurance provided to such person or organization does not apply to "bodily injury" or "property damage" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
   b. Supervisory, inspection, architectural or engineering activities.
3. As a condition of coverage provided to the additional insured:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence".
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this insurance.

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GORDIAN®

Work Order Signature Document

EZIQC Contract No.: CA-R8-E02-123021-FSG

[X] **New Work Order** [ ] **Modify an Existing Work Order**

Work Order Number.:	129311.00	Work Order Date:	05/23/2024
Work Order Title:	Tuffree Hill Park Lighting Project		
Owner Name:	City of Placentia	Contractor Name:	Facility Solutions Group
Contact:	Daniela Escobedo	Contact:	Chad Owens
Phone:	7149938232	Phone:	800-265-0439

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-R8-E02-123021-FSG.

Brief Work Order Description:

The first is Tuffree Park sports lighting retrofit. They have asked us to provide a quote to upgrade their sports lights to LED's. The second is at Tuffree Park as well; retrofitting the tennis court/pickleball court lighting and adding lights to some of the poles to increase lighting in the parking lot

Time of Performance Estimated Start Date:

Estimated Completion Date:

Liquidated Damages Will apply: [ ] Will not apply: [X]

Work Order Firm Fixed Price: $218,985.32

Owner Purchase Order Number:

Approvals

City of Placentia Date

Contractor Date

Detailed Scope of Work

To: Chad Owens
Facility Solutions Group
801 Richfield Road
Placentia, CA 92870
800-265-0439

From: Daniela Escobedo
City of Placentia
401 E Chapman Ave.
Placentia, CA 92870
7149938232

Date Printed: May 23, 2024

Work Order Number: 129311.00

Work Order Title: Tuffree Hill Park Lighting Project

Brief Scope: The first is Tuffree Park sports lighting retrofit. They have asked us to provide a quote to upgrade their sports lights to LED's. The second is at Tuffree Park as well; retrofitting the tennis court/pickleball court lighting and adding lights to some of the poles to increase lighting in the parking lot

☐ **Preliminary**	☐ **Revised**	☒ **Final**

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Baseball fields - proposal to replace 56 existing metal halide sportslight fixtures with new Cooper/Ephesus LED sportslighter fixtures Fixtures to include Airmesh controls and a 10 year labor warranty Tennis courts- proposal to replace existing metal halide area lights with new Revo Spartan LED fixtures. 3 of the fixtures to include motion sensors that are pointed at the parking lot

Subject to the terms and conditions of ezIQC Contract **CA-R8-E02-123021-FSG**.

Contractor _____ Date _____

City of Placentia _____ Date _____

Contractor's Price Proposal - Summary

Date: May 23, 2024

Re:

IQC Master Contract #:	CA-R8-E02-123021-FSG
Work Order #:	129311.00
Owner PO #:	
Title:	Tuffree Hill Park Lighting Project
Contractor:	Facility Solutions Group
Proposal Value:	$218,985.32

Section - 01	**$8,567.00**
Section - 26	**$210,418.33**
Proposal Total	**$218,985.32**

Thisl total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: May 23, 2024

Re:

IQC Master Contract #:	CA-R8-E02-123021-FSG
Work Order #:	129311.00
Owner PO #:	
Title:	Tuffree Hill Park Lighting Project
Contractor:	Facility Solutions Group
Proposal Value:	$218,985.32

	Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)			
Section - 01						
1	01 22 16	00 0002		EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs as directed by Owner. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	$5,233.51
				Installation	Quantity 4,306.00 x Unit Price 1.00 x Factor 1.2154 = Total 5,233.51	
				bonds		
2	01 22 23	00 0006		WK	40' Engine Powered, Telescoping Boom Man Lift With Platform	$1,125.49
				Installation	Quantity 1.00 x Unit Price 1,039.43 x Factor 1.0828 = Total 1,125.49	
3	01 22 23	00 0009		WK	60' Engine Powered, Telescoping Boom Man Lift With Platform	$1,565.59
				Installation	Quantity 1.00 x Unit Price 1,445.87 x Factor 1.0828 = Total 1,565.59	
4	01 22 23	00 0062		WK	30' Electric, Scissor Platform Lift	$642.41
				Installation	Quantity 1.00 x Unit Price 593.29 x Factor 1.0828 = Total 642.41	
Subtotal for Section - 01						**$8,567.00**
Section - 26						
5	26 01 20	91 0002		EA	Lock Out/Tag Out Local DisconnectExcludes tag or padlock See CSI section 26 01 20 91-0004 for padlock, 26 01 20 91-0005 for tag(s).	$164.59
				Installation	Quantity 4.00 x Unit Price 38.00 x Factor 1.0828 = Total 164.59	
6	26 56 19	00 0199		EA	240 LEDs, 533 System Watts, Direct Or Arm Mount, Rectangular, High Output, LED Area Fixture (CREE® BetaLED® Edge® ARE-EHO)	$185,858.46
				Installation	Quantity 56.00 x Unit Price 2,903.68 x Factor 1.0828 = Total 176,069.86	
				Demolition	Quantity 56.00 x Unit Price 161.43 x Factor 1.0828 = Total 9,788.60	
					upgrade to Ephesus EPH-LS-08-0680N-BLK-57-70-2S-C00-XV-AM-RY-A04-CV5-BP-ST LED fixture	
7	26 56 19	00 0199	0594	MOD	For Multi-Level, Add	$5,946.65
				Installation	Quantity 56.00 x Unit Price 98.07 x Factor 1.0828 = Total 5,946.65	
8	26 56 19	00 0199	0669	MOD	For >50 To 100, Deduct	-$8,803.25
				Installation	Quantity 56.00 x Unit Price -145.18 x Factor 1.0828 = Total -8,803.25	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 129311.00
Work Order Title: Tuffree Hill Park Lighting Project

Section - 26

9	26	56	19	00	0219	EA	14,000 Lumens, 140 Watt, Arm Mount, Rectangular, LED Area Fixture (Everlast EL-LED-VS)					$27,251.88
								Quantity		Unit Price	Factor	Total
							Installation	25.00	x	844.09 x	1.0828 =	22,849.52
							Demolition	34.00	x	119.58 x	1.0828 =	4,402.36
							Upgrade to Revo Spartan LED with selectable wattage and kelvin. removal of 9 extra existing fixtures					

Subtotal for Section - 26 **$210,418.33**

Proposal Total **$218,985.32**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: **%**

Subcontractor Listing

Date: May 23, 2024

Re:

IQC Master Contract #:	CA-R8-E02-123021-FSG
Work Order #:	129311.00
Owner PO #:	
Title:	Tuffree Hill Park Lighting Project
Contractor:	Facility Solutions Group
Proposal Value:	$218,985.32

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		$0.00	0.00

RESOLUTION NO. R-2024-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, via Resolution No. R-2024-38 is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Parks & Rec Impact Fees Fund	Fund Balance	Community Services	0063-3001	$56,000	Decrease
Parks & Rec Impact Fees Fund	Tuffree Parks Sports Fields Lighting Project	Community Services	637506-6760	$56,000	Increase

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

PASSED, ADOPTED AND APPROVED THIS 17th DAY OF SEPTEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September 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

DocuSign Envelope ID: 7DC41F5F-8AF5-4EBC-B78F-B93CAA62C837

AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-E02-123021-FSG

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-E02-123021-FSG, is effective upon the date of the last signature below.

Sourcewell and Facility Solutions Group ("Contractor") have entered into an Indefinite Quantity Construction Contract, Contract Number **CA-R8-E02-123021-FSG**, with an initial term ending January 31, 2023, and three bilateral options to extend for an additional one-year term ("Contract"). The parties agree that the Contractor's Adjustment Factors will be modified, and that Sourcewell's offer of a one-year extension term will be accepted by Contractor.

MODIFICATION: OPTION PERIOD

Pursuant to the Contract, the following are the Adjustment Factors for the term ending January 31, 2024:

Base Year Index		
	Date	Index
1	December 2020	11625.95
2	January 2021	11627.94
3	February 2021	11698.79
4	March 2021	11749.75
5	April 2021	11849.32
6	May 2021	11989.91
7	June 2021	12112.05
8	July 2021	12237.69
9	August 2021	12463.13
10	September 2021	12464.55
11	October 2021	12464.94
12	November 2021	12467.32
	Base Year Average	**12062.6116**

First Year Index		
	Date	Index
1	December 2021	12481.82
2	January 2022	12555.55
3	February 2022	12683.97
4	March 2022	12791.43
5	April 2022	12898.96
6	May 2022	13004.47
7	June 2022	13110.50
8	July 2022	13167.84
9	August 2022	13171.07
10	September 2022	13173.43
11	October 2022	13174.92
12	November 2022	13174.98
	First Year Average	**12830.9416**

Adjustment: $\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{12949.0783}{12062.6116} = 1.0735$

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CA-R8-E02-123021-FSG	Original Adjustment Factor	x Adjustment	=	Adjustment Factor 02/01/23 through 01/31/24
Normal Working Hours – Prevailing Wage	0.9800	1.0735		1.0520
Other Than Normal Working Hours – Prevailing Wage	1.0800	1.0735		1.1594
Secured/Medical Facilities – Prevailing Wage Rate	1.2300	1.0735		1.3204
All-Union Wage	1.3500	1.0735		1.4492
Non Pre-Priced	1.2972	1.0000		1.2972

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period February 1, 2023 through January 31, 2024.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 1/11/2023 | 8:27 PM CST

Facility Solutions Group

DocuSigned by:
By: Chad Owens
4DFC70601C9C4C3...

Chad Owens
Title: Vice President of California

Date: 1/11/2023 | 8:23 PM CST

DocuSign Envelope ID: 02039B30-548E-4810-AB84-813E6EAD65F7

AGREEMENT TO
MODIFY AND EXTEND
SOURCEWELL CONTRACT #CA-R8-E02-123021-FSG

THIS AGREEMENT TO MODIFY AND EXTEND, Sourcewell Contract #CA-R8-E02-123021-FSG, is effective upon the date of the last signature below.

Sourcewell and Facility Solutions Group ("Contractor") have entered into an Indefinite Quantity Construction Contract, Contract Number **CA-R8-E02-123021-FSG**, with an initial term ending January 31, 2023, and three bilateral options to extend for an additional one-year term ("Contract"). The Contract has previously been extended by the parties for the term ending January 31, 2024. The parties agree that the Contractor's Adjustment Factors will be modified, and that Sourcewell's offer of a one-year extension term will be accepted by Contractor.

MODIFICATION: OPTION PERIOD

Pursuant to the Contract, the following are the Adjustment Factors for the term ending January 31, 2025:

Base Year Index		
	Date	Index
1	December 2020	11625.95
2	January 2021	11627.94
3	February 2021	11698.79
4	March 2021	11749.75
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6	May 2021	11989.91
7	June 2021	12112.05
8	July 2021	12237.69
9	August 2021	12463.13
10	September 2021	12464.55
11	October 2021	12464.94
12	November 2021	12467.32
	Base Year Average	**12062.6116**

Second Year Index		
	Date	Index
1	December 2022	13160.29
2	January 2023	13175.03
3	February 2023	13175.93
4	March 2023	13176.30
5	April 2023	13229.57
6	May 2023	13288.27
7	June 2023	13345.00
8	July 2023	13424.98
9	August 2023	13472.56
10	September 2023	13485.67
11	October 2023	13497.97
12	November 2023	13510.57
	Second Year Average	**13328.5116**

Adjustment: $\frac{\text{Second Year Index Average}}{\text{Base Year Index Average}} = \frac{13328.5116}{12062.6116} = 1.1049$

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CA-R8-E02-123021-FSG	Original Adjustment Factor	x Adjustment	=	Adjustment Factor 02/01/24 through 01/31/25
Normal Working Hours – Prevailing Wage	0.9800	1.1049		1.0828
Other Than Normal Working Hours – Prevailing Wage	1.0800	1.1049		1.1933
Secured/Medical Facilities – Prevailing Wage Rate	1.2300	1.1049		1.3590
All-Union Wage	1.3500	1.1049		1.4916
Non Pre-Priced	1.2972	1.0000		1.2972

EXERCISE OF OPTION: EXTENSION

Contractor and Sourcewell hereby desire and agree to extend the Contract, with the above modification, for the period February 1, 2024 through January 31, 2025.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 1/17/2024 | 9:24 AM CST

Facility Solutions Group

DocuSigned by:
Chad Owens
4DFC70601C9C4C3...

By: _____
Chad Owens
Title: Vice President

Date: 1/17/2024 | 9:07 AM CST

DocuSign Envelope ID: 8F611793-D3D0-4752-A444-A75BE6F8200E

Indefinite Delivery-Indefinite Quantity Construction Contract

Contract Number: CA-R8-E02-123021-FSG

This Indefinite Delivery-Indefinite Quantity Construction Contract (Contract) is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **Facility Solutions Group,** 801 Richfield Road, Placentia, CA 92870 (Contractor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state and municipal governmental entities, K-12 and higher education entities, nonprofit entities, tribal governments, and other public entities located within the United States.

The Contractor desires to contract with Sourcewell to provide construction services to entities that access Sourcewell's indefinite delivery-indefinite quantity (IDIQ) construction contracts within the Region.

I. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract, including the General Terms and Conditions incorporated by reference, is effective upon the later of February 1, 2022 or the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires **January 31, 2023**, unless it is terminated sooner pursuant to Article XX of the General Terms and Conditions, which are incorporated into this Contract by reference. This Contract may be extended up to three additional one-year periods upon request of Sourcewell and with written agreement by the Contractor, not to exceed a total of four years.

II. REGION

The Contractor's Region is as follows: Region 8.

III. ADJUSTMENT FACTORS

The Contractor will perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors. See the General Terms and Conditions for additional information.

A. **Normal Working Hours - Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 0.9800.

B. **Other Than Normal Working Hours - Prevailing Wage Rate Projects**: Work performed from 4:00 p.m. to 7:00 a.m. Monday to Friday, and any time Saturday, Sunday and Holidays. The Contractor will

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perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.0800.

C. **Secured/Medical Facilities - Prevailing Wage Rate Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.2300.

D. **All-Union Wage Projects**: Work performed from 7:00 a.m. until 4:00 p.m. Monday to Friday, except Holidays. The Contractor will perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of: 1.3500.

E. **Non pre-priced Adjustment Factor**: To be applied to Work determined not to be included in the CTC but within the general scope of the work: 1.2972.

VI. AUTHORIZED REPRESENTATIVE

A. Sourcewell's Authorized Representative is its Chief Procurement Officer.

B. The Contractor's Authorized Representative is Jeff Johnson. If the Contractor's Authorized Representative changes at any time during this Contract, Contractor must promptly notify Sourcewell in writing.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO

Title: Chief Procurement Officer

Date: 1/31/2022 | 8:13 PM CST

Facility Solutions Group

DocuSigned by:
By: Jeff Johnson
B48D1EACCFB5496...

Jeff Johnson

Title: Division Manager

Date: 1/31/2022 | 10:43 AM CST

Indefinite Delivery-Indefinite Quantity Construction Contract
General Terms and Conditions
for
Solicitation: IFB #CA-123021
State of California

I. DEFINITIONS

The following definitions apply to all articles of the Contract and General Terms and Conditions.

A. ADJUSTMENT FACTORS. The Contractor's competitively bid price adjustment to the Unit Prices that are published in the Construction Task Catalog. Adjustment Factors are expressed as an increase to or decrease from the Construction Task Catalog's published prices and may be modified periodically during the term of this Contract, through written amendment.

B. BID SAFE. A proprietary software product of Gordian that offers a secure, online construction procurement process. This software may not be applicable in a particular region or project.

C. CONSTRUCTION TASK CATALOG (CTC). The CTC is Gordian's proprietary comprehensive listing of specific construction-related tasks created and customized for the solicitation under which this Contract was awarded. Each task has an assigned specific unit of measurement and Unit Price using current local labor, material, and equipment costs. The CTC, which is incorporated by reference into this Contract, and may be amended periodically during the term of this Contract, upon mutual agreement of the parties.

D. CONTRACT DOCUMENTS. The following documents comprise the Contract Documents in the following order of precedence:

1. Participating Entity's Purchase Order which may include plans, drawings, and supplemental technical specifications
2. Standard specifications of the Participating Entity (if any)[1]
3. This Contract, which also includes the General Terms and Conditions
4. Construction Task Catalog

[1] San Diego Housing Commission provisions, contract terms and conditions, and forms have been provided as a downloadable document in the documents section of this IFB's Bid Details page. These documents apply to all work being performed for the San Diego Housing Commission.

5. Technical Specifications

E. DAYS. Calendar days, unless specifically stated otherwise.

F. DETAILED SCOPE OF WORK. A document created by the Participating Entity, in conjunction with the Gordian and the Contractor, following a Joint Scope Meeting that details the work the Contractor will perform for a particular Purchase Order.

G. THE GORDIAN GROUP, INC. OR GORDIAN. Sourcewell's designated representative and contract administrator for this Contract. Gordian's support includes preparing Construct Task Catalogs and related technical specifications, providing information management systems, training to contractors, administering fee collection, and assisting with proposal or work order development.

H. HOLIDAYS. Specific days designated as legal holidays of Participating Entity, including those designated holidays under its Project Labor Agreement, and those days that Sourcewell designates as Holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day (December 24), and Christmas Day (December 25); when a holiday falls on a Saturday, the preceding Friday will be observed as a holiday and when it falls on a Sunday, the following Monday will be observed as a holiday.

I. JOINT SCOPE MEETING. The Contractor, Participating Entity representative, and Gordian representative assemble at the Site to discuss the Project and Scope of Work. The Participating Entity will present the Project in detail, with a job site visit by the Contractor, prior to preparing and submitting a Detailed Scope of Work.

J. NON-PRE-PRICED TASK (NPP). A task not included in the Construction Task Catalog, but that is within the general scope and intent of this Contract.

K. PARTICIPATING ENTITY. An entity accessing this Contract in order to accomplish the work with the Contractor. Participating entities include state and local government, education, nonprofit, tribal government, and other public agencies located within the Region described in the Contract.

L. PRICE PROPOSAL. The proposed pricing document prepared for the Participating Entity by the Contractor using the Construction Task Catalog, Adjustment Factors, and appropriate quantities.

M. PROJECT. The work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

N. PROJECT MANAGER. The person or firm designated by a Participating Entity and authorized to represent the Participating Entity in connection with a signed Purchase Order.

O. PROPOSAL PACKAGE. A group of documents and files consisting of the: Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically

requested; list of known Subcontractors; construction schedule; back-up for any Non Pre-Priced Tasks; warranty information on special equipment or materials; and or other such documentation as the Participating Entity may require.

P. PURCHASE ORDER. The document establishing the engagement by the Participating Entity to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time. The Purchase Order may consist of a notice to proceed, signed work order, or other Participating Entity required documentation.

Q. PURCHASE ORDER COMPLETION TIME. The period of time set forth in the Purchase Order by which the Contractor must complete the Detailed Scope of Work.

R. PURCHASE ORDER PRICE. The value of the approved Price Proposal and not to exceed price to be paid to the Contractor by the Participating Entity for completing the Detailed Scope of Work within the Purchase Order Completion Time.

S. REQUEST FOR PROPOSAL. The Participating Entity's written request for a contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work. A request for proposal is not a guarantee of work.

T. SITE. The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by the Participating Entity.

U. SUBCONTRACTOR. Any person, firm, or corporation, other than employees of the Contractor, that contracts with the Contractor or its subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

V. SUPPLEMENTAL PURCHASE ORDER. A purchase order issued to add, delete, or change work from an existing related Purchase Order.

W. TECHNICAL SPECIFICATIONS. The comprehensive listing of standards for quality of workmanship and materials, and the standard for the required quality of the work. The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines. Except when substitutions are clearly impermissible, all references in the Technical Specifications or the CTC to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the Contractor those items that will be satisfactory.

X. UNIT PRICE. The price published in the Construction Task Catalog for a task.

Y. WORK. The labor, material, equipment, and services necessary or convenient to the completion of Purchase Order(s).

II. PARTICIPATING ENTITY CONTRACT ACCESS

The benefits of this Contract should be available to all Participating Entities that can legally access the Scope of Work of this Contract. Any entity accessing the benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. The Contractor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and that each Participating Entity reserves the right to obtain construction services from any other source.

III. GENERAL CONDITIONS FOR PERFORMING WORK

A. COMPLIANCE.

1. *Legal and Contractual*. The work will be conducted by the Contractor in strict compliance with this Contract and all applicable federal, state, and local laws, regulations, codes, directives, standards, and specifications; this includes, but is not limited to city building codes, the specific Detailed Scope of Work, and Technical Specifications of a Purchase Order. If the Purchase Order specifies a standard that is different or more stringent that a particular law, code, or regulation, the standard set forth in the Purchase Order will control.

2. *Licenses*. The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with Sourcewell and Participating Entities. The Contractor will keep these documents properly posted at the Site at all times during the performance of the work.

3. *Permits and Filings*. The Contractor will make the necessary arrangements for and obtain all filings and permits required for the work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the city, state or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor will be treated as a reimbursable task to be paid a mark-up of 10%. The Contractor will submit a copy of the receipt for payment of such fees. The 10% mark-up will cover all costs over and above the filing and permit fees, including expeditor fees.

B. PUBLIC FACILITIES, IDENTIFICATION, AND SECURITY REQUIREMENTS. The Contractor's employees may be required to perform work at government-owned facilities, including schools. The Contractor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with the applicable Participating Entity's policies and procedures, and all applicable laws. The Contractor will comply with all identification and security requirements that the Participating Entity may establish.

In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel (such as a department of corrections prison) the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility (such as a temporary shut down to move prisoners).

C. CONTRACTOR RECORDS AND REPORTS. The Contractor will maintain accurate and complete records, files and libraries of documents to demonstrate compliance with federal, state, and local regulations, codes, applicable laws listed herein; including manufacturers' instructions and recommendations which are necessary and related to the work to be performed.

The Contractor will prepare and submit required reports, maintain current record drawings, and submit required information to Gordian and/or the Participating Entity, as applicable. The Contractor will provide: materials lists that include trade names and brand names, and model materials lists that include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Purchase Order. Upon full payment for the Project, the documents created by Contractor for the Participating Entity that are specific to the Project will become the property of the Participating Entity; including all applicable intellectual property rights.

D. GORDIAN IQCC SYSTEM. Gordian's proprietary IQCC system called ezIQC, is comprised of the eGordian and Bid Safe applications, the CTC, and Technical Specifications. The Contractor will be furnished access to eGordian software to generate the Participating Entity's required Price Proposal using the applicable CTC. Gordian will not charge the Contractor for access to the software or any related software training. The Contractor is granted the following license:

IQCC System License

Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary IQCC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and the Participating Entities under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License will terminate and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract, and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further

acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Participating Entity, this IQCC System License will take precedence.

E. REVIEW OF FIELD CONDITIONS. Before submitting a Price Proposal, the Contractor must: carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Entity; take field measurements of any existing conditions related to the work; and observe any conditions at the Site affecting the Price Proposal. Any design errors or omissions, other errors, inconsistencies, or omissions discovered by the Contractor must be reported promptly to the Project Manager. It is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor must be reported promptly to the Project Manager.

F. PERSONNEL. The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the work. During the performance of the work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

G. SUPERVISION. The Contractor must enforce strict discipline and good order among the Contractor's employees and other persons carrying out the work. The Contractor will supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor will be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor will evaluate the Site safety thereof and, except as stated below, will be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor will give timely written notice to the Project Manager and will not proceed with that portion of the work without further written instructions from the Project Manager.

The Contractor will be responsible to the Participating Entity for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.
The Contractor will be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

H. WORKMANSHIP AND QUALITY. The Contractor may make substitutions only with the written consent of the Project Manager. The Contractor will not permit employment of unfit persons or persons not skilled in the portions of the work assigned to them.

I. SHOP DRAWINGS, PRDUCT DATA, AND SAMPLES.

1. Shop drawings, product data, samples, and similar submittals are not considered as Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals that are not required by the Contract Documents may be returned by the Project Manager without action.

2. The Contractor must review for compliance with the Contract Documents, approve and submit to the Project Manager shop drawings, product data, samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of the Participating Entity or of separate contractors. Submittals that are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Project Manager without action.

3. By approving and submitting shop drawings, product data, samples and similar submittals, the Contractor represents that it has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

4. The Contractor must perform no portion of the work for which the Contract Documents require submittal and review of shop drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Project Manager.

5. The work will be performed in accordance with approved submittals except that the Contractor will not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Manager's approval of shop drawings, product data, samples or similar submittals unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submittal and a) the Project Manager has given written approval to the specific deviation as a minor change in the work, or b) a Supplemental Purchase Order or written notice has been issued authorizing the deviation. The Contractor will not be relieved of responsibility for errors

or omissions in shop drawings, product data, samples or similar submittals by the Project Manager's approval thereof.

6. The Contractor will direct specific attention, in writing or on resubmitted in shop drawings, product data, samples or similar submittals, to revisions other than those requested by the Project Manager on previous submittals. In the absence of such written notice the Project Manager's approval of a resubmission will not apply to such revisions.

7. All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are included in the CTC line item costs.

8. The Contractor will not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically requested by the Participating Entity and required by the Detailed Scope of Work; or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures, and such services are approved by the Participating Entity. The Contractor will not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Entity will specify all performance and design criteria that such services must satisfy, and the costs associated with such services will be represented by including the appropriate tasks from the CTC. The Contractor will cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the work designed or certified by such professional, if prepared by others, will bear such professional's written approval when submitted to the Project Manager. The Participating Entity will be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Entity has specified to the Contractor all performance and design criteria that such services must satisfy. The Project Manager will review, approve, or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor will not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work. The Participating Entity will have the right to provide, or designate a representative to provide, any architectural or engineering services necessary for completion of the Work.

J. CUTTING AND PATCHING.

1. The Contractor will be responsible for cutting, fitting, or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

2. The Contractor will not damage or endanger a portion of the work, or fully or partially completed construction of the Participating Entity or separate contractors, by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor will not cut or otherwise alter such construction by the Participating Entity or a separate contractor except with written consent of the Participating Entity and of such separate contractor. The Contractor will not unreasonably withhold from the Participating Entity or a separate contractor the Contractor's consent to cutting or otherwise altering the work.

K. CLEAN UP.

1. The Contractor will keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Purchase Order. At completion of the work, the Contractor will remove from and about the Site all waste materials, rubbish, Contractor's tools, construction equipment, machinery, and surplus materials.

2. If the Contractor fails to clean up, the Participating Entity may do so, and the cost thereof will be charged to the Contractor.

L. ACCESS TO THE WORK. The Contractor will provide the Project Manager access to the work at all times.

M. SUBCONTRACTORS.

1. The Contractor, as soon as practicable after award of the Purchase Order, will furnish in writing to the Project Manager the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the work. The Project Manager will promptly reply to the Contractor in writing stating whether or not, after due investigation, the Contractor has reasonable objection to any such proposed person or entity. Failure of the Project Manager to reply promptly will constitute notice of no reasonable objection.

2. The Contractor will not subcontract with a proposed person or entity with whom the Participating Entity or Project Manager has made reasonable and timely objection. Similarly, the Contractor will not be required to subcontract with anyone with whom the Contractor has made reasonable objection.

3. If the Participating Entity or Project Manager has reasonable objection to a subcontractor proposed by the Contractor, the Contractor will propose another to whom the Participating Entity or Project Manager has no reasonable objection.

N. COORDINATION WITH OTHER CONTRACTORS.

1. The Participating Entity reserves the right to perform construction or operations related to the Purchase Order with the Participating Entity's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

2. The Participating Entity will provide for coordination of the activities of the Participating Entity's own forces and of each separate contractor with the work of the Contractor, who will cooperate with them. The Contractor will participate with other separate contractors and the Participating Entity in reviewing their construction schedules when directed to do so. The Contractor will make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules will then constitute the schedules to be used by the Contractor, separate contractors, and the Participating Entity until subsequently revised.

O. PROPRIETARY RIGHTS, PATENT AND COPYRIGHT INFRINGEMENT**.**

1. Contractor will defend any action or proceeding brought against Sourcewell or any Participating Entity based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any third party proprietary rights, trademark, patent or copyright, now or hereafter issued "Proprietary Rights." Contractor will defend, indemnify and hold harmless Sourcewell or any Participating Entity from and against all damages and costs, including attorney's fees, awarded against Sourcewell or Participating Entity or Contractor in any such action or proceeding. Contractor further agrees to keep Sourcewell and any Participating Entity informed of all developments in the defense of such actions or proceedings.

2. In the event a Participating Entity is enjoined from the completion of the Work, or any part thereof in connection with any claim of infringed proprietary rights, Contractor will at it sole expense take reasonable steps to procure the right or license to operate or use the Work. If Contractor cannot so procure the aforesaid right within a reasonable time, Contractor will then, promptly at Contractor's option and Contractor's expense and in consultation with the Participating Entity, (a) modify the Work so to avoid infringement of any Proprietary Rights; or (b) replace said Work with Work that does not infringe or violate any such Proprietary Rights.

3. Sections 1 and 2 above will not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by the Participating Entity and such processes or products are something other than that which has been offered or recommended by Contractor to the Participating Entity; or (b) arising from modifications to the Work by the Participating Entity or its agents after acceptance of the Work.

P. REQUESTS OF EXTENSION OF TIME.

1. The Purchase Order Completion Time will be extended for such reasonable time as the Project Manager may determine, if the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by:
    - An act or neglect of the Participating Entity or its Project Manager, their employees, or agents
    - A separate contractor employed by the Participating Entity
    - Changes ordered in the work by the Participating Entity

- Labor disputes or civil unrest
- Fire
- Unusual delay in deliveries
- Unavoidable casualties or other causes beyond the Contractor's control
- Other causes for which the Project Manager may determine justify a delay

2. The Contractor will not make any claim for damages for the delay in the performance of any Purchase Order occasioned by any act or omission of the Participating Entity, Project Manager, or any of their representatives; and agrees that any such claim will be fully compensated for by an extension of time as provided herein.

Q. PARTIAL OCCUPANCY OF TIME.

1. The Participating Entity may occupy or use any completed or partially completed portion of the work at any stage when it is consented to by the authorized public authorities having jurisdiction over the work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Entity and the Contractor agree in writing to the conditions of such use, including payment and any other required terms. Consent of the Contractor to partial occupancy or use will not be unreasonably withheld.

2. Immediately prior to such partial occupancy or use, the Participating Entity, the Contractor and Project Manager will jointly inspect the area to be occupied or portion of the work to be used in order to determine and record the condition of the work.

3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the work will not constitute acceptance of work that does not comply with the requirements of the Contract Documents.

R. PROTECTION OF PERSONS AND PROPERTY. The Contractor must take reasonable precautions for safety of, and will provide reasonable protection to prevent damage, injury, or loss to:

1. Employees on the work and other persons who may be affected thereby;

2. The work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or sub-subcontractors; and

3. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

   The Contractor will give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor will erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Entity and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor will exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor will promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Participating Entity or Project Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor will designate a responsible member of the Contractor's organization at the Site whose duty will be the prevention of accidents. This person will be the Contractor' superintendent unless otherwise designated by the Contractor in writing to the Project Manager.

The Contractor will not permit any part of the construction or Site to be loaded in a manner that endangers safety.

S. HAZARDOUS MATERIALS.

1. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor will, upon recognizing the condition, immediately stop the work in the affected area and report the condition to the Project Manager in writing.

2. The Participating Entity will obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Entity will furnish in writing to the Contractor and Project Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor and the Project Manager will promptly reply to the Participating Entity in writing stating whether

or not either has reasonable objection to the persons or entities proposed by the Participating Entity. If either the Contractor or Project Manager has an objection to a person or entity proposed by the Participating Entity, the Participating Entity will propose another to whom the Contractor and the Project Manager have no reasonable objection. When the material or substance has been rendered harmless, the work in the affected area will resume upon written agreement of the Participating Entity and Contractor. The Purchase Order Completion Time will be extended appropriately.

3. The Participating Entity will not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

T. TESTS AND INSPECTIONS.

1. Tests, inspections and approvals of portions of the work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction will be made at an appropriate time. Unless otherwise provided, the Contractor will make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Entity, or with the appropriate public authority. The Contractor will give the Project Manager timely notice of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures.

2. If the Project Manager, Participating Entity, or public authorities having jurisdiction determine that portions of the work require, through no fault of the Contractor, additional testing, inspection or approval, the Project Manager will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Entity, and the Contractor will give timely notice to the Project Manager of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures. Such costs will be at the Participating Entity's expense.

3. If such procedures for testing, inspection or approval reveal failure of the portions of the work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Project Manager's services and expenses will be at the Contractor's expense.

4. Required certificates of testing, inspection or approval will, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.

5. If the Project Manager is to observe tests, inspections or approvals required by the Contract Documents, the Project Manager will do so promptly and, where practicable, at the normal place of testing.

6. Tests or inspections conducted pursuant to the Contract Documents will be made promptly to avoid unreasonable delay in the work.

U. PARTICIPATING ENTITY'S RIGHT TO STOP WORK AND COMPLETE WORK. A Participating Entity may order the Contractor to stop the work on any Purchase Order, or any portion thereof, at any time for any reason. If the Contractor has been ordered to stop the work, the Participating Entity may, without prejudice to other remedies, have the work completed by any available means.

V. SURVIVAL OF WORK. Any Purchase Order issued prior to the expiration of this Contract may survive after the expiration of this Contract. This means work may continue to be performed, payments may be made, and the guarantee period may continue.

W. WARRANTY. All work furnished under this Contract will be guaranteed against defective materials and workmanship, improper performance, and non-compliance with the Contract Documents for a period of one year after final acceptance of the work (Warranty Period); except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

During the Warranty Period, the Contractor will repair and replace at Contractor's own expense, all work that may develop defects whether such defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material that is repaired or replaced will have the Warranty period extended for a period of one year from the date of the last repair or replacement.

If the Contractor fails to repair, replace, rebuild, or restore such defective or damaged work promptly after receiving such notice, the Participating Entity will have the right to have the work done by others and to deduct the cost thereof from the monies owed to the Contractor. If the amount owed is insufficient to cover such costs, the Contractor will be liable to pay such deficiency on demand. The Project Manager's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding or restoring any damaged or defective work when performed by one other than the Contractor will be binding and conclusive as the amount thereof upon the Contractor.

The Contractor must obtain all manufacturer's warrantees and guarantees of all equipment and materials required by this Contract in the name of the Participating Entity.

IV. SCOPE AND PROCEDURE FOR ORDERING WORK

A. REGION. The Contractor will primarily perform work in the Region designated at the top of this Contract. However, if the parties agree, the Contractor may work in another area using its awarded Adjustment Factors and appropriate Construction Task Catalogue. If a contractor does not have a contract for the area work in which the work is to be performed, but maintains more than one contract with Sourcewell, it will use the contract that results in the lowest price for the Participating Entity.

B. SCOPE. Work will be offered to the Contractor only through an authorized Purchase Order issued in accordance with this Contract. Purchase Orders will contain the Detailed Scope of Work required for the Contractor to complete the Project for a Participating Entity. The

Contractor will provide all pricing, management, incidental drawings, shop drawings, samples, documents, work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Purchase Order. The Contractor will also be responsible for Site safety as well as Site preparation and cleanup during and after construction.

The Contractor is not guaranteed to receive a Purchase Order under this Contract.

C. CONTRACTOR SELECTION METHODOLOGY. After the Participating Entity has developed a draft Scope of Work, it will select a contractor using one of the following methods:

1. *Directly Selecting a Contractor*. Depending upon the procurement requirements of the Participating Entity, it may choose to directly select an available Sourcewell-contracted contactor, or

2. *Use of BidSafe to Select Contractor*. When p available for the Project, the Participating Entity may use Gordian's BidSafe to issue a Request for Quotation to two or more contractors in order to determine the award of a Purchase Order. The use of BidSafe will be subject to Gordian's BidSafe requirements.

D. PURCHASE ORDER COMPLETION PROCESS. Upon selection of a contractor as described in Section C. above, the Participating Entity and Gordian will work with the Contractor to complete the following:

1. JOINT SCOPING MEETING. The Contractor will attend the Joint Scope Meeting with the Participating Entity and Gordian to discuss, at a minimum:
   a. The general Scope of Work
   b. Alternatives for performing the work and value engineering
   c. Access to the Site and protocol for admission
   d. Hours of operation
   e. Staging area
   f. Requirements for professional services, sketches, drawings, and specifications
   g. Construction schedule
   h. Requirement for bonding
   i. The presence of hazardous materials
   j. Date on which the Proposal Package is due

2. DETAILED SCOPE OF WORK. Upon completion of the joint scoping meeting, Gordian, the Participating Entity, and the Contractor will work together to create a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. The Detailed Scope of Work will be the basis on which the Contractor will develop its Proposal Package. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.

3. REQUEST FOR PROPOSALS. Upon completion of the Detailed Scope of Work, the Participating Entity will issue a Request for Proposal to the Contractor. The Contractor will use Gordian's IQCC System to prepare its Price Proposal.

4. PROPOSAL PACKAGE CONTENTS. Upon issuance of the Participating Entity's Request for Proposal, the Contractor will create a Proposal Package that includes:
    a. Price Proposal: The Price Proposal will be based on the following:
        1) *Pre-Priced Tasks*: Pre-Priced tasks described, and for which a Unit Price is set forth, in the CTC. The Contractor will identify the Task and the quantities required.
        2) *Non-Pre-Priced Tasks*: A Non Pre-priced Task is a task that is not in the CTC.

            a) For Non Pre-Priced Work Performed with the Contractor's Own Forces: The Contractor will submit three independent quotes for all materials to be installed and will provide a breakdown of the labor and equipment costs.

            The final price submitted for Non Pre-Priced Tasks will be according to the following formula, and each Non Pre-Priced Task must be supported with the necessary back-up documents including the calculation below:

            i. The hourly rate for each trade classification not in the CTC multiplied by the quantity.
            ii. The rate for each piece of Equipment not in the CTC multiplied by the quantity.
            iii. Lowest of three independent quotes for all materials.

            Total Cost for Non-Pre-Priced Tasks performed by contractor's own forces = (i + ii + iii) x Non-Pre-Priced Adjustment Factor.

            b) For Non-Pre-Priced Work performed through a Subcontractor: The Contractor must submit three independent bids from Subcontractors. The Contractor may not submit a quote or bid from any supplier or Subcontractor that the Contractor is not prepared to use during the Project. The Participating Entity may require additional quotes and bids if the suppliers or Subcontractors are not acceptable or if the prices are not determined to be reasonable. If the Contractor cannot obtain three quotes or bids, the Contractor will provide this information in writing to the Sourcewell Participating Entity for review and approval.

            The final price submitted for Non Pre-Priced Work performed through a Subcontractor will the lowest of three Subcontractor quotes.

            The Total Cost for Non-Pre-priced Tasks performed by Subcontractors = Lowest of Three Subcontractor Quotes X Non-Pre-Priced Task Adjustment Factor.

            At the discretion of Gordian, Non-Pre-Priced Tasks, as well as other Tasks, may be added to the CTC during the course of the Contract. Unit prices will be established based on actual quotes from material suppliers and installers and fixed as a permanent Pre-priced Task in the CTC.

Gordian's determination as to whether an item is a Pre-Priced Task or a Non-Pre-Priced Task will be final, binding and conclusive as to the Contractor.

The means and methods of construction will be such as the Contractor may choose; subject however, to the Participating Entity's right to reject means and methods proposed by the Contractor that: Will not produce finished work in accordance with the terms of the Contract; or Unnecessarily increases the price of the Purchase Order when alternative means and methods are available.

3) *Additional Costs.* In the event the Contractor is required to work within a secured facility where labor, material, and equipment must be inspected to pass through a secured perimeter, and all work must be constantly monitored by facility personnel, such as a prison, the Contractor will be paid for the labor time lost as a result of such perimeter inspection, as well as any loss of time resulting from a temporary shut down of the work site required by the facility, such as a temporary shut down to move prisoners.

   The value of the Price Proposal will be calculated by summing the total of the calculations for each Pre-Priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.

b. Incidental drawings, sketches, or specification information,
c. Quantity take-offs supporting all material quantities,
d. Catalog cuts providing information on materials or products, as specifically requested,
e. The list of known Subcontractors,
f. Construction schedule,
g. Back-up data for any Non-Pre-Priced Tasks (identified above),
h. Warranty information on special equipment or materials, and
i. Other such documentation as the Participating Entity may require.

By submitting a Price Proposal to the Participating Entity, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price it submits. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the Participating Entity. However, when trade jurisdiction rules or small quantities, the cost of a minor task in the Price Proposal is less than the cost of the actual labor and material to perform such task, the Participating Entity may permit the Contractor to be paid for such task as a Non-Prepriced Task, or use Prepriced labor tasks and material component pricing to cover the actual costs incurred. Provided that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed $5,000.

E. WAGE RATES AND GOALS REQUIRED BY LAW. If other wage rates are required by law (such as prevailing wage), the Contractor must pay such wages to all workers in accordance with the

applicable laws. If the Work is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

The wage rates used in the CTC were the prevailing wage rates, if any, in effect at the time the IFB was issued. If prevailing wage rates are revised prior to completion of the Project, the revised rate will apply to this Contract from the effective date of such revision; however, such revision will not entitle Contractor to any increased compensation under the terms of the Contract.

The Contractor must meet any goals or requirements established by the Participating Entity ordering the work, and/or satisfy the intent of said goals or requirements, with regard to small, local, minority, women, veteran or disadvantaged business enterprises. Additional participation goals may be incorporated into the detailed scope of work.

F. TIME FOR SUBMITTAL OF THE PROPOSAL PACKAGE.

1. The Proposal Package will be submitted by the date indicated on the Request for Proposal. All incomplete Proposal Packages will be rejected. The time allowed for preparation of the Proposal Package will depend on the complexity and urgency of the Project but should average between seven and fourteen days. On complex Projects, such as those requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

2. In emergency situations and for Projects requiring immediate completion, the Proposal Package may be required quickly and the due date will be so indicated on the Request for Proposal or, the Contractor may begin work immediately, with the paperwork to follow.

3. If the Contractor fails to meet the deadline for submittal of the Proposal Package, this may be reason to suspend issuance of this particluar Purchase Order.

4. If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Proposal Package, the request must be submitted so that the submittal of the Proposal Package is not delayed.

G. REVIEW OF THE PROPOSAL PACKAGE.

1. Gordian and/or the Participating Entity will evaluate the Price Proposal by evaluating the nature and number of Tasks proposed against the agreed upon Detail Scope of Work and will determine the reasonableness of approach. Furthermore Gordian or the Participating Entity may compare the Price Proposal to the cost estimate for the Detailed Scope of Work. Gordian or the Participating Entity reserves the right to reject a Price Proposal based on unjustifiable/unsupported (with take off details) quantities and/or Tasks, schedule, inadequate documentation, or for any other reason.

2. If Gordian and/or the Participating Entity finds any part of the Price Proposal unacceptable, Gordian or the Participating Entity may request the Contractor to re-

submit its Price Proposal or cancel the Project. The Contractor is expected to submit correct Price Proposals the first time. Adjustments to the Price Proposal may occasionally need to be made after review by Gordian and the Participating Entity. In that event, Gordian may permit the Contractor to submit the first Price Proposal and a second Price Proposal for each Purchase Order.

3. Additionally, Gordian and/or the Sourcewell Participating Entity will evaluate all other components of the Proposal Package and may request revisions thereto.

4. Requested revisions to any and all of the Proposal Package components should be made by the Contractor and resubmitted in no more than three working days. If after the second review by Gordian and/or the Participating Entity, Gordian and/or the Participating Entity finds requested revisions to the Proposal Package that were not made, this may be reason to suspend that particular Purchase Order.

5. Failure by the Contractor to submit Proposal Packages, and revisions thereto, in a timely manner (within time frames described above) is grounds for suspension of all future Purchase Orders.

6. The Participating Entity reserves the right to obtain Price Proposals from any or all of the contractors awarded an IQC contract.

7. If the Contractor continues to submit Price Proposals that are rejected by Gordian, Sourcewell may declare the Contractor in default and initiate termination of the Contract.

H. DELIVERY OF THE PROPOSAL PACKAGE. After Gordian reaches an agreement with the Contractor on the Proposal Package and any requested revision thereto, if applicable, Gordian will assemble and deliver the Proposal Package for the Participating Entity's consideration.

If the Contractor submits a Proposal Package with inaccurate Adjustment Factors, the Contractor waives all rights to any further compensation above the Purchase Order Price submitted in the Proposal Package.

The Contractor cannot delay submission of the Proposal Package past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the Contractor must use the Adjustment Factors that would have been in effect without the delay.

I. REVIEW OF THE PROPOSAL PACKAGE BY THE PARTICIPATING ENTITY AND ISSUANCE OF PURCHASE ORDER.

1. The Participating Entity will evaluate the entire Proposal Package.

2. The Participating Entity may reject a Proposal Package for any reason.

3. The Participating Entity may request changes to or clarifications of any part of the Proposal Package. A Participating Entity may also require a certificate of insurance or labor, material payment, or performance bonds. The Contractor and Gordian will work

together to make any requested revisions in a timely manner and resubmit a revised Proposal Package.

4. Upon approval of the Proposal Package by the Participating Entity, the Participating Entity may issue a signed Purchase Order, Notice of Award, or similar document accepting the Contractor's offer. The document will include:
   a) Reference to the Detail Scope of Work
   b) The Purchase Order Price
   c) Start date, Purchase Order Completion Time (duration) and completion date
   d) Whether liquidated damages will apply

5. Once the Contractor accepts the Purchase Order, the Contractor may not refuse to perform the work. Such actions may be grounds for termination of this Contract or other disciplinary action at the option of Sourcewell.

6. If performance and payment bonding is required, or if a separate and/or special insurance certificate is required, the Contractor will deliver such requirement to the Participating Entity within 10 days of notification of the requirement.

7. Within two business days of receipt of a Purchase Order from a Participating Entity, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

8. Within two business days of sending an Invoice to a Participating Entity, the Contractor must provide notification to Gordian of each Invoice by forwarding a copy of the Invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

J. CHANGES TO THE SCOPE OF WORK.

1. The Participating Entity reserves the right to make, in writing, at any time during the work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. Such changes, deletions, or additions will not invalidate the Contract or the Purchase Order nor release the surety, if any, and the Contractor agrees to perform the work as altered.

2. All changes, deletions, and additions to the Detailed Scope of Work will be reflected in a Supplemental Purchase Order developed and priced in accordance with the procedure for developing and approving all Price Proposals.

K. PUNCH LIST COMPLETION.

1. The Contractor understands and agrees that time is of the essence in closing out the work of each Purchase Order under this Contract. Upon Substantial Completion of the work, the Punch List will be transmitted to the Contractor from the Participating Entity. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

2. Failure of the Contractor or its Subcontractors to begin the Punch List Work within three business days after receipt of the Punch List will be construed as failure to prosecute the work of the Contract.

3. Punch List Work will be continuously prosecuted once begun and completed within 30 Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages as identified in by the Participating Entity's Purchase Order will apply.

L. BONDS: PAYMENT AND PERFORMANCE OR MATERIAL AND WORKMANSHIP. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver a Labor and Material Payment Bond and a Performance Bond in the amount of such Purchase Order. If required by the Participating Entity for a particular Purchase Order, the Contractor will deliver Material and Workmanship Bonds in the amount required by the Participating Entity. The bonds must be in a form, and executed by a surety, acceptable to the Participating Entity. The bonds must be received before the Notice to Proceed will be issued. The Contractor will be compensated for the cost of the bonds up to 2% of the Work Order Price through the Reimbursable Fee work task in the Construction Task Catalog. The Contractor will apply a 1.1000 Adjustment Factor to the Reimbursable Fee work task rather than applying the Contractor's competitively bid Adjustment Factor.

M. TERMINATION OF ORDERS. Participating Entities may terminate a Purchase Order, in whole or in part, immediately upon notice to the Contractor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the work

2. Federal or state laws or regulations prohibit the work

3. The Contractor commits any material breach of this Contract or Purchase Order

N. PURCHASE ORDER GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's Purchase Order will be determined by the Participating Entity.

V. ADJUSTMENT FACTORS AND PAYMENTS

A. PREVAILING WAGE RATES AND PARTICIPATION REQUIREMENTS. When applicable, the Contractor will be responsible for paying prevailing wages to all workers in accordance with the applicable laws; and the wage rates in the CTC will be the prevailing wage rates. If the state in which the work is located revises its prevailing rate of hourly wages prior to completion of the Project, the revised rates will apply to this Contract from the effective date of the revision; however, any such revision will not entitle the Contractor to any increased compensation under the terms of this Contract.

If other wage rates are required by law, the Contractor must pay those wages to all workers in accordance with the applicable laws. If the Purchase Order is performed in whole or in part using federal funding, then the Davis Bacon Wages for that area will apply.

B. ECONOMIC PRICE ADJUSTMENT. Upon request by the Contractor, or upon the initiative of Gordian, the Contractor's Adjustment Factors may be updated at the time of the periodic extension of this Contract.

1. The Contractor's Adjustment Factors will be calculated according to the following:

   a. A Base Year Index will be calculated by averaging the 12 month Construction Cost Indices for the average of the 20 cities published in the *Engineering News Record* for the 12 months immediately prior to the month of the Solicitation (e.g., for an April solicitation, the Base Year Index will be April of the prior year to March of the Solicitation year).

   b. A Current Year Index will be calculated by averaging the 12 month Construction Cost Indices for the average of the twenty cities published in the *Engineering News Record* for the 12 months beginning with the month of anniversary of the Solicitation (e.g., for an April solicitation, the Current Year Index will be April of the prior year to March of the current year).

   c. The Economic Price Adjustment will be calculated by dividing the Current Year Index by the Base Year Index.

   d. The Contractor's original Adjustment Factors will be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.

   e. Averages will be obtained by summing the 12-month indices and dividing by 12.

   f. All calculations in this article will be carried to the fifth decimal place and founded to the fourth decimal place. The following rules will be used for rounding:
      - The fourth decimal place will be rounded up when the fifth decimal place is five or greater.
      - The fourth decimal place will remain unchanged when the fifth decimal place is less than five.

2. *Engineering News Record* occasionally revises indices. *Engineering News Record's* Construction Cost Indices used in the calculations described above will be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an *Engineering News Record* revision. Revised Construction Cost Indices, if any, will be used in subsequent calculations.

C. PARTIAL PAYMENTS.

1. The Contractor may submit a monthly Application for Payment for Work completed to date. The Contractor will submit Certified Payroll Records, and such other supporting documentation as may be required by the Project Manager. The Contractor may be required to submit Certified Payroll Records online. The Project Manager will inspect the work within a reasonable time and the Participating Entity will make partial payments to the Contractor based on the approved value of completed work.

2. As permitted by the law or policy of the Participating Entity, the Participating Entity may withhold retainage per purchase order until completion of the Project.

3. The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Participating Entity, out of the amount paid to the Contractor on account of such Subcontractor's portion of the work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the work. The Contractor will, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its sub-Subcontractors in a similar manner.

D. FINAL PAYMENTS.

1. The Contractor will notify the Project Manager when the Detailed Scope of Work is complete and ready for final inspection. The Project Manager will promptly make such inspection. If the Project Manager finds the Detailed Scope of Work complete and all final documentation submitted, the Project Manager will notify the Contractor that a final Application for Payment may be submitted.

2. The Contractor may then submit a final Application for Payment. The Contractor will submit Certified Payroll Records and such supporting documentation as may be required by the Project Manager. The Participating Entity will make final payment to the Contractor.

3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier will constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

VI. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. The Contractor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell and Gordian if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell, Gordian, and Participating Entity inquiries; and
- Business reviews with Sourcewell, Gordian, and Participating Entities, if applicable.

B. BUSINESS REVIEWS. The Contractor must perform a minimum of one business review with Sourcewell and Gordian per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

VII. CONTRACT ACTIVITY REPORT AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT ACTIVITY REPORT. The Contractor must report contract activity within eGordian and complete all required fields.

The Report must contain the following fields related to Purchase Orders received from Participating Entities:

- Participating Entity Name,
- Participating Entity's Complete Address,
- Sourcewell Assigned Participating Entity Number,
- Brief Description of the work,
- Transaction Date,
- Total Sales Amount, and
- Applicable Sourcewell Contract Number.

B. ADMINISTRATIVE FEE. The Contractor must pay an administrative fee in exchange for the administration of the contracts by Sourcewell and Sourcewell's contract administrator, Gordian. The Contractor will pay to Gordian an administrative fee of 7.5% of the total paid by the Participating Entity to the Contractor for the Work.

The Administrative Fee will be remitted monthly by the Contractor to the address below.

The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498

The Contractor will be assessed a 1% per month late fee for any Administrative Fees not paid by the due date set forth herein.

In order to audit this section, Sourcewell or Gordian may request records from the Contractor for all work performed under this Contract. If a discrepancy exists between the actual activity and the Administrative Fees paid, Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor 10 days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of Sourcewell or Gordian, Sourcewell or Gordian reserve the right to engage a third party to conduct an independent audit of the Contractor's records. In the event the Contractor is found not to be in compliance with this Contract, the Contractor will reimburse Sourcewell or Gordian for the cost and expense related to such audit.

In the event the Contractor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any bid or proposal submitted by the Contractor to a Sourcewell or a Participating Entity. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

C. TAXES. The Contractor will pay all sales, consumer, use and other similar taxes required by law for which a valid exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services, or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefor

VIII. ADDITIONAL TERMS

A. SURVIVAL OF TERMS. The following Articles of these General Terms and Conditions survive the expiration or cancellation of this Contract: III. A, C, O, V, and W; IX; XIII; and XV.

B. ASSIGNMENT. Neither the Contractor nor Sourcewell may assign or transfer any rights, interest, or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement.

C. AMENDMENTS. Any amendment of, including extension to, this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

G. SEVERABILITY. If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

H. GRATUITIES. As it relates to this Contract, or any of the Contractor's efforts to secure this Contract or any of the work that may be offered or assigned hereunder, the Contractor is prohibited from offering or giving gratuities or favors, of any form, to Sourcewell, Gordian, or Participating Entities, including any of their representatives or agents.

Sourcewell may immediately cancel this Contract and notify proper authorities in the event Sourcewell determines that the Contractor or any of its agents offered or gave gratuities or favors of any form, including but not limited to: entertainment, gifts, cash, promise or forgiveness, or any other form of gratuity or favor to any employee or agent of Sourcewell, Gordian, or the Participating Entity.

IX. LIABILITY

The Contractor must indemnify, save, and hold Sourcewell, Gordian, and Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Contractor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the work performed and any products provided under this Contract to the extent the work has been used according to its specifications and Project.

X. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Contractor relevant to this Contract for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. The Contractor must provide verifiable documentation and tracking in a timely manner.

XI. GOVERNMENT DATA PRACTICES

The Contractor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell or Gordian under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract.

XII. MARKETING

A. MARKETING. The Contractor must adhere to the following when preparing marketing materials and web sites, and in the use of trademarks and service marks:

1. The Contractor will include the Sourcewell logo and website address on all marketing materials and web sites that mention this Contract or have any relation to this Contract.

2. The Contractor will include Gordian's ezIQC logo, website address (www.ezIQC.com), and ezIQC® telephone number (888-993-9472) on all marketing materials and web sites that mention this Contract.

3. The Contractor is authorized to use Sourcewell's and Gordian's names, logos, trademarks, service marks and other provided materials solely for the presentation and promotion of the availability and use of this Contract to Participating Entities.

4. All publicity and marketing materials must be coordinated with and approved by Sourcewell.

5. The Contractor must not claim that Sourcewell or Gordian endorses its work or services.

6. The Contractor must avoid all conflicts of interest with the promotion of this Contract to any Participating Entity.

XIII. GOVERNING LAW, JURISDICTION, AND VENUE

This Contract, between the Contractor and Sourcewell, will be governed by Minnesota substantive and procedural law. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

For any action or claim between the Participating Entity and the Contractor, the governing law and venue will be determined by the Participating Entity accessing this Contract.

XIV. FORCE MAJEURE

Neither party will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party delaying or defaulting under this provision must provide the other party prompt written notice of the delay or default.

XV. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then the parties will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

XVI. PERFORMANCE, DEFAULT AND REMEDIES, AND LIQUIDATED DAMAGES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues. The resolution process is as follows:

1. *Notification*. The Parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, the Parties will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of the Parties.

2. *Escalation*. If Parties are unable to resolve the issue in a timely manner, as specified above, the Parties may escalate the resolution of the issue to a higher level of management within their organization. The Contractor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Contractor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Contractor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Contractor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity Purchase Order under this Contract, in default:

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate this Contract or any portion thereof, including any orders issued against the Contract.

C. LIQUIDATED DAMAGES. The Participating Entity may assess liquidated damages for each day after the Purchase Order Completion Time in the Detailed Scope of Work is not complete. It is understood and agreed by and between the Contractor, Sourcewell, and the Participating Entity, that time is of the essence in all matters relating to Liquidated Damages.

The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

XVII. INSURANCE

A. REQUIREMENTS. At its own expense, the Contractor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State where the Project is located. Participating Entities must follow their own laws and practices regarding insurance requirements; and may require additional coverage or limits. Each policy must have an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability*. Workers' Compensation: As required by any applicable law or regulation in the state in which the Project is located. Employer's Liability Insurance must be provided in amounts not less than listed below:

   Minimum limits:
   $500,000 each accident for bodily injury by accident
   $500,000 policy limit for bodily injury by disease
   $500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* The Contractor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (ISO) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

   Minimum Limits:

$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, the Contractor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must comply with the motor vehicle laws of the state in which the Project is located and apply to the use in connection with the work in the Contract Documents. The terms must be no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

   Minimum Limits:
   $2,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, the Contractor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

   Minimum Limits:
   $2,000,000

5. *All Risk Builders Risk Insurance.* Where specifically required in the Detailed Scope of Work, the Contractor will provide, before the Purchase Order is issued, Builders' Risk Insurance in an amount at least equal to the Purchase Order Price in a form and by a carrier acceptable to the Participating Entity. The cost of such Builders Risk Policy will be reimbursed to the Contractor as a reimbursable task.

6. *Pollution Liability Insurance.* If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such work will procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure.

   Minimum Limits:
   $2,000,000 per occurrence
   $2,000,000 aggregate.

   The cost of Pollution Liability Insurance is included in the Unit Prices and will not be reimbursed separately.

Failure of the Contractor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default, or the Participating Entity cancel the Purchase Order for default.

If at any time any of the above-required insurance policies should be cancelled, terminated, or modified so that insurance is not in effect as above required, then, if Sourcewell will so direct, the Contractor will suspend performance of the work. If the work is suspended, no extension of time to complete the work will be due. If the work is not suspended, then Sourcewell or the Participating Entity may, at its option, obtain insurance affording coverage equal to that above required, the cost of such insurance to be payable by the Contractor.

Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to ensure that the Subcontractor(s) maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, the Contractor must furnish to Sourcewell a certificate of insurance, as evidence of the Workers' Compensation, General Liability, Commercial Automobile, and Umbrella insurance required under this Contract. A Participating Entity may require a Certificate of Insurance as evidence of additional coverages it requires. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or emailed to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Contractor.

Failure to request certificates of insurance by Sourcewell, or failure of the Contractor to provide certificates of insurance, in no way limits or relieves the Contractor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. The Contractor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Contractor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of the Contractor, and products and completed operations of the Contractor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. The Contractor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Contractor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Contractor or its subcontractors. Where permitted by law, the Contractor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

XVIII. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

The Contractor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract, Contractor declares bankruptcy, the Contractor must immediately notify Sourcewell in writing.

The Contractor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government; or any Participating Entity. The Contractor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. The Contractor further warrants that it will provide immediate written notice to Sourcewell if there is a threat of change to any of these certifications.

XIX. UNITED STATES FEDERAL REQUIREMENTS

From time to time, Participating Entities may use United States federal grant or FEMA funds for work under this Contract and may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications.

The following list only applies when a Participating Entity intends to fully or partially fund the Project with United States federal money; and the Contractor will comply with all United States federal laws and regulations when working on or completing a Project, including, but not limited to, the following.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Master Agreement. Supplier certifies that during the term of an award for all agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Master Agreement will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Master Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier is not to use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

XX. **CONTRACT SUSPENSION OR TERMINATION**

A. Sourcewell may, in Sourcewell's discretion:

1. Terminate this Contract for any reason upon 60 days' prior written notice to the Contractor;

2. Suspend the Contractor for violation of the terms of this Contract, and prohibit the Contractor during such suspension from submitting Price Proposals with respect to the Projects of Sourcewell and the Projects of any one or more Sourcewell member; or

3. May immediately terminate the Contract, if the Contractor:
   a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
   b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
   c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
   d. Otherwise is guilty of material breach of a provision of the Contract Documents.

B. In the event of Contract termination, if an unpaid balance of one or more Purchase Orders exceeds the costs of finishing the work, such excess will be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor will pay the difference to Sourcewell.

C. A Participating Entity has no authority to unilaterally terminate this Contract between Sourcewell and the Contractor.

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REVO Lighting ("REVO") products are backed by a limited warranty ("Limited Warranty") against defects in material and workmanship when used as directed. The terms and conditions for this warranty are outlined below:

PERIOD OF WARRANTY AND COVERAGE:

Subject to the exclusions set forth below, Espen Technology, Inc. ("Espen"), 12257 Florence Ave., Santa Fe Springs, CA 90670, (562) 529-2938, d/b/a Revo Lighting ("Revo") a leading manufacturer of Lighting electronics (ballasts and LED drivers), LED Lamps, Controls and luminaires warrants its commercial and industrial LED (Light Emitting Diodes) luminaires, including LED arrays, Drivers, and integral control devices (product(s)) to be free from defect in material and workmanship (General Warranty) for a period of five years from the date of shipment from Espen's facilities. Please note that this Limited Warranty is applicable exclusively to products purchased from an authorized REVO sales entity. Once installed, the warranty is not transferable to any subsequent owner.

TERMS AND CONDITIONS:

1. **Operating hours of the products**
    a. This warranty assumes that the products will be operated for up to twelve (12) hours per day unless otherwise specified and within the electrical and temperature parameters outlined in the product's technical data sheet, product label, and installation instructions, and under normal conditions for that product type.
    b. Operation of the products in excess of 12 hours per day will shorten the warranty coverage period to a maximum of 21,900 operating hours (or 5 years from the date of shipment, whichever is reached first).

2. **Definition and determination of product defects**
    a. Product defects do not include wear and tear of products arising during standard authorized use.
    b. The warranty considers LED arrays in fixtures as inoperative only if 15% or more of the total individual LEDs fail to illuminate.
    c. Product defects do not include any cosmetic product defects, including without limitation, damage to the painted product finish or other finishes or coatings. Lumen depreciations, drop-off or CCT (i.e. color temperature) variations are not considered defects unless the variance is significantly over 20% variance from the specification.
    d. Normal fading or chalking of painted finishes over time is not considered a defect.
    e. Product defects do not include any third-party products or devices used in conjunction with Espen product(s).
    f. The customer must notify Espen Technology in writing, seeking return authorization, and provide the defective product to Espen Technology for evaluation at which time Espen Technology shall determine applicability of warranty.

3. **Warranty Coverage**
    a. This warranty is extended only to the original purchaser of the Product from Espen Technology.
    b. This warranty covers the reasonable shipping costs incurred to return defective or nonconforming products.
    c. This warranty is limited to products purchased in, and for use within, the United States.
    d. If Espen Technology is unable to replace the Covered Product due to discontinuation, availability, or any other unforeseen circumstance, Espen Technology may elect to replace the Covered Product with a compatible product.
    e. No other compensation shall be provided by Espen Technology.

4. Project / Job address:

5. Installation environment

a. Ambient temperatures are below 30° C/86° F
(Note: When operating the units exceeding above stated temperature and within the temperature range stated in the specification sheet, a standard 5-year warranty applies).

b. If the product is installed or operated in abnormal environmental conditions, subject to electrical line noise, electric surge, voltage outside range, RF noise or other abnormal electrical stress, this warranty will not be applicable.

6. Wiring / Installation compliance

a. This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, powers surges, corrosive environments, neglect, or any use or installation in violation of the instructions or restrictions prescribed by Espen Technology.

b. Any applicable standard or code, including those contained in the latest National Electrical Code,

c. Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and the Canadian Standards Association (CSA).

7. Compatibility and testing

a. Compatibility is critical when installing Espen products with other manufacturer's products. It is the customer's responsibility to check with Espen engineering for compatibility confirmation prior to installation.

b. The purchaser must undertake a First Article Test (perform test of the first 10 fixtures) at their relevant site prior to completing full project installation to ensure the satisfaction of the results before completing the rest of the project installation.

8. Procedures

a. When offering, both customer and Espen Technology will sign on the document of "Espen Technology Limited 10-year Warranty" statement. Espen will attach this document in the price quotation.

b. When customer places an order or installation, to qualify for the 10-year warranty, the customer shall register the products within 90 days of purchase or 30 days of installation (whichever comes first). Please contact Espen customer service to register your product.

c. Claim Warranty - To obtain warranty service, Purchaser must obtain an RGA (Return Goods Authorization) number prior to return the products Espen. Customers can also make the warranty claim online, visit our warranty mailbox at: rga@espentech.com where you will be provided with RGA Form and further guidance.

9. Limitation of Liability

a. Under no circumstances will Espen Technology be liable to the buyer, under any legal theory, for indirect, special, consequential, incidental (except as permitted by these terms), punitive, liquidated or consequential damages, including loss of profits or other economic loss, sustained by the buyer, or by

any other person in connection with any purchase order, supplier or, where applicable, any contract attached to the supplies covered thereby, except for consequential damages relating to death or personal injury in jurisdictions where such damages may not be disclaimed as a matter of law.

10. Other Terms and Conditions

a. Replacement of Espen lamps with lamps from another manufacturer will void the warranty.
b. All repaired or replaced products are warranted for the time remaining in the original warranty period of the original purchased product.

11. CLAIM DETERMINATION: REVO, in its sole discretion, determines whether a product is inoperative or faulty, considering the overall performance of the product. If a product is deemed inoperative or faulty due to materials or workmanship defects, and the customer has followed reasonable troubleshooting steps as directed by REVO:

a) Within the first two (2) years of the warranty period, REVO will, at its sole discretion, repair or replace the product or part at no charge. Alternatively, REVO may provide the same or functionally equivalent product or part if the original is no longer available or deemed unrepairable, excluding labor. REVO reserves the right to use similar new, reconditioned, refurbished, repaired, or re-manufactured products or parts in the warranty solution process. The repaired or replaced product is warranted for the remaining original warranty period.

b) After more than two (2) years from delivery, in addition to the above remedies, REVO may provide a prorated monetary or product credit (at REVO's sole discretion) based on the original purchase price and the remaining warranty period. This will be the customer's exclusive remedy for any REVO product issues.

12. LIMITATION OF CLAIM: The total remedy for any claim may not exceed the total purchase price of the product. Labor or administration costs are not covered under this Limited Warranty.

13. PROPER INSTALLATION AND USAGE: This Limited Warranty applies solely to reasonable indoor and outdoor product usage when properly wired and installed by a licensed electrician, following the product's Installation Instructions, current National Electric Code (NEC), local electrical codes, Underwriters Laboratory, Inc. (UL) standards, and the American National Standards Institute (ANSI) standards. Unauthorized product alterations or installations by non-licensed electricians void the warranty. Failure, loss of performance, or defects resulting from unreasonable product use are not covered.

Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
	Espen Technology, Inc.	Company Name:	_____
Date:	_____	Date:	_____

Agenda Item No: 1.j

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024
Submitted by: David Radomski
From: Police Department

Subject:
Approval of Agreement Extension and Equipment Upgrade with Axon Enterprise, Inc.

Financial Impact:
Fiscal Impact:
Expense: $1,695,435.93 Total Purchase Price of Equipment
Budget: $ 393,576.93 Year 1 Payment (103041-6136) FY 2024-25

Summary:
This action will approve a five (5) year upgrade agreement with Axon Enterprise, Inc. and the use of budgeted funds to purchase body worn cameras, in-car video, interview room video, Taser devices, cloud storage, and related services and equipment for a total cost of $1,695,435.93.

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

1. Approve the agreement with Axon Enterprise, Inc. for the purchase of body worn cameras, in-car video, interview room video, Taser devices, cloud data storage, and all related equipment and services beginning in Fiscal Year 2024-2025 and ending in Fiscal Year 2028-2029 with a five-year total cost of $1,695,435.93; and
2. Authorize the City Administrator or his designee to execute all necessary documents, in a form approved by the City Attorney, to effectuate these actions.

Strategic Plan Statement:
This item conforms to Strategic Plan Goal 2: Ensure That Public Safety Continues to Be a High Priority.

Discussion:
The Police Department has been using Axon Enterprise Inc.'s body-worn cameras (BWC'S), in-car video systems (MAV's), Taser devices, and cloud storage solutions since 2020, enabling officers to document their encounters and store evidence effectively. This technology enhances public trust, officer accountability, and operational transparency. The BWC and MAV solutions allow for real-time documentation, while the TASER devices support non-lethal force options in volatile situations. Evidence.com has served as a secure platform for storing and managing digital evidence efficiently.

The current contract with Axon is set to expire in 2025. This early extension will ensure continuity of these services and maintain our existing equipment's functionality, preventing service interruptions. The pro-rated extension will also allow the department to upgrade to the most current technology offered by Axon, including:

Axon Body 4 BWC Cameras:
These advanced body cameras capture high-definition video, allowing for improved clarity in both day and night situations. They are integrated with real-time video streaming capabilities, GPS tracking, and automatic activation during specific events.

Fleet 3 In-Car Video with ALPR:
The Fleet 3 in-car video system captures high-quality footage from patrol vehicles, providing a complete record of events occurring during traffic stops and other law enforcement actions. Integrated ALPR (Automatic License Plate Recognition) technology assists officers in identifying vehicles of interest, improving situational awareness and public safety. Every Placentia patrol vehicle will be equipped with advanced ALPR technology.

Interview Room Video Systems:
Axon's interview room video systems offer secure, reliable recording of interviews, helping to preserve key evidence in investigations and ensure proper procedures are followed. The recorded footage is directly uploaded to the Evidence.com platform.

Evidence.com Cloud Storage:
Evidence.com provides secure cloud storage for all digital evidence, including body-worn camera footage, in-car video, interview recordings, and secure digital evidence collection from 3rd party sources (i.e. victims, witnesses, etc.). This cloud-based solution allows officers to upload, store, and review evidence seamlessly while maintaining compliance with data security and privacy regulations. The platform supports sharing of evidence with the District Attorney's Office, City legal teams, and other agencies.

Vehicle Modem Refresh:
The contract extension also includes a refresh of the Police Department's in-vehicle modem technology, upgrading to the Cradlepoint R1900 series. The Cradlepoint R1900 is a next-generation mobile router designed for first responders, providing advanced connectivity, speed, and reliability in the field. This upgrade will ensure that patrol vehicles maintain a robust and secure internet connection, even in challenging environments or areas with weak cellular signals. The R1900 modem supports 5G connectivity, which will significantly enhance data transfer speeds for applications such as real-time video streaming from BWC cameras, access to critical databases, and seamless integration with Axon's Fleet 3 MAV system.

Additionally, the R1900's advanced security features protect sensitive law enforcement data from cyber threats, ensuring compliance with data protection regulations. The upgraded modems will also enable future technological expansions, such as integrating new software applications or adding peripheral devices, further enhancing the Police Department's operational capabilities. This refresh is a crucial component of the overall strategy to maintain cutting-edge technology within our patrol fleet, ensuring that officers have reliable and secure communication tools at their disposal.

Axon Virtual Reality Training:
Axon's Virtual Reality (VR) Training platform is included to enhance officer training in de-escalation, crisis intervention, and mental health awareness. This immersive training technology allows officers to engage in realistic, scenario-based exercises that simulate high-stress encounters with individuals experiencing mental health crises, aggressive behavior, or other complex situations. The goal of the VR training is to improve decision-making, increase empathy, and reduce the likelihood of the use of force by providing officers with experiential learning tools that better prepare them for real-world encounters. Incorporating Axon's VR Training into the contract offers a proactive approach to equipping officers with the skills and mindset necessary to handle challenging situations more effectively, which aligns with our department's commitment to enhancing public safety and community relations.

Expansion of BWC Program:
The contract extension also includes the expansion of Axon technology to additional civilian employees within the Police Department. Certain civilian personnel, including Community Service Officers, Records personnel, and other frontline staff who interact directly with the public, will be equipped with BWC's to document their interactions during non-emergency situations. Equipping civilian employees with BWC's enhances transparency, provides an additional layer of accountability, and ensures that all interactions between the public and police personnel are recorded consistently.

In addition, extending Evidence.com access to designated civilian employees, such as evidence technicians and records clerks, will streamline the management and processing of digital evidence, reducing administrative burdens on sworn officers.

In conclusion, the contract extension with Axon Enterprise, Inc. is critical to maintaining the Police Department's ability to record and manage digital evidence effectively. The continued use of Axon's Body 4 cameras, Fleet 3 in-car video systems with ALPR, TASER 10 devices, and Evidence.com cloud storage will ensure officer accountability, provide valuable investigative tools, and improve community trust in law enforcement operations.

Per Placentia Municipal Code Section 3.08.070(6), the City is allowed to procure for goods or services outside the formal bid process, when the item can be obtained from only one (1) vendor. Attached is a Sole Source Letter from Axon highlighting their proprietary combination of hardware and software allowing for a seamless integration with our local law enforcement partners and existing systems.

A sole source justification exists because the equipment and services required to satisfy the Police Department's specific needs as listed in this proposal are only manufactured and available for purchase directly from Axon Enterprise, Inc. No other manufacturer or vendor is able to provide body worn cameras, in-car video, interview room video, Taser devices, and Evidence.com cloud storage in one complete and integrated package. Additionally, the Orange County District Attorney's Office (OCDA) has an exclusive contract with Axon Enterprise, Inc. allowing for direct access to Evidence.com. This exclusive partnership will allow the Department to continue to directly share our digital evidence with the OCDA.

The Police Department complies with California Civil Code Section 1798.90.5 et seq. regarding the operation of ALPR technology. The Department policy (Policy 426) on ALPR utilization is available by request; additionally, the policy is posted on the City's website.

Fiscal Impact Summary:
The not-to-exceed purchase order amount for the (5) year term of Axon equipment and services is $1,695,435.93. Year 1 of the payment structure is due 9/30/24 in the amount of $393,576.93, followed by (3) annual payments of $325,464.74 and (1) final payment of $325,464.80. This agreement will span fiscal years 2024-2025 through 2028-2029.

These funds are budgeted in the Fiscal Year (FY) 2024-2025 Police Field Services budget (103041-6136). This is also a sole source purchase based on proprietary technologies and features that are exclusive to Axon Enterprise, Inc. that meet the Department's needs.

Attachments
Attachment 1 - Master Services and Purchasing Agreement_Placentia Final.pdf
Attachment 2 - Sole Source Axon Body EN_US.pdf
Attachment 3 - Police Department ALPR Policy 426.pdf

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below.It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt , respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **Indemnification.** Axon will indemnify Customer's officers, directors, and employees (**"Agency Indemnitees"**) against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination**.

    17.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

18. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be

confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General**.

19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

19.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

19.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

_____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or anAxon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.

2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").

4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.

5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.

6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.

7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilclzes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-556365-45523.747KP

Issued: 08/19/2024

Quote Expiration: 09/30/2024

Estimated Contract Start Date: 10/15/2024

Account Number: 106752

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Placentia Police Dept. - CA 401 E Chapman Ave Placentia, CA 92870-6101 USA	Placentia Police Dept. - CA 401 E Chapman Ave Placentia CA 92870-6101 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Panasewicz Phone: +1 4803294734 Email: kylep@axon.com Fax: (480) 905-2071	David Radomski Phone: (714) 993-8192 Email: dradomski@placentia.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$1,654,270.13
ESTIMATED TOTAL W/ TAX	$1,695,435.93

Discount Summary

Average Savings Per Year	$164,479.63
TOTAL SAVINGS	$822,398.15

Payment Summary

Date	Subtotal	Tax	Total
Sep 2024	$385,204.39	$8,372.54	$393,576.93
Oct 2024	($0.02)	$0.00	($0.02)
Sep 2025	$317,266.44	$8,198.30	$325,464.74
Sep 2026	$317,266.44	$8,198.30	$325,464.74
Sep 2027	$317,266.44	$8,198.30	$325,464.74
Sep 2028	$317,266.44	$8,198.36	$325,464.80
Total	**$1,654,270.13**	**$41,165.80**	**$1,695,435.93**

Quote Unbundled Price:	**$2,476,668.28**
Quote List Price:	**$2,044,205.68**
Quote Subtotal:	**$1,654,270.13**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	$48,186.05	$48,186.05	$0.00	$48,186.05
B00022	BUNDLE - UNLIMITED PLUS	16	60	$254.53	$238.32	$205.52	$197,299.20	$3,438.23	$200,737.43
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6	60	$12.19	$12.40	$3.79	$1,364.40	$0.00	$1,364.40
T00001	AB4 FLEX POV TAP BUNDLE	4	60	$6.52	$7.37	$2.06	$494.40	$0.00	$494.40
C00010	BUNDLE - TASER 10 CERTIFICATION	4	60	$99.86	$81.24	$81.24	$19,497.60	$1,454.02	$20,951.62
IR1CA	Interview Room 1 Camera Standard	3	60	$483.59	$463.28	$463.28	$83,390.40	$2,543.49	$85,933.89
M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	60	$393.74	$297.90	$249.88	$974,532.00	$25,016.53	$999,548.53
Fleet3A	Fleet 3 Advanced	21	60	$282.57	$254.57	$185.66	$233,931.60	$2,387.33	$236,318.93
A la Carte Hardware									
72001	AXON FLEET 3 - DUAL VIEW CAMERA - WINDSHIELD MOUNT	2			$20.00	$20.00	$40.00	$3.50	$43.50
71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	42			$18.60	$18.60	$781.20	$68.36	$849.56
72000	AXON FLEET 3 - DUAL VIEW CAMERA	2			$585.00	$585.00	$1,170.00	$102.38	$1,272.38
H00002	AB4 Multi Bay Dock Bundle	2			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00003	AB4 1-Bay Dock Bundle	6			$229.00	$0.00	$0.00	$0.00	$0.00
H00004	AB4 FLEX POV HARDWARE BUNDLE	4			$249.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	8			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	65			$849.00	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	16			$849.00	$0.00	$0.00	$0.00	$0.00
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	60		$3,363.00	$56.05	$70,623.00	$6,151.96	$76,774.96
A la Carte Software									
100801	AXON RECORDS - OSP LICENSE	16	60		$42.31	$0.00	$0.00	$0.00	$0.00
ProLicense	Pro License Bundle	2	60		$43.40	$43.33	$5,199.60	$0.00	$5,199.60
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,500.00	$2,500.00	$2,500.00	$0.00	$2,500.00
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$12,000.00	$12,000.00	$0.00	$12,000.00
A la Carte Warranties									
80386	AXON FLEET 3 - EXT WARRANTY - DUAL VIEW CAMERA	2	49		$2.66	$2.66	$260.68	$0.00	$260.68
Total							**$1,654,270.13**	**$41,165.80**	**$1,695,435.93**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	6	1	09/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	6	1	09/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	16	1	09/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	09/15/2024
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	65	1	09/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	72	1	09/15/2024
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	18	1	09/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	18	1	09/15/2024
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	72	1	09/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100200	AB4 FLEX POV MODULE	4	1	09/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100852	AXON BODY 4 - C-CLIP - POV	4	1	09/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100853	AXON BODY 4 - MOUNT - POV COLLAR	5	1	09/15/2024
AB4 FLEX POV HARDWARE BUNDLE	100958	AXON BODY 4 - FLEX POV MODULE CABLE 48 IN	4	1	09/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	8	1	09/15/2024
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	09/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	8	1	09/15/2024
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	09/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	09/15/2024
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	8	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	65	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	65	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	1300	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	390	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	55	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	10	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	65	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101124	AXON VR - HOLSTER - T10 BLACKHAWK GREY - RH	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	12	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	65	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	3	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	130	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	09/15/2024

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	80	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	40	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	4	1	09/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	100126	AXON VR - TACTICAL BAG	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	100681	AXON SIGNAL - SIDEARM SENSOR ONLY	16	1	09/15/2024
BUNDLE - UNLIMITED PLUS	100748	AXON VR - CONTROLLER - TASER 10	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	101125	AXON VR - HOLSTER - T10 BLACKHAWK GREY - LH	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	101294	AXON VR - TABLET	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	101300	AXON VR - TABLET CASE	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	09/15/2024
BUNDLE - UNLIMITED PLUS	71044	AXON SIGNAL - BATTERY - CR2430 SINGLE PACK	32	1	09/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	21	1	09/15/2024
CRADLEPOINT R1900 SINGLE MODEM KIT	71203	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNSS BL	21	1	09/15/2024
Fleet 3 Advanced	70112	AXON SIGNAL - SIGNAL UNIT	21	1	09/15/2024
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	21	1	09/15/2024
Interview Room 1 Camera Standard	50118	AXON INTERVIEW - MIC - WIRED (STANDARD MIC)	3	1	09/15/2024
Interview Room 1 Camera Standard	50220	AXON INTERVIEW - POE SWITCH - 8 PORT	1	1	09/15/2024
Interview Room 1 Camera Standard	50294	AXON INTERVIEW - SERVER - LITE	2	1	09/15/2024
Interview Room 1 Camera Standard	50298	AXON INTERVIEW - CAMERA - OVERT DOME	3	1	09/15/2024
Interview Room 1 Camera Standard	50322	AXON INTERVIEW - TOUCH PANEL PRO	3	1	09/15/2024
Interview Room 1 Camera Standard	74056	AXON INTERVIEW - TOUCH PANEL WALL MOUNT	3	1	09/15/2024
A la Carte	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	42	1	09/15/2024
A la Carte	72000	AXON FLEET 3 - DUAL VIEW CAMERA	2	1	09/15/2024
A la Carte	72001	AXON FLEET 3 - DUAL VIEW CAMERA - WINDSHIELD MOUNT	2	1	09/15/2024
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	09/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	20	1	09/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	40	1	09/15/2025
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	09/15/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	09/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	09/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	09/15/2026
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	6	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	3	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	3	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	3	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	3	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	67	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	9	1	03/15/2027
BUNDLE - UNLIMITED PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	03/15/2027
BUNDLE - UNLIMITED PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	03/15/2027
BUNDLE - UNLIMITED PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	03/15/2027
BUNDLE - UNLIMITED PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	03/15/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - UNLIMITED PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	16	1	03/15/2027
BUNDLE - UNLIMITED PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	03/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	200	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	09/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	09/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	09/15/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	190	1	09/15/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	520	1	09/15/2028
BUNDLE - TASER 10 CERTIFICATION	100399	AXON TASER 10 - CARTRIDGE - LIVE	10	1	09/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	09/15/2028
AB4 FLEX POV TAP BUNDLE	100976	AXON BODY - TAP REFRESH 1 - AB4 FLEX POV	4	1	09/15/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	6	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	67	1	09/15/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	9	1	09/15/2029
BUNDLE - UNLIMITED PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	16	1	09/15/2029
BUNDLE - UNLIMITED PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	09/15/2029
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	21	1	09/15/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	1	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73680	AXON RESPOND PLUS - LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	650	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	65	10/15/2024	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	65	10/15/2024	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	4	10/15/2024	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	4	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73618	AXON COMMUNITY REQUEST	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73638	AXON STANDARDS - LICENSE	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73680	AXON RESPOND PLUS - LICENSE	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	160	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73739	AXON PERFORMANCE - LICENSE	16	10/15/2024	10/14/2029
BUNDLE - UNLIMITED PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	16	10/15/2024	10/14/2029
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	21	10/15/2024	10/14/2029
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	21	10/15/2024	10/14/2029
Fleet 3 Advanced	80402	AXON RESPOND - LICENSE - FLEET 3	21	10/15/2024	10/14/2029
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	42	10/15/2024	10/14/2029
Interview Room 1 Camera Standard	50037	AXON INTERVIEW - CLIENT SOFTWARE - PER TOUCH PANEL-	3	10/15/2024	10/14/2029

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
		PC			
Interview Room 1 Camera Standard	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	3	10/15/2024	10/14/2029
Interview Room 1 Camera Standard	50041	AXON INTERVIEW - STREAMING SERVER LICENSE - PER SERVER	2	10/15/2024	10/14/2029
Interview Room 1 Camera Standard	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	10/15/2024	10/14/2029
Interview Room 1 Camera Standard	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	3	10/15/2024	10/14/2029
Interview Room 1 Camera Standard	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	1	10/15/2024	10/14/2029
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	6	10/15/2024	10/14/2029
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	10/15/2024	10/14/2029
A la Carte	100801	AXON RECORDS - OSP LICENSE	16	10/15/2024	10/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	65
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	5
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	65
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	4
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - UNLIMITED PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	2
BUNDLE - UNLIMITED PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	16
CRADLEPOINT R1900 SINGLE MODEM KIT	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	21
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	21
Interview Room 1 Camera Standard	85170	AXON INTERVIEW - INSTALLATION - STANDARD (PER ROOM)	3
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
AB4 FLEX POV TAP BUNDLE	100945	AXON BODY 4 - EXT WARRANTY - FLEX POV MODULE	4	09/15/2025	10/14/2029
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	6	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	3	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	3	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	65	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	3	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	3	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	12	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	65	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	2	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	65	09/15/2025	10/14/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	9	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	4	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	4	09/15/2025	10/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	09/15/2025	10/14/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PLUS	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	09/15/2025	10/14/2029
BUNDLE - UNLIMITED PLUS	100213	AXON VR - EXT WARRANTY - TABLET	1	09/15/2025	10/14/2029
BUNDLE - UNLIMITED PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	09/15/2025	10/14/2029
BUNDLE - UNLIMITED PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	09/15/2025	10/14/2029
BUNDLE - UNLIMITED PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	16	09/15/2025	10/14/2029
BUNDLE - UNLIMITED PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	09/15/2025	10/14/2029
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	21	09/15/2025	10/14/2029
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	21	09/15/2025	10/14/2029
Interview Room 1 Camera Standard	50448	AXON INTERVIEW - EXT WARRANTY	3	09/15/2025	10/14/2029
A la Carte	80386	AXON FLEET 3 - EXT WARRANTY - DUAL VIEW CAMERA	2	09/15/2025	10/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	401 E Chapman Ave	Placentia	CA	92870-6101	USA
1	401 E Chapman Ave	Placentia	CA	92870-6101	USA

Payment Details

Sep 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$3,000.00	$0.00	$3,000.00
Upfront	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$2,500.00	$0.00	$2,500.00
Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	$12,000.00	$0.00	$12,000.00
Upfront	71210	AXON FLEET - DOOR TRIGGER HARDWARE - US	42	$781.20	$68.36	$849.56
Upfront	72000	AXON FLEET 3 - DUAL VIEW CAMERA	2	$1,170.00	$102.38	$1,272.38
Upfront	72001	AXON FLEET 3 - DUAL VIEW CAMERA - WINDSHIELD MOUNT	2	$40.00	$3.50	$43.50
Upfront	80386	AXON FLEET 3 - EXT WARRANTY - DUAL VIEW CAMERA	2	$260.68	$0.00	$260.68
Upfront	H00001	AB4 Camera Bundle	65	$0.00	$0.00	$0.00
Upfront	H00001	AB4 Camera Bundle	16	$0.00	$0.00	$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Upfront	H00002	AB4 Multi Bay Dock Bundle	8	$0.00	$0.00	$0.00
Upfront	H00003	AB4 1-Bay Dock Bundle	6	$0.00	$0.00	$0.00
Upfront	H00004	AB4 FLEX POV HARDWARE BUNDLE	4	$0.00	$0.00	$0.00
Year 1	100801	AXON RECORDS - OSP LICENSE	16	$0.00	$0.00	$0.00
Year 1	B00022	BUNDLE - UNLIMITED PLUS	16	$39,459.86	$687.65	$40,147.51
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6	$272.88	$0.00	$272.88
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	4	$3,899.52	$290.80	$4,190.32
Year 1	Fleet3A	Fleet 3 Advanced	21	$46,786.33	$477.47	$47,263.80
Year 1	IR1CA	Interview Room 1 Camera Standard	3	$16,678.10	$508.70	$17,186.80
Year 1	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	$194,906.37	$5,003.29	$199,909.66
Year 1	ProLicense	Pro License Bundle	2	$1,039.92	$0.00	$1,039.92
Year 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	$14,124.60	$1,230.39	$15,354.99
Year 1	T00001	AB4 FLEX POV TAP BUNDLE	4	$98.88	$0.00	$98.88
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	$48,186.05	$0.00	$48,186.05
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	$0.00	$0.00	$0.00
Total				**$385,204.39**	**$8,372.54**	**$393,576.93**

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	IR1CA	Interview Room 1 Camera Standard	3	($0.02)	$0.00	($0.02)
Invoice Upon Fulfillment	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	$0.00	$0.00	$0.00
Total				**($0.02)**	**$0.00**	**($0.02)**

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100801	AXON RECORDS - OSP LICENSE	16	$0.00	$0.00	$0.00
Year 2	B00022	BUNDLE - UNLIMITED PLUS	16	$39,459.86	$687.65	$40,147.51

Sep 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6	$272.88	$0.00	$272.88
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	4	$3,899.52	$290.80	$4,190.32
Year 2	Fleet3A	Fleet 3 Advanced	21	$46,786.33	$477.47	$47,263.80
Year 2	IR1CA	Interview Room 1 Camera Standard	3	$16,678.10	$508.70	$17,186.80
Year 2	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	$194,906.35	$5,003.29	$199,909.64
Year 2	ProLicense	Pro License Bundle	2	$1,039.92	$0.00	$1,039.92
Year 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	$14,124.60	$1,230.39	$15,354.99
Year 2	T00001	AB4 FLEX POV TAP BUNDLE	4	$98.88	$0.00	$98.88
Total				**$317,266.44**	**$8,198.30**	**$325,464.74**

Sep 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100801	AXON RECORDS - OSP LICENSE	16	$0.00	$0.00	$0.00
Year 3	B00022	BUNDLE - UNLIMITED PLUS	16	$39,459.86	$687.65	$40,147.51
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6	$272.88	$0.00	$272.88
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	4	$3,899.52	$290.80	$4,190.32
Year 3	Fleet3A	Fleet 3 Advanced	21	$46,786.33	$477.47	$47,263.80
Year 3	IR1CA	Interview Room 1 Camera Standard	3	$16,678.10	$508.70	$17,186.80
Year 3	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	$194,906.35	$5,003.29	$199,909.64
Year 3	ProLicense	Pro License Bundle	2	$1,039.92	$0.00	$1,039.92
Year 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	$14,124.60	$1,230.39	$15,354.99
Year 3	T00001	AB4 FLEX POV TAP BUNDLE	4	$98.88	$0.00	$98.88
Total				**$317,266.44**	**$8,198.30**	**$325,464.74**

Sep 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	100801	AXON RECORDS - OSP LICENSE	16	$0.00	$0.00	$0.00
Year 4	B00022	BUNDLE - UNLIMITED PLUS	16	$39,459.86	$687.65	$40,147.51
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6	$272.88	$0.00	$272.88
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	4	$3,899.52	$290.80	$4,190.32
Year 4	Fleet3A	Fleet 3 Advanced	21	$46,786.33	$477.47	$47,263.80
Year 4	IR1CA	Interview Room 1 Camera Standard	3	$16,678.10	$508.70	$17,186.80
Year 4	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	$194,906.35	$5,003.29	$199,909.64
Year 4	ProLicense	Pro License Bundle	2	$1,039.92	$0.00	$1,039.92
Year 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	$14,124.60	$1,230.39	$15,354.99
Year 4	T00001	AB4 FLEX POV TAP BUNDLE	4	$98.88	$0.00	$98.88
Total				**$317,266.44**	**$8,198.30**	**$325,464.74**

Sep 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	100801	AXON RECORDS - OSP LICENSE	16	$0.00	$0.00	$0.00
Year 5	B00022	BUNDLE - UNLIMITED PLUS	16	$39,459.86	$687.63	$40,147.49
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	6	$272.88	$0.00	$272.88
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	4	$3,899.52	$290.82	$4,190.34
Year 5	Fleet3A	Fleet 3 Advanced	21	$46,786.33	$477.45	$47,263.78
Year 5	IR1CA	Interview Room 1 Camera Standard	3	$16,678.10	$508.69	$17,186.79
Year 5	M00012	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	65	$194,906.35	$5,003.37	$199,909.72
Year 5	ProLicense	Pro License Bundle	2	$1,039.92	$0.00	$1,039.92
Year 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	21	$14,124.60	$1,230.40	$15,355.00
Year 5	T00001	AB4 FLEX POV TAP BUNDLE	4	$98.88	$0.00	$98.88

Sep 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				$317,266.44	$8,198.36	$325,464.80

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contracts #00050282, #00061128, and #00085752 (originated via Q-320790, Q-320500, and Q-321724) and is terminating those contracts upon the new license start date (10/15/2024) of this quote.

The parties agree that Axon is charging a debit of $48,186.05 to capture remaining CEW and TAP value. This value is based on a ship date range of 9/15/2024 - 9/30/2024, resulting in a 10/15/2024 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to the Year 4 Invoices of contracts #00050282 and #00061128 (INV-225715 and INV-217823).

_____ _____

Signature Date Signed

8/19/2024



FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Placentia Police Dept. - CA the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

STATEMENT OF WORK FOR THE IMPLEMENTATION OF AXON INTERVIEW ROOM FOR PLACENTIA POLICE DEPT. - CA ("SOW")

Submitted By:

Axon Enterprise, Inc. (Axon) North 85th Street

1. PROJECT OVERVIEW:

1.1 SOFTWARE

The hardware and software detailed in this SOW includes, the listed functionality.

- Axon Interview Room

1.2 DEFINITIONS

TERM	DEFINITION
PARTIES	
Agency	Placentia Police Dept. - CA who is identified within this SOW
End-Users	Specific Agency groups that will use the system
Professional Services	The services that Axon will provide within the scope of this SOW
SYSTEMS	
Axon Systems	Software solutions and Agency specific integrations developed by Axon
CJIS	The Federal Bureau of Investigation's Criminal Justice Information System
NCIC	National Crime Information Center
Product	The hardware and software solution being implemented as part of this SOW
Production Environment	The operational environment where the Product will be accessed
PROJECT & MILESTONES	
Project	Scope of this SOW as defined by the work to be completed described herein
Project Change Order (PCO)	Change order form outlined in Attachment B to be executed between Axon and Agency if a material change in scope is required to this SOW
ACCEPTANCE	
Blocker	Issue impacting 50% or more users
Functional Acceptance Testing	Testing the functionality of the system as configured for Agency

1.3 OUT OF PROJECT SCOPE

Axon is only responsible for performing the Professional Services described within this SOW. Any additional Professional Services that are not defined explicitly by this SOW shall be done so through a Project Change Order. The following are considered outside the scope of this Project:

- Administration, management, or support of any internal City, County, State, Federal or Agency IT network or infrastructure
- Third Party Products and Services costs related to the vendors or Agency's cost of implementing the vendors or Agency's side of the integration
- Changes made by Agency or Agency's vendors

2. PROFESSIONAL SERVICES:

2.1 GENERAL

- Axon will provide a project manager throughout entire project.

2.2 HARDWARE

2.3 INTERVIEW SOFTWARE

- Agency will ensure an appropriate resource is available to configure/troubleshoot network communications between onsite Interview Hardware. Agency will also assist in configure/troubleshoot connection to Axon Evidence.
- Agency may setup server per agencies standards for things such as, joining to the domain, antivirus, firewalls, etc, so long as they do not degrade operations of Interview Server(s)
- Axon will install Axon Interview Server Application, Agency may be required to provide appropriate permissions/credentials.
- Axon will install and configure Touch Panel Software.

2.4 READINESS

- Axon will supply Agency with copy of current QA/Testing Checklist.
- Axon will complete QA/Testing Checklist per room consisting of:
  - Hardware Wiring
  - Hardware Mounting
  - Hardware Functionality
  - Firmware Updates
  - Software Install and Configuration
  - Functional Test of all features

2.6 TRAINING

- Axon will provide training materials that may be used by agency. Training materials will be customized for agencies environment where applicable.
- Agency will provide facilities and equipment for conducting the Training.
- Train the Trainer: Axon will provide session(s), materials and support allowing Agency's in-house trainers to conduct their own Training. Agency is responsible for updating all Training materials after final acceptance.

3. PROJECT MANAGEMENT:

3.1 MANAGEMENT RESOURCES

- Both Parties will assign a Point of Contact, Project Manager, or Project Coordinator to ensure completion of deliverables.
- Axon's Project Coordinator will ensure all team members from Axon and Agency are continually updated on the status of the Project.

3.2 REQUIREMENTS PLANNING

- All Proposed Project timelines will be documented during Project Management Kickoff call.
- Once all requirements are agreed to, Axon's Project Coordinator will work with Agency's Project Manager to develop a Project plan for Axon's implementation.

3.3 CHANGE CONTROL

- If any changes in the Project cause a material increase or decrease in fees, as determined by Axon, an adjustment in the fees will be agreed upon and included in a signed PCO form.
- Agency acknowledges a proposed change request might have an impact on both scheduling and cost for the Project that will be outlined in the PCO form.

4. AGENCY COMMITMENTS:

- Ensure the reasonable availability for meetings, phone or email of knowledgeable staff and personnel to provide timely and accurate documentation and information to Axon.
- Identify holidays, non-workdays or major events that may impact the Project.
- Ensure Agency desktop or mobile systems and devices can access the Product.
- Make available relevant systems if needed for assessment by Axon (including making these systems available to Axon via remote access if possible).
- Technical Systems Requirements

5. SUPPORT:

- Axon will provide on-site installer/trainer support as part of project.
- The Product undergoes updates and enhancements which Agency will automatically receive.
- Axon will provide Agency's End Users access to the help.axon.com support portal to submit and review service tickets.
- For Technical Support assistance, Agency may contact a Technical Support representative at 800-978-2737, or via email at Support@Axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of Agency's investment in the Axon ecosystem. Phone support is available 24/7.

6. TERMS AND CONDITIONS:

This SOW is governed by the Master Services and Purchasing Agreement executed by the Parties.

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT B - PROJECT CHANGE ORDER TEMPLATE

Date:
Axon Product or Service:
Change Order Details

AXON ENTERPRISE, INC.	AGENCY
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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July 31, 2024

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions[1]

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Body 4 Video Camera (DVR)

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button

[1] Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.

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- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 3 Camera

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more

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- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

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Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-l-07+Al:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency’s domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database

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management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors
- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Attorney Premier
- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3rd party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3rd party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities

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- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)

Discovery module designed to optimize all aspects of discovery management

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer

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knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 and TASER 10 energy weapons for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

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Axon Auto-Transcribe

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

Axon Support Engineer:

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Respond for Dispatch (CAD)

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 and TASER 10 energy weapons for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

Axon Investigate

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file

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- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

Axon Justice

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

Draft One

- AI-powered report-writing assistant
- Audio from Axon body-worn camera (BWC) footage is uploaded over long-term evolution (LTE) and transcribed automatically so report drafts are available within five

minutes of an incident ending, without having to dock camera
- Create a single Draft One narrative from one or more body-worn camera recordings
- Supports audio from multiple devices, including 3rd party devices (anything that's playable on Ecom)
- Supports multiple input and output languages (technically this is in beta so let me know if we can't include)
- Multiple safeguards in place to ensure officers proofread and sign off on reports
- Security: all data processed in CJIS GovCloud environment (in US)
- Compatible with any 3rd-party RMS system
- No statistically significant levels of racial bias towards suspect's race
- Ability to include header and footer language to note when Draft One was used on a given report
- Ability to specify which incident types and level of charges can be used with Draft One
- Ability to warn or block users if they don't edit a certain percentage of words before submitting

Axon Customer Support
- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

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Axon Brand Model Numbers

1. Axon Body 4 Cameras:
   - Axon Body 4 Camera Model: 100147
   - Axon Body 4 Flex POV Module Model: 100200
2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
7. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544

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- Collar Mount Model: 11545
- Oakley Clip Model: 11554
- Epaulette Mount Model: 11546
- Ballcap Mount Model: 11547
- Ballistic Vest Mount Model: 11555

8. Universal Helmet Mount Model: 11548

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Body 2 Camera Model: 74001

11. Axon Body 2 Camera Mounts:
    - Axon RapidLock Velcro Mount Model: 74054

12. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Mini MOLLE Mount, Axon RapidLock Model: 11703
    - Belt Clip Mount, Axon RapidLock Model: 11509

13. Axon Fleet Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027
    - Axon Fleet 3 Dual View Camera: 72000
    - Axon Fleet 3 Interior Camera: 72037
    - Axon Fleet Hub: 72010

14. Axon Signal Unit Model: 70112

15. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008

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- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Dock – 1-Bay for Axon Body 3 Model: 71104
- Axon Dock – 8-Bay for Axon Body 3 Model: 74210
- Axon Dock – Individual Bay for Axon Body 4 Model: 100201
- Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

16. Axon Signal Performance Power Magazine (SPPM) Model: 70116

17. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium**: Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

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12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.
15. **Officer Safety Plan 10 Premium**: Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),[2] Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
20. **Axon Core+**: Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
21. **Corrections Officer Safety Plan**: Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and

[2] Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

unlimited Axon storage.

22. **Corrections Post OSP**: Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,



Josh Isner
President
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

, AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond, Axon Signal, Axon Standards, Draft One, X2, X26P, TASER 7, TASER 10, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2024 Axon Enterprise, Inc.

Automated License Plate Readers (ALPRs)

426.1 PURPOSE AND SCOPE

The purpose of this policy is to provide guidance for the capture, storage and use of digital data obtained through the use of Automated License Plate Reader (ALPR) technology.

426.2 ADMINISTRATION

The ALPR technology, also known as License Plate Recognition (LPR), allows for the automated detection of license plates. It is used by the Placentia Police Department to convert data associated with vehicle license plates for official law enforcement purposes, including identifying stolen or wanted vehicles, stolen license plates and missing persons. It may also be used to gather information related to active warrants, homeland security, electronic surveillance, suspect interdiction and stolen property recovery.

All installation and maintenance of ALPR equipment, as well as ALPR data retention and access, shall be managed by the Administration Division Commander. The Administration Division Commander will assign members under his/her command to administer the day-to-day operation of the ALPR equipment and data.

426.2.1 ALPR ADMINISTRATOR

The Administration Division Commander shall be responsible for developing guidelines and procedures to comply with the requirements of Civil Code § 1798.90.5 et seq. This includes, but is not limited to (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) A description of the job title or other designation of the members and independent contractors who are authorized to use or access the ALPR system or to collect ALPR information.

(b) Training requirements for authorized users.

(c) A description of how the ALPR system will be monitored to ensure the security of the information and compliance with applicable privacy laws.

(d) Procedures for system operators to maintain records of access in compliance with Civil Code § 1798.90.52.

(e) The title and name of the current designee in overseeing the ALPR operation.

(f) Working with the Custodian of Records on the retention and destruction of ALPR data.

(g) Ensuring this policy and related procedures are conspicuously posted on the department's website.

426.3 OPERATIONS

Use of an ALPR is restricted to the purposes outlined below. Department members shall not use, or allow others to use the equipment or database records for any unauthorized purpose (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

(a) An ALPR shall only be used for official law enforcement business.

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(b) An ALPR may be used in conjunction with any routine patrol operation or criminal investigation. Reasonable suspicion or probable cause is not required before using an ALPR.

(c) While an ALPR may be used to canvass license plates around any crime scene, particular consideration should be given to using ALPR-equipped cars to canvass areas around homicides, shootings and other major incidents. Partial license plates reported during major crimes should be entered into the ALPR system in an attempt to identify suspect vehicles.

(d) No member of this department shall operate ALPR equipment or access ALPR data without first completing department-approved training.

(e) No ALPR operator may access department, state or federal data unless otherwise authorized to do so.

(f) If practicable, the officer should verify an ALPR response through the California Law Enforcement Telecommunications System (CLETS) before taking enforcement action that is based solely on an ALPR alert.

426.4 DATA COLLECTION AND RETENTION

The Administration Division Commander is responsible for ensuring systems and processes are in place for the proper collection and retention of ALPR data. Data will be transferred from vehicles to the designated storage in accordance with department procedures.

All ALPR data downloaded to the server should be stored for a minimum of one year and in accordance with the established records retention schedule. Thereafter, ALPR data should be purged unless it has become, or it is reasonable to believe it will become, evidence in a criminal or civil action or is subject to a discovery request or other lawful action to produce records. In those circumstances the applicable data should be downloaded from the server onto portable media and booked into evidence.

426.5 ACCOUNTABILITY

All data will be closely safeguarded and protected by both procedural and technological means. The Placentia Police Department will observe the following safeguards regarding access to and use of stored data (Civil Code § 1798.90.51; Civil Code § 1798.90.53):

(a) All ALPR data downloaded to the mobile workstation and in storage shall be accessible only through a login/password-protected system capable of documenting all access of information by name, date and time (Civil Code § 1798.90.52).

(b) Members approved to access ALPR data under these guidelines are permitted to access the data for legitimate law enforcement purposes only, such as when the data relate to a specific criminal investigation or department-related civil or administrative action.

(c) ALPR system audits should be conducted on a regular basis.

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For security or data breaches, see the Records Release and Maintenance Policy.

426.6 POLICY

The policy of the Placentia Police Department is to utilize ALPR technology to capture and store digital license plate data and images while recognizing the established privacy rights of the public.

All data and images gathered by the ALPR are for the official use of this department. Because such data may contain confidential information, it is not open to public review.

426.7 RELEASING ALPR DATA

The ALPR data may be shared only with other law enforcement or prosecutorial agencies for official law enforcement purposes or as otherwise permitted by law, using the following procedures:

(a) The agency makes a written request for the ALPR data that includes:

1. The name of the agency.
2. The name of the person requesting.
3. The intended purpose of obtaining the information.

(b) The request is reviewed by the Administration Division Commander or the authorized designee and approved before the request is fulfilled.

(c) The approved request is retained on file.

Requests for ALPR data by non-law enforcement or non-prosecutorial agencies will be processed as provided in the Records Maintenance and Release Policy (Civil Code § 1798.90.55).

426.8 TRAINING

The Professional Standards Bureau Supervisor should ensure that members receive department-approved training for those authorized to use or access the ALPR system (Civil Code § 1798.90.51; Civil Code § 1798.90.53).

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Agenda Item No: 1.k

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Jeannette Ortega

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:	$550,000.00	Total Cost
	$536,389.63	Contract Amount
	$ 13,610.37	Contract Contingency Amount
Budget:	$550,000.00	FY 2024-25 CIP Budget
	$460,000.00	Measure U (797504-6760)
	$ 40,000.00	Park & Rec Impact Fee (637504-6760)
	$ 50,000.00	City Quimby In-Lieu Fee (697210-6760)

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, lifeguard shack playhouse, 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 $550,000 for the playground equipment from a combination of Measure U and Park and Rec Impact fees in the current Capital Improvement (CIP) budget.

Staff and the PARC Commission recommend the City Council approve the 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 $536,389.63, 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 $536,389.63; and
5. Authorize the City Administrator to approve contract change orders up to a total of $13,610.37 or a not-to-exceed total contract amount of $550,000; 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, lifeguard shack playhouse, swings, retro surfboard sensory play apparatuses, and new slides.

The total budget for the project is outlined in the Fiscal Year (FY) 2024-25 Capital Improvement Program (CIP) Budget. Funding for the project has been identified as $550,000 for the playground equipment from a combination of Measure U, Measure U, Park and Rec Impact and City Quimby In-Lieu fees.

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.

Upon approval of the concept design, Staff will work with Gametime, to order and finalize the installation of the playground equipment for the park. Additional park amenities will also be ordered per the concept design from a separate CIP budget fund. Staff recommends the City Council approve the concept design plans and award a Public Works Agreement to Gametime, for the purchase and installation of the playground equipment.

Pursuant to the City of Placentia Municipal Code, Section 3.08.070, purchases of supplies, services and equipment may forego bid procedures when participating in an established governmental cooperative purchasing program. The quote received from Gametime is reflective of a cooperative purchasing agreement through OMNIA Partners (OMNIA), a national cooperative purchasing organization, under OMNIA Contract No. 2017001134 (Attachment 3). The City of Placentia is a member of OMNIA and has used OMNIA contracts in the past. Therefore, under the City's purchasing policy, the City may award the proposed contract without competitive procurement. As such, Staff recommends the City Council award a construction contract to GameTime in the amount of $536,389.63 and authorized a construction contingency in the amount of $13,610.37 for change orders related to unforeseen conditions encountered during construction. This contract will be funded utilizing existing CIP funds identified in the FY 2024-25 CIP Budget for this project.

Fiscal Impact Summary:
The City Council budgeted $550,000.00 for the McFadden Park Playground Renovation Project from a combination of Measure U, Park and Rec Impact and City Quimby In-Lieu fees in the adopted FY 2024-25 Capital Improvement Program (CIP) budget. This includes a total of $50,000 in City Quimby In-Lieu fees budgeted under the Playground Resurfacing Project (Project No. 7210) a project carryover from FY 23-24. This project budget included allocated funds towards the playground resurfacing of McFadden Park. The total cost for the playground renovation project amounts to $550,000. This cost consists of the proposal submitted by GameTime in the amount of $536,389.63 and an additional $13,610.37 in contingency funds for change orders related to unforeseen conditions encountered during construction. Therefore, sufficient funds exist in the FY 24-25 CIP budget to order, purchase, and install the playground equipment. Additional Park amenities will also be ordered, utilizing currently budgeted CIP project funds for the replacement of various amenities throughout the park, consistent with the PPI.

Attachments
McFadden Concept Plan - GameTime.pdf
Attachment 2a - Proposal from PlayCore d.b.a. GameTime for Playground Purchase and Installation
Attachment 3 - OMNIA Partners Cooperative Purchasing Contract for Gametime
PW Agreement for GameTime MCFadden Park.pdf
Insurance Documents.pdf



MCFADDEN PARK PLAYGROUND CONCEPT PLAN

GameTime

September 17, 2024
City Council Meeting


LIFEGUARD
ON DUTY


LIFEGUARD
ON DUTY


Open
Beach Shop






LIFEGUARD
ON DUTY


LIFEGUARD
+
ON DUTY
Open
Beach Shop


ch Shop




SURF SHACK






SURF SHACK



Proposal for

City of Placentia

Prepared by

GREAT WESTERN RECREATION

08-05-2024
Job # 111924-01

McFadden Park Playground Option 4- Fall 2024 Grant CWO



GameTime
A PLAYCORE Company

435-760-5103 | www.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

08/05/2024
Quote #
111924-01-04

McFadden Park Playground Option 4- 2024 Fall Grant CWO

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 5-12 Ocean Themed Play Structure- • Reference Drawing 111924-01-Opt 4	$75,919.00	$37,959.50	$37,959.50
1	033TSA.	Landmark Design GFRC - Lighthouse	$105,800.00	$105,800.00	$105,800.00
1	4821RP	GameTime - 48" Transfer w Life Buoy	$7,224.00	$7,224.00	$7,224.00
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	6194RP	GameTime - Lifeguard Shack Short Panel	$3,340.00	$3,340.00	$3,340.00
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	90599.	GameTime - Playworx Connector Deck	$1,240.00	$1,240.00	$1,240.00
1	90600.	GameTime - 5' Zip Slide w out Hood	$1,940.00	$1,940.00	$1,940.00
1	7029	GameTime - Whale Tail	$15,229.00	$14,772.13	$14,772.13
2	5343SP	GameTime - Short Seahorse Climber	$3,236.00	$3,236.00	$6,472.00
1	5179	GameTime - Welcome Sign (5-12)	$748.00	$703.12	$703.12
1	6897SP	GameTime - Retro Surfboard Sensory	$5,898.00	$5,898.00	$5,898.00
1	5896SP	GameTime - Surfboard Flowers	$5,565.00	$5,565.00	$5,565.00
1	PLX451	GameTime - Jules Surf Shack	$21,060.00	$21,060.00	$21,060.00
1	81752	GameTime - 5" Zero-G Chair (2-5)-Galv Chain	$759.00	$736.23	$736.23
2	8918	GameTime - Belt Seat Pkg 5"Od(8918)	$388.00	$325.92	$651.84
1	5145	GameTime - Expression Swing 5" X 8'	$1,949.00	$1,637.16	$1,637.16
1	5192	GT-Shade - Double Bay Swing Shade	$13,602.00	$13,193.94	$13,193.94
1	INSTALL	Other Products 1 - MOBILIZE EQUIPMENT AND MATERIALS- Prevailing Wages	$1,995.00	$1,995.00	$1,995.00
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

OMNIA PARTNERS

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

08/05/2024
Quote #
111924-01-04

McFadden Park Playground Option 4- 2024 Fall Grant CWO

Qty	Part #	Description	List $	Selling $	Ext. Selling $
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 4 ORTCO INC IS A CERTIFIED GAMETIME INSTALLER Prevailing Wages	$75,750.00	$75,750.00	$75,750.00
1	INSTALL	Other Products 1 - PROVIDE AND INSTALL POUR IN PLACE RUBBER SURFACING- ****List Price $124,495.91, discounted per OMNIA Contract** INCLUDES DESIGNS AND ALIPHATIC BINDER. APPROXIMATELY 4,170 SQFT. FOR AN AVG. CFH OF 8' o 8 sf of orange for star fish o 4 sf of red for the crab o 598 sf of beige for the sand o 190 sf of sf light blue for splash/wave o 3326 ble for water o 20 sf light green for turtles o 24 sf gray for sharks Prevailing Wages	$129,010.00	$129,010.00	$129,010.00
Contract: OMNIA #2017001134				**Sub Total**	$500,518.92
				Freight	$13,125.18
				Tax	$22,745.53
				Total	**$536,389.63**

OMNIA PARTNERS

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

08/05/2024
Quote #
111924-01-04

McFadden Park Playground Option 4- 2024 Fall Grant CWO

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.

*****OPTIONAL-To include a Payment and Performance Bond, please add $8,195 plus tax if applicable.**

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
OMNIA # 4001676

Minimum Deposit of $33,400.50 required for custom GFRC items

*****Grant Cash with Order Pricing--order MUST be paid in full at time of order.**

*****Pricing is based on Grant 2024 pricing. Orders MUST be placed before October 25, 2024, and MUST be shipped by December 31, 2024 to qualify for Grant Pricing.**

*****Not all equipment is eligible for Grant Pricing.**

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

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Quote #
111924-01-04

McFadden Park Playground Option 4- 2024 Fall Grant CWO

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.
DIR# 1000015526 CSLB#855664

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.

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

08/05/2024
Quote #
111924-01-04

McFadden Park Playground Option 4- 2024 Fall Grant CWO

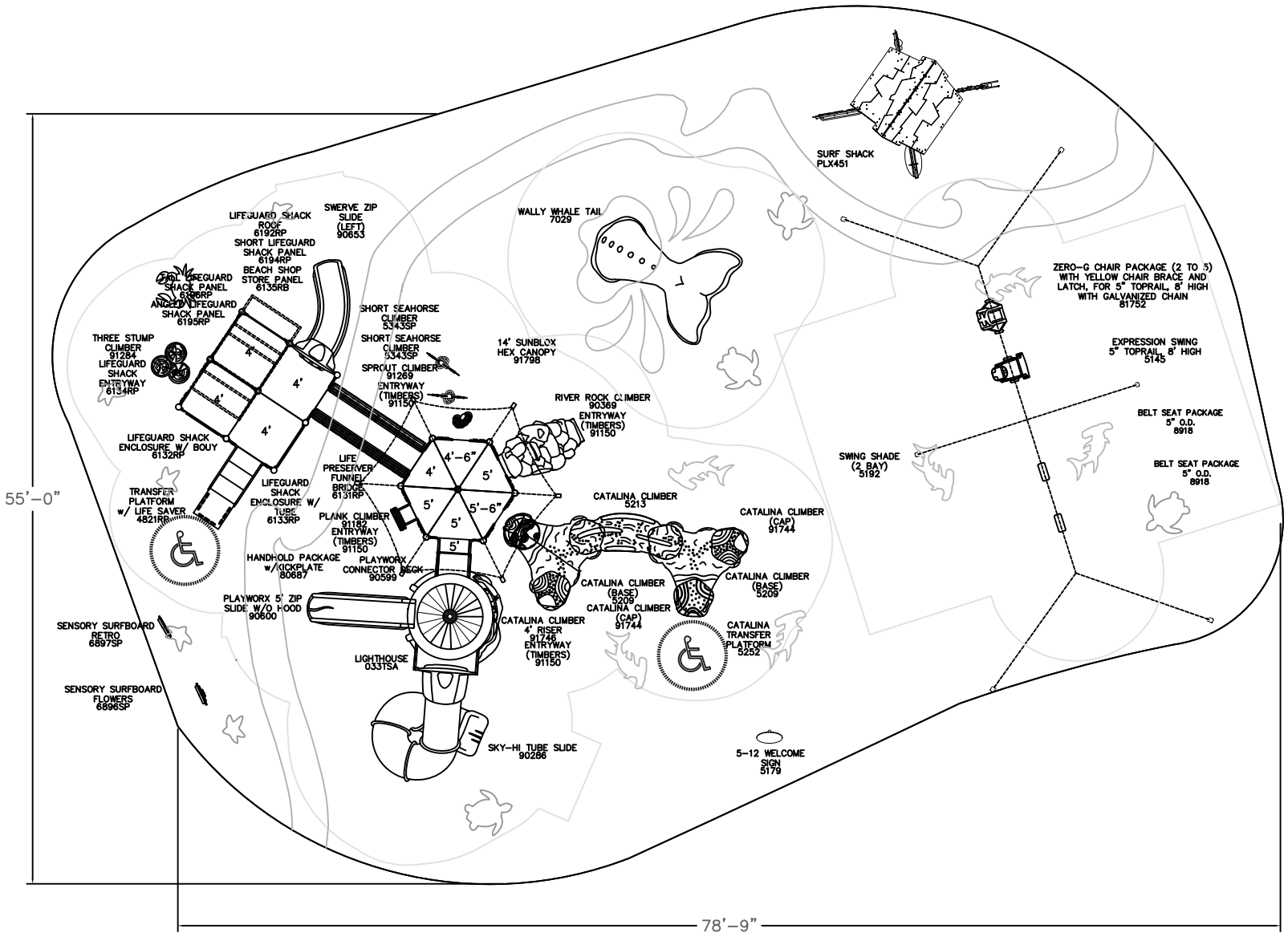
ACCEPTANCE OF QUOTATION:

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

Purchase Amount: **$536,389.63** Date: _____

_____
Signature

Please fill out this ORDER FORM, this is required to process the order.



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	8		
Total Elevated Play Components Accessible By Ramp	-	Required	-
Total Elevated Components Accessible By Transfer	6	Required	4
Total Accessible Ground Level Components Shown	12	Required	3
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:
8/1/24

Drawing Name:
111924-01-Opt 4

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

THIS FIFTEENTH AMENDMENT TO THE AGREEMENT TO PROVIDE PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES (this "Fifteenth Amendment") is made and entered into this 22 of December 2023, by and between Playcore Wisconsin, Inc., dba GameTime an Alabama corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

A. The City of Charlotte and the Company entered into an Agreement for Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services dated July 1, 2017 (the "Contract") pursuant to which the Company agreed to provide Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services for the City of Charlotte.

B. The parties amended the Contract on January 1, 2018, to incorporate unit price adjustments and freight rate adjustments.

C. The parties amended the Contract on July 1, 2018, to incorporate unit price adjustments due to tariffs on steel and aluminum.

D. The parties amended the Contract on September 1, 2018, to incorporate federal contract terms and conditions.

E. The parties amended the Contract on January 1, 2019, to incorporate unit price adjustments and freight rate adjustments.

F. The parties amended the Contract on April 1, 2019, to incorporate new products and pricing.

G. The parties amended the Contract on January 1, 2020, to incorporate unit price adjustments and freight rate adjustments.

H. The parties amended the Contract on January 1, 2021, to incorporate new products, unit price adjustments, and freight rate adjustments.

I. The parties amended the Contract on March 16, 2021, to incorporate a [redacted]% material surcharge.

J. The parties amended the Contract on May 17, 2021, to incorporate a [redacted]% material surcharge.

K. The parties amended the Contract on July 14, 2021, to incorporate a [redacted]% material surcharge.

L. The parties amended the Contract on December 1, 2021, to add new Products and Services and to incorporate the 2022 Master Price List and Freight Rate Schedule.

M. The parties amended the Contract on July 1, 2022, to extend the Term of the Contract by the first of two (2) two-year renewal terms and to incorporate certain other changes.

N. The parties amended the Contract on December 5, 2022, to add new Products and Services and to incorporate the 2023 Master Price List and Freight Rate Schedule, the 2022 Network of Distributors, and incorporate certain other changes.

O. The parties amended the Contract to extend the Term of the Contract by the second of two (2) two-year renewal terms and to incorporate certain other changes.

P. The parties now desire to amend the Contract to add new Products and Services and incorporate the 2024 Master Price List and Freight Rate Schedule and incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

1. The terms of the Contract are restated by and incorporated into this Fifteenth Amendment by reference.
2. Defined terms used in this Fifteenth Amendment shall have the same meaning as are assigned to such terms in the Contract.
3. The Pricing Sheets in Exhibit A of the Contract are hereby replaced in their entirety to the adjustments in the 2024 Master Price List which are attached hereto as Exhibit A.2.
4. The Freight Rate Schedules in Exhibit D of the Contract are hereby replaced in their entirety to the adjustments in the 2024 GameTime OMNIA Contract Freight Rates which are attached hereto as Exhibit D.2.
5. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
6. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fifteenth Amendment to be executed as of the date first written above.

PLAYCORE WISCONSIN INC.
DBA GAMETIME:

BY: _____
(Signature)

PRINT NAME: Clint Whiteside

TITLE: Director of Sales

DATE: 12/18/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(Signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE

Digital Contract Routing Form
Non-Encumbered

Date Submitted: December 21, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2017001134

Amendment #: 14

Contract Name: Playground Equipment, Site Accessories, Surfacing, and Related Products and Services

Vendor Legal Name: Playcore Wisconsin, Inc. dba GameTime

Vendor #: 121531

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet MUST include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com
Liz Babson
Key: f66f2b8210620 8b08504836a6d96b8

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

CONTRACT TO PROVIDE
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES, SURFACING, AND RELATED PRODUCTS AND SERVICES

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

RECITALS

WHEREAS, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

WHEREAS, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

WHEREAS, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

WHEREAS, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

CONTRACT

1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

Acceptance:	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
Affiliates:	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
Biodegradable:	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
Charlotte Business Inclusion (CBI):	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
Charlotte Combined Statistical Area (CSA):	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INClusion to determine eligibility to participate in the program.
City:	Refers to the City of Charlotte, North Carolina.
Company:	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
Company Project Manager:	Refers to a specified Company employee representing the best interests of the Company for this Contract.
Contract:	Refers to a written agreement executed by the City and Company for all or part of the Services.

Deliverables:	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
Documentation:	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
Environmentally Preferable Products:	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
Lead Public Agency:	Refers to the City of Charlotte, North Carolina.
Master Agreement:	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
Minority Business Enterprise/MBE:	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
MWSBE:	Refers to SBEs, MBEs and WBEs, collectively.
Participating Public Agency:	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
Products:	Refers to all Products that the Company agrees to provide to the City as part this Contract.
Services:	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

Specifications and Requirements:	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM**. The initial term of this Contract will be for five (5) years from the Effective Date with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.

4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**

4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.

4.2 Placement of Orders: All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.

5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.

6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.

7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.

8. **PRICE ADJUSTMENT.**

8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:

8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.

8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.

City of Charlotte
M&FS Finance Office / Procurement Management
600 East Fourth Street
Charlotte, NC 28202

8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.

8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.

8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.

8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING**. Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to cocap@charlottenc.gov . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable
PO Box 37979
Charlotte, NC 28237-7979
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. CONTRACT MONITORING: The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.

11. REPORTING: The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.

12. AUDIT: During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of $5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.

13. **GENERAL WARRANTIES**. Company represents and warrants that:

13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;

13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;

13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;

13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;

13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and

13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.

14. ADDITIONAL REPRESENTATIONS AND WARRANTIES. Company represents warrants and covenants that:

14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;

14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;

14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and

14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.

15. COMPLIANCE WITH LAWS: All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.

16. DELIVERY TIME: When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.

17. QUALITY. Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. DESIGN AND/OR MANUFACTURER REQUIREMENT: All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.

19. INSPECTION AT COMPANY'S SITE: The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).

20. PREPARATION FOR DELIVERY:

20.1 Condition and Packaging. All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.

20.2 Marking. All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).

20.3 Shipping. The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.

21. ACCEPTANCE OF PRODUCTS/SERVICES: The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.

22. GUARANTEE: Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.

23. NO LIENS: All Products shall be delivered and shall remain free and clear of all liens and encumbrances.

24. MANUFACTURER OR DEALER ADVERTISEMENT: No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.

25. RIGHT TO COVER: If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:

(A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and

(B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.

26. RIGHT TO WITHHOLD PAYMENT: If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

27. OTHER REMEDIES: Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

28. TERMINATION.

29.1 TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.

29.2 TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:

29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or

29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.

29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.

29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:

29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;

29.8.3 Performing the transition service plan activities;

29.8.4 Answering questions regarding the products and services on an as-needed basis; and

29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.

29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.

30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.

31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.

32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;

negligence; intentional misconduct of anyone other than the Company, it's subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

(1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;

(2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and

(3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. INSURANCE. Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

(A) Automobile Liability: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than $1,000,000 bodily injury each person, each accident; and, $1,000,000 property damage, or $1,000,000 combined single limit each occurrence/aggregate.

(B) Commercial General Liability: Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.

(C) Workers' Compensation: Meeting the statutory requirements of the State of North Carolina and Employers Liability - $100,000 per accident limit, $500,000 disease per policy limit, $100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
2) inadequate supervision;
3) Negligence (other than negligence of the Company or its subcontractors);
4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
6) vandalism.

34. COMMERCIAL NON-DISCRIMINATION.

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this

clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. COMPANY WILL NOT SELL OR DISCLOSE DATA. The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.

36. WORK ON CITY'S PREMISES. The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.

37. BACKGROUND CHECKS: The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:

a. Criminal records search,

b. Identification verification; and

c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question

as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

38. DRUG-FREE WORKPLACE. The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;

38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;

38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;

38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;

38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and

38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

39. NOTICES. Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	**For The City:**
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

With Copy To:	**With Copy To:**
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: cwhite@ci.charlotte.nc.us

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. SUBCONTRACTING: The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.

41. FORCE MAJEURE: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

A. could not have been prevented by reasonable precaution;
B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

42 CONFIDENTIALITY.

42.1 DEFINITIONS. As used in this Contract, The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:

42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.

42.3 Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."

42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.

42.5 Information contained in the City's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.

42.6 Citizen or employee social security numbers collected by the City.

42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.

42.8 Local tax records of the City that contains information about a taxpayer's income or receipts.

42.9 Any attorney / client privileged information disclosed by either party.

42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.

42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.

42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.

42.13 Billing information of customers compiled and maintained in connection with the City providing utility services

42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. RESTRICTIONS. Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.

43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.

43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.

43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.

43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.

43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.

43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. MISCELLANEOUS

45.1 ENTIRE AGREEMENT. This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 AMENDMENT. No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 GOVERNING LAW AND JURISDICTION. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

45.4 BINDING NATURE AND ASSIGNMENT. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.

45.5 SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

45.6 NO PUBLICITY. No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.

45.7 WAIVER. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

45.8 CHANGE IN CONTROL. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.

45.9 NO BRIBERY. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.

45.10 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.

45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:

Section 3	"Term"
Section 4.3	"Employment Taxes and Employee Benefits"
Section 13	"General Warranties"
Section 14	"Additional Representations and Warranties"
Section 22	"Guarantee"
Section 28	"Other Remedies"
Section 29	"Termination"
Section 33	"Insurance"
Section 34	"Indemnification"
Section 39	"Notices"
Section 42	"Confidentiality"
Section 45	"Miscellaneous"

45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.

45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.

45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS
By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *contained in Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.
This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

BY: Robert V. Barron

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE
CITY MANAGER'S OFFICE:

BY: Randy A. Harrington

PRINT NAME: Randy Harrington

TITLE: CFO

DATE: 5/15/17

CITY OF CHARLOTTE
RISK MANAGEMENT DIVISION:

BY:

PRINT NAME: Christee Gibson

TITLE: Ins Mgr

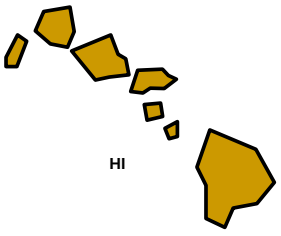
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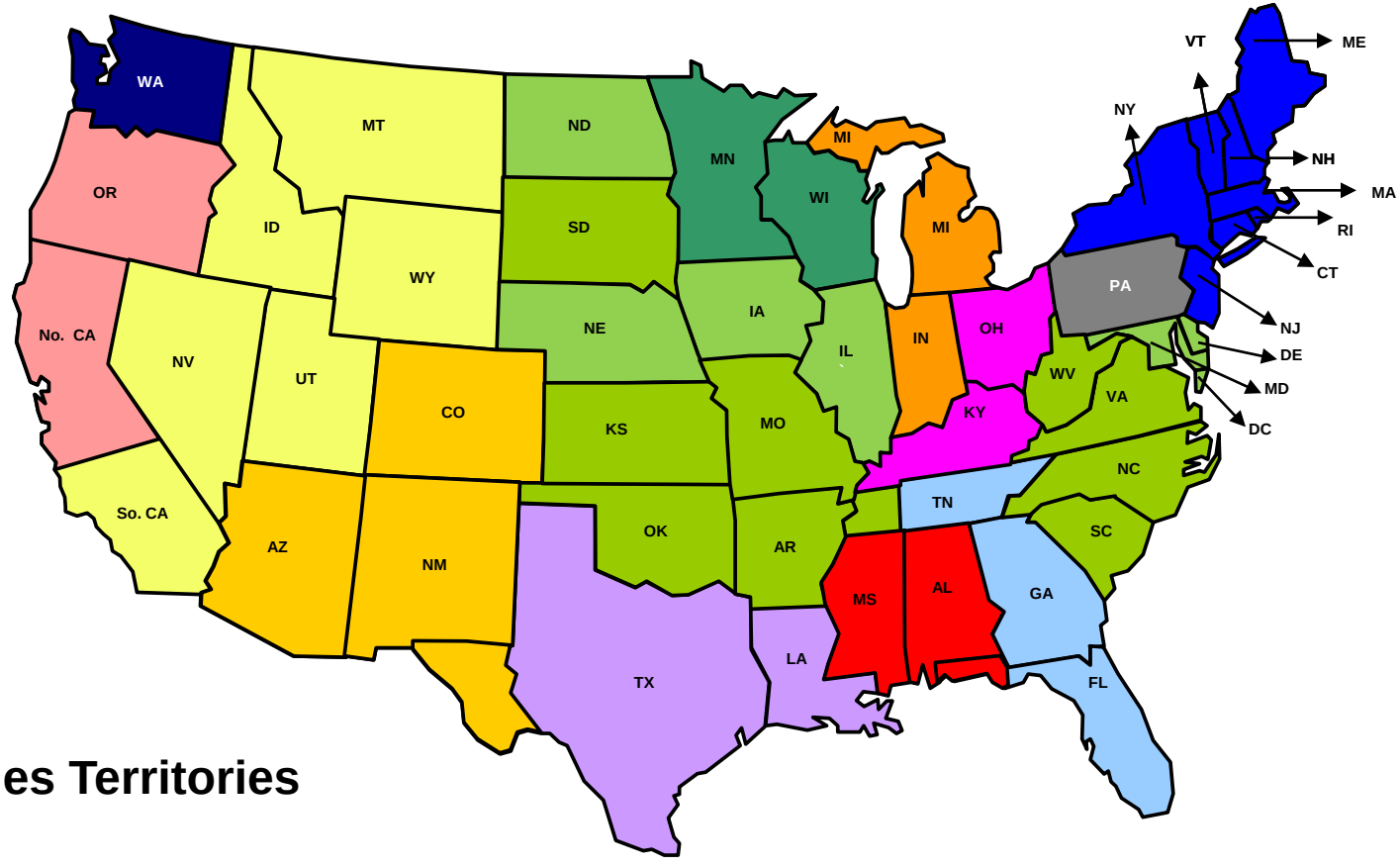
EXHIBIT C
NATIONAL NETWORK OF DISTRIBUTORS AND INSTALLERS

The following National Network of Distributors and Installers is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime
A PLAYCORE Company

150 PlayCore Drive SE
Ft Payne, AL 35967
(800) 633-2394





GameTime Sales Territories

PA

Bitting Recreation, Inc.
PO Box 6445
Harrisburg, PA 17112-0445
Tel: (800) 248-8464
Fax: (717) 652-5826
Website: www.bittingrec.com

AR KS MO NC OK SC VA WV

Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
Tel: (800) 438-2780
Fax: (704) 525-7356
Website: www.cunninghamrec.com

IA NE ND SD

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Fax: (630) 554-3750
Website: www.cunninghamrec.com

DE MD DC

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Queenstown, MD 21658
Tel: (800) 233-0529
Fax: (410) 827-8855
Website: www.westrecreation.com

FL GA TN

Dominica Recreation Products, Inc.
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Tel: (800) 432-0162
Fax: (407) 331-4720
Website: www.drpinc.com

CA ID MT NV UT WY

Great Western Recreation
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Website: www.gwpark.com

MA ME NJ NY CT RI VT NH

Marturano Recreation Co.
PO Box 106
Spring Lake, NJ 07762
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Fax: (732) 974-0226

No. CA OR

MRC-Pacific
1030-B Railroad Avenue
Novato, CA 94947
Tel: (415) 899-9996
Fax: (415) 899-9050
Website: www.gametimenorcal.com

MN WI

Minnesota/Wisconsin Playground, Inc.
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Tel: (800) 622-5425
Fax: (763) 546-5050
Website: www.mnwiplay.com

MI IN

Sinclair Recreation
128 E. Lakewood Blvd
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Holland, MI 49424
Tel: (800) 444-4954
Fax: (616) 392-8634
Website: www.sinclair-rec.com

AK WA

SiteLines Park & Playground Products
626 128th Street, S.W.
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Everett, WA 98204
Tel: (800) 541-0869
Fax: (425) 347-3056
Website: www.sitelines.com

LA TX

Total Recreation Products
12022 C. Knigge C Rd, Suite C
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AZ CO NM TX

Triple M Recreation
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HI

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Website: www.innovativeplaygroundsandrecreation.com

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	W. PA	
Cunningham Associates	P. O. Box 240981 Charlotte, NC 28224	800-438-2780
Scott Cunningham	www.cunninghamrec.com	704-525-7356
	AR, DE, DC, IA, IL, KS, MD, MO, NE, NC, ND, OK, SC, SC, VA, W. TN, WV	
J. A. Dawson & Co., Inc.	P. O. Box 1178 Pelham, AL 35124	800-221-8869
Craig Struthers	www.jadawsonco.com	205-663-5058
	AL, FL Panhandle, MS	
Dominica Recreation Products, Inc.	P. O. Box 520700 Longwood, FL 32752	800-432-0162
Rob Dominica	www.playdrp.com	407-331-4720
	FL (ex: Panhandle), GA, East/Central TN	
Great Western Recreation, LLC	P. O. Box 97 Wellsville, UT 84339	800-453-2735
Tyler Kyriopoulos	www.gwpark.com	435-245-5057
Lewis Painter	ID, MT, NV, UT, WY, S. CA	
IPR	1481 S. King St., S-226, Honolulu, HI 96814	808-845-7788
Gideon Naiditch	www.ipr-hawaii.com	808-952-5501
Ian Ross	HI	
Marturano Recreation Co., Inc.	P. O. Box 106 Spring Lake, NJ 07762	800-992-0070
Jim Marturano	www.mrcrec.com	732-974-0226
Brian Gates	MA, ME, NJ, NY, CT, RI, VT, E. PA, NH, N. CA, OR	
Minnesota Wisconsin Playgrnd,Inc	P. O. Box 27328 Golden Valley, MN 55427	800-622-5425
Harlan Lehman	www.mnwiplay.com	763-546-5050
Ron Lehman	MN, WI	
Sinclair Recreation, LLC	P. O. Box 1409 Holland, MI 49422	800-444-4954
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Rich Sinclair	IN, MI	
Sitelines Park & Playground	626 128th St., SW, S-104A, Everett, WA 98204	800-541-0869
Gary Max	www.sitelines.com	425-750-7493
	AK, WA	
Total Recreation Products	17802 Grant Road, Cypress, TX 77429	800-392-9909
Bryan O'Conner	www.totalrecreation.net	281-351-2493
Kelly O'Conner	LA, TX	
Triple M Recreation, Inc.	8700 E. Vista Bonita Dr., S-188, Scottsdale, AZ 85255	480-315-9103
Gene Everts	www.triplemrec.com	480-315-1311
Patti Everts	AZ, CO, NM, W. TX	
David Williams & Associates	P. O. Box 208, Harrison, OH 45030	800-762-7936
Bob Greiwe	www.davidwilliamsassociates.com	330-821-4505
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Bitting - Playground Pros (Hartzell, Lowell)

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Dominica - John Fitzgerald, Inc.

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Great West Park and Play - K.C. Equipment

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Great West Park and Play - Quality Time Recreation

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Great West Park and Play - Rasco Construction, Inc.

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Livermore, Ca. 94551
Bus: (925) 846-9023
Home: 2017
Mobile: (925) 570-7606
Bus Fax: (925) 846-9152
E-mail: gcallahan@ggbuildersinc.com

Marturano - Harris Fence Corp. (Harris, Jim)

4492 Route 130
Burlington, NJ 08016
Bus: (609) 387-4050
Home: 2017
Mobile: (609) 517-7613
E-mail: harrisfence@yahoo.com

Marturano - Horizon Concepts, Inc.

53 West Hills Road
Huntington Station, N.Y. 11746
Bus: (631) 271-1963
Home: 2016
Mobile: (516) 864-1522
Bus Fax: (631) 271-1975
E-mail: jhines@horizonconceptsinc.net

Marturano - Kamback Bros. LLC (Kamback, Greg)

54 E. Lagoona Drive
Brick, NJ 08723
Bus: (732) 558-3868
Home: 2017
Mobile: (732) 558-3868
Bus Fax: (732) 477-0046
E-mail: gregKamback@comcast.net

m

Marturano - Kel-Tech Construction, Inc. - Kelleher, Vincent

12-11 Redfern Ave.
Queens, N.Y. 11691
Bus: (718) 383-3353
Home: 2017
Mobile: (917) 682-3988
Bus Fax: (718) 337-3360
E-mail: vk@keltechconstruction.com

Marturano - Kidzzplay Installation Services

126 Covered Bridge Road
Warwick, N.Y. 10990
Bus: (800) 851-7748
Home: 2016
Mobile: (845) 742-1745
E-mail: cs@kidzzplay.com

Marturano - Lobo Construction Services, Inc.

250 Orchard Road
East Patchoeve, NY 11772
Bus: (631) 286-6184
Home: 2018
Mobile: (516) 807-8462
Bus Fax: (631) 286-6194
E-mail: loboservices@yahoo.com

Marturano - M & M Site Improvement, Inc. (Mcpherson, Robert)

53 Gladstone Road
New Rochelle, NY 10805
Bus: (917) 679-1012
Home: 2018
Bus Fax: (914) 813-8639
E-mail: rem129@aol.com

Marturano - Marrs Playground Installation, Co.

16860 Paula Road
Madem, Ca. 93636

P.O. Box 318
Friant, Ca. 93626
Bus: (559) 479-8490
Home: 2017
Mobile: (559) 930-1700
Bus Fax: (559) 479-8490
E-mail: quincymarrs@comcast.net

Marturano - Pat Corsetti, Inc.

610 Fenimore Road
Mamaroneck, NY 10543
Bus: (914) 698-5024
Home: 2017
Mobile: (914) 403-4346
Bus Fax: (914) 698-6746
E-mail: acorsetti@prodigy.net

Marturano - Performance Flooring Systems (Melville, Garth)

289 Milton Road
Rye, NY 10580
Bus: (917) 930-1521
Home: 2018
Mobile: (917) 930-1521
E-mail: garth@sportcourtventures.com

Marturano - Picerno-Giordano Construction, LLC (Richard Picerno)

200 Market Street
Kenilworth, NJ 07033
Bus: (908) 241-4331
Home: 2017
Mobile: (908) 296-0505
Bus Fax: (908) 241-7854
E-mail: Rich@picernogiordano.com

Marturano - Playgrounds Unlimited, Inc

980 Memorex Drive
Santa Clara, CA 95050
Bus: (408) 244-9848
Home: 2016
Mobile: (408) 639-4565
Bus Fax: (408) 330-9256
E-mail: mikea@playgroundsunlimited.net

Marturano - Rubberecycle, LLC. - Gates, Brian

P.O. Box 106
Springlake, N.J. 07762
Bus: (800) 922-0070
Home: 2014
Mobile: (732) 433-6121
Bus Fax: (732) 947-0226
E-mail: bgates@mrcrec.com

Marturano - Scott Construction of Rochester, Inc.

23 Wells Street
Rochester, NY 14611
Bus: (585) 370-6331
Home: 2018
Mobile: (585) 370-6331
Bus Fax: (585) 325-2893
E-mail: mscott1299@hotmail.com

m

Marturano - Shawn T. Gardner Builders

2882 Robert Court
Redding, CA 96002
Bus: (530) 222-2771
Home: 2015
Mobile: (530) 945-2041
Bus Fax: (530) 222-3269
E-mail: gardner7878@sbcglobal.net

Marturano - Silagy Contracting, LLC.

614 Old Post Road
Edison, NJ 08817
P.O. Box 1096
Edison, N.J. 08817
Bus: (732) 287-5544
Home: 2018
Mobile: (732) 921-0780
Bus Fax: (732) 287-8978
E-mail: rsilagy@silagycontracting.com

Marturano - TAJ Assoc

335 Clifton Ave,
Staten Island, NY 10305
Bus: (718) 415-4555
Home: 2018
Mobile: (917) 577-8274
Bus Fax: (718) 442-2567
E-mail: tajassociatesusa@gmail.com

Marturano - Tec-Con Contractors, Inc.

9 Dodd Street
East Orange, NJ 07017
Bus: (973) 674-9191
Home: 2011
Bus Fax: (973) 674-2834
E-mail: Tec_Con@comcast.net

Marturano - Titan Development, Inc.

8534 Seaman Rd
Gasport, NY 14067
Home: 2018
Mobile: (716) 913-5957
E-mail: bjvbwood@yahoo.com

Marturano - Whirl Construction

187 Main Street,
P.O. Box 110
Port Monmouth, NJ 07758
Bus: (732) 495-3715
Home: 2017
Mobile: (732) 496-5706
Bus Fax: (732) 495-6133
E-mail: info@whirlconstruction.net

Marturano - Who Built Creative Builders

80 Alta Dr.
Petaluma, CA 94954

P.O. Box 5207
Petaluma, CA 94955
Bus: (707) 763-6210
Home: 2017
Mobile: (707) 696-7734
Bus Fax: (707) 658-2513
E-mail: jana@whobuilt.biz

Minnesota&Wisc. - C.K.&C. Installation, Inc.

12735 - 274th Circle
Zimmerman, MN 55398
Bus: (763) 856-5293
Home: 2018
Mobile: (763) 244-0188
Bus Fax: (763) 856-0536
E-mail: tucker@izoom.net

Minnesota&Wisc. - Southern Coating Systems

8960 205 St. West #432
Lakeville, MN 55044
Bus: (952) 469-3439
Bus Fax: (952) 469-3430
E-mail: scssafetup@frontiernet.net

s

Sinclair Recreation - G & C Contracting, LLC. - Krohn, Geoff

16801 S. Mill Creek Rd.
Noblesville, In. 46062
Bus: (317) 694-4373
Home: 2016
Mobile: (317) 694-4373
Bus Fax: (317) 770-7482
E-mail: gandccontract@comcast.net

Sinclair Recreation - Michigan Recreational Construction, Inc.
Sheffer, Craig A.

P.O. Box 2127
Brighton, MI 48116

1019Victory Drive
Howell, Mi. 48843
Bus: (517) 545-7122
Home: 2016
Mobile: (313) 806-8406
Bus Fax: (517) 545-7144
E-mail: craig@buildingfun.com

s

Sinclair Recreation - Play Builders LLC

128 E. Lakewood Blvd
Suite 40 B
Holland, MI 49424
Bus: (616) 218-1053
Home: 2011
Mobile: (616) 218-1053
Bus Fax: (616) 994-0345
E-mail: rich@sinclair-rec.com

Sinclair Recreation - Pro Installation Plus, Inc.

60-B W.Terra Cotta Avenue #185
Crystal Lake, IL 60014
Bus: (815) 479-7220
Home: 2017
Bus Fax: (815) 479-7221
E-mail: playinstal@aol.com

Sinclair Recreation - Rent A Son

2294 S. Hickory Ridge Road
Milford, Mi. 48380-1920
Bus: (989) 233-3210
Home: 2018
Mobile: (989) 233-3210
E-mail: wuerf3@aol.com

Sitelines - Cascade Mini Excavating, Inc.

1266 Bay Loop S.W.
Tumwater, Wa. 98512
Bus: (360) 556-3552
Home: 2018
Mobile: (360) 556-3544
E-mail: install@cmeplay.net

Sitelines - G.R. Morgan Construction

10536 S.W. 25th Avenue
Portland, OR 97219
Bus: (503) 452-4268
Home: 2018
Mobile: (503) 803-4802
Bus Fax: (503) 245-4872
E-mail: geo_morgan@msn.com

Sitelines - L.W. Sundstrom, Inc.

P.O. Box 893
Ravensdale, Wa. 98051
Bus: (206) 730-8901
Home: 2017
Mobile: (206) 730-8901
Bus Fax: (425) 413-2533
E-mail: len@lwsundstrom.com

Sitelines - Picture Perfect Playgrounds Stoddard, Curtis

P.O. box 807
Ashton,ID 83420
Bus: (208) 652-3284
Home: 2016
Mobile: (208) 521-0161
Bus Fax: (208) 652-3285
E-mail: bookkeeper@pictureperfectplaygrounds.com

Sitelines - Precision Recreation Contractors, Inc.

6821 S.E. Johnson Creek BLVD.
Portland, OR 97206
Bus: (503) 788-4002
Home: 2018
Mobile: (503) 572-8248
Bus Fax: (503) 788-4003
E-mail: ed@precisionrecreation.com

Sitelines - Proexc, LLC (Kyllonen, James)

P.O. box 2803
Battleground, WA 98604
Bus: (360) 666-9276
Home: 2018
E-mail: office@proexcllc.com

Sitelines - Prosser & Sons

North 5544 Drumheller
Spokane, WA 99205-7509
Bus: (509) 326-4907
Home: 2015
Mobile: (509) 993-2840
Bus Fax: (509) 326-4907
E-mail: gmprosser@juno.com

Sitelines - R & R Construction, Inc.

P.O. Box 10
Carbonado, WA 98323
Bus: (360) 829-2300
Home: 2018
Mobile: (253) 350-7449
Bus Fax: (360) 829-2700
E-mail: wendy@rrconinc.com

t

Total Recreation - Barcon Construction

143 EL Cerrito Circle
San Antonio, TX 78232
Bus: (210) 867-2278
Home: 2019
Mobile: (210) 867-2278
Bus Fax: (210) 867-9500
E-mail: bpasini_barcon@yahoo.com

t

Total Recreation - Cross Country

3804 Simmons Creek Lane
Flower Mound, Tx. 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1713
Bus Fax: (972) 355-2902
E-mail: cross.country.corp@gmail.com

Total Recreation - Crosswinds Contracting, Inc. (Les Shannon)

905 Sandy Beach Drive
Conroe, TX 77304
Bus: (936) 522-8522
Home: 2018
Mobile: (936) 522-8522
E-mail: lesshannon@mac.com

Total Recreation - DecorCrete, Inc. - Schaeffer, Charles

154 Oak Lane
Chatham, La. 71226
Bus: (318) 249-2016
Home: 2018
Mobile: (832) 202-9838
E-mail: charlie@decorcrete.com

Total Recreation - Indian Nations Ent - Liles, Mike Garvin / Jeff

10252 Mustang Run
Forney, Tx. 75126
Bus: (214) 704-2115
Home: 2017
Mobile: (214) 704-2115
Bus Fax: (972) 564-5755
E-mail: jliles@gmail.com

Total Recreation - Majestic Playground Services, LLC. Givens, Maury Scot

30274 White Egret Street
Denham Springs, La. 70726
Bus: (225) 667-3062
Home: 2017
Mobile: (225) 937-0791
Bus Fax: (225) 667-3035
E-mail: scotgivens@cox.net

Total Recreation - Paradigm Contracting, LLC. - Bergold, Helen

10719 Twilight Vista
Austin, Tx. 78736
Bus: (512) 300-3636
Home: 2017
Mobile: (512) 300-3636
Bus Fax: (512) 692-2947
E-mail: helen@paradigmcontract.com

Total Recreation - Pro Playground Installations, Inc - Schrock, Don

4 Wedgewood Blvd
Conroe, Tx. 77304
Bus: (936) 443-7235
Home: 2018
Mobile: (936) 443-7235
Bus Fax: (936) 441-3341
E-mail: don@schrockenterprise.com

Total Recreation - RGH Landscape, Inc.

P.O. Box 51376
Amarillo, TX 79159
Bus: (806) 358-4222
Home: 2016
Mobile: (806) 674-2810
Bus Fax: (806) 358-4222
E-mail: rghall1@suddenlink.net

Total Recreation - Simmons Builders General Contractor, Inc.

3804 Simmons Creek Lane
Flower Mound, TX 75022-5495
Bus: (972) 355-8580
Home: 2018
Mobile: (972) 768-1719
Bus Fax: (972) 355-2902
E-mail: simmons.buildersgc@gmail.com
E-mail 2: simmonsbuilders@comcast.net

Total Recreation - Wade Contractors, Inc.

23024 Yupon
Porter, TX 77365
Bus: (281) 354-1934
Home: 2018
Mobile: (281) 435-8004
Bus Fax: (501) 204-4034
E-mail: Wade Contractors, Inc.

Triple M Recreation - Four Rivers, LLC. - Leck, Kris

615 E. Walnut Street
Deming, NM. 88030
Bus: (575) 494-5788
Home: 2018
Mobile: (575) 494-5788
E-mail: kris@lecklandscape.com

t

Triple M Recreation - Hansen & Prezzano Builders LLC

PO Box 359
Peralta, NM 87042
Bus: (505) 865-3900
Home: 2018
Mobile: (505) 228-1130
Bus Fax: (505) 865-3922
E-mail: hansenprezzano@qwestoffice.net

Triple M Recreation - Premier Construction Corporation

899 W. Daniel RD
San Tan Valley, AZ 85143
Bus: (520) 429-5245
Home: 2018
Mobile: (520) 429-5245
Bus Fax: (520) 529-1301
E-mail: alex@premiercorp.us

Triple M Recreation - Progressive Playgrounds, Inc.

12784 N. 3rd St.
Paskes, CO 80134
Bus: (303) 805-8992
Home: 2014
Mobile: (303) 324-7900
Bus Fax: (303) 805-8991
E-mail: mkhickman@msn.com

Triple M Recreation - Triclops Services, LLC

720 Austin Ave. #200
Erie, Co. 80516
Bus: (720) 323-8845
Home: 2017
Mobile: (720) 323-8845
Bus Fax: (303) 833-4460
E-mail: blake@irwin-companies.com

w

WI Playground - Captured Live

12 Narhaniel Chrichlow Drive
Valsayn
Trinida
Bus: (868) 689-9896
Home: 2018
Mobile: (868) 689-9896
E-mail: capturedlivett@gmail.com

Williams, David - C & W Construction

15743 Terramont NE
Minerva, Oh. 44657
Bus: (330) 495-8590
Home: 2017
Mobile: (330) 495-8590
Bus Fax: (330) 821-4505
E-mail: charlie@cpsionline.com

Williams, David - Playground Equipment Services, LLC

8510 Coyhill Lane
Cincinnati, Ohio 45239
Bus: (513) 923-2333
Home: 2017
Mobile: (513) 236-6906
Bus Fax: (513) 923-2444
E-mail: eric@playgroundequipmentservices.com

Williams, David - Walter Schunk Excavating & Trucking, Inc.

P.O. Box 56
Miamitown, OH 45041
Bus: (513) 353-4760
Home: 2017
Mobile: (513) 659-9702
Bus Fax: (513) 738-0684
E-mail: toddschunk@yahoo.com

EXHIBIT D
FREIGHT RATE SCHEDULES

The following Freight Rate Schedules are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

25 - Freight Rates



Hugh McRae Park,
Wilmington, NC

EXHIBIT E
PRODUCT WARRANTIES

The following Product Warranties are an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

GameTime Division
PlayCore Wisconsin, Inc.
150 PlayCore Drive, S.E.
Fort Payne, Alabama 35967
Telephone: 256/845-5610

REQUEST FOR PROPOSAL 269-2017-028

SECTION 20 WARRANTY DIRECTORY

File No.	Provider
24.00	Warranty Directory
20.01	GameTime Playground Equipment
20.02	GTImpax
20.03	GTShade
20.04	BigToys (and EaryWorks-NatureRocks)
20.05	Colorado Time Systems MultiSport Scoreboards
20.06	Colorado Time Systems Timing Systems
20.07	Dero
20.08	Everlast
20.09	GT Grandstands
20.10	Harmony
20.11	NRS
20.12	Power Systems
20.13	Spectrum Aquatics
20.14	The Fountain People
20.15	UltraPlay
20.16	UltraSite - UlraShade - UltraShelter
20.17	Water Odyssey

Note: some warranties cover multiple product offerings

150 PlayCore Drive, SE
Fort Payne, Alabama 35967
Telephone: 256/845-5610
Facsimile: 256/845-9361
Email: service@gametime.com

A PLAYCORE Company

GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® uprights.
- Lifetime limited warranty on all hardware.
- Lifetime limited warranty on GameTime PowerScape Tru-Loc® connections.
- Lifetime limited warranty on PrimeTime and Xscape bolt-through connections.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails and loops.
- Fifteen-Year limited warranty on rotationally molded products.
- Five-Year limited warranty on glass fiber reinforced concrete PlayWorx structures.
- Five-Year limited warranty on glass fiber reinforced polymers Tuff Forms sculptures.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Ten-Year limited warranty on pressure-treated pine and redwood products.
- Ten-Year limited warranty on Advanced, Elite & stationary Base Series posts & bars.
- Ten-Year limited warranty on site furnishings.
- Ten-Year limited warranty on integrated GTShade® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on all other GameTime products.

All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. ***Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.***

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

Effective June 1, 2008

GameTime warrants the GT Impax Engineered Wood Fiber Surfacing installation to the original purchaser for a period of fifteen (15) years from date of installation. This limited warranty applies only to GT Impax Engineered Wood Fiber Surfacing that has been approved for installation.

Performance:

In the event the Materials do not conform or perform as expected, the Limited Warranty shall be limited to replacement of the defective Materials in question, and shall not include installation or consequential damages or refund. This Limited Warranty does not cover normal wear.

Conditions:

This Limited Warranty is conditional upon the Surfacing being properly installed and maintained by the purchaser in accordance with written instructions provided by GameTime.

What Is Covered?

1. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber surfacing system will meet ASTM F1292-04 at the specified critical height (8 ft. for an 8 in. depth of GT Impax Engineered Wood Fiber, 12 ft. for a 12 in. depth) for a period of fifteen (15) years from the date of installation, subject to the conditions and exclusions shown below.

2. GameTime warrants, to the original purchaser, that the GT Impax Engineered Wood Fiber Surfacing will be free from defects upon delivery, subject to the conditions and exclusions shown below.

If the GT Impax Engineered Wood Fiber surfacing is defective within the applicable warranty period, GameTime will, subject to the conditions set forth below, replace defective installation components at no charge within a reasonable period of time. Components used for replacement under this warranty are warranted for the remainder of the original warranty period. The replacement of defective components shall constitute the sole and exclusive remedy in the event of a breach of warranty.

FIFTEEN YEAR
LIMITED (PERFORMANCE) WARRANTY

EXCLUSIONS

Incorrect installation, including insufficient drainage, failure to install all material delivered, failure to maintain the surface depth thereof, failure to use GT Impax wear mats in high use areas (swings, slides etc.), abnormal use, lack of or improper maintenance, acts of vandalism shall void this limited warranty and GT Impax shall have no responsibility with respect to damage resulting there from. In addition, changed impact attenuation characteristics created by sand or other materials tracked into the System are not covered by this Warranty as is acts of God, or any other cause beyond the control of GameTime will not be covered by this limited warranty.

NO REPRESENTATIVE OF THE SELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN.

THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE THAT EXTEND BEYOND THE WARRANTIES CONTAINED IN THIS DOCUMENT. GAMETIME SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES TO THE STRUCTURE OR ITS CONTENTS ARISING UNDER ANY THEORY OF LAW WHATSOEVER.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative:

GT IMPAX RUBBER™
Recycled Shredded Rubber Surfacing

WARRANTY

GT Impax Loose Shredded Rubber Surfacing is manufactured from recycled automobile and truck tires and is guaranteed to meet or exceed the ASTM Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Playground Surfacing Guidelines used by U.S. Consumer Products Safety Commission.

GameTime warrants GT Impax Loose Shredded Rubber Surfacing against total color loss for eight years from the purchase date and in turn warrants the impact attenuation performance of this product for the lifetime of ownership (not to exceed fifty years), subject to the conditions and exclusions listed below.

All product warranties are conditioned upon GT Impax Loose Shredded Rubber Surfacing being properly installed and maintained by the end-user in accordance with the installation and maintenance guidelines available from GameTime.

GameTime's entire liability and the purchaser's sole remedy, in the unlikely event that GT Impax Loose Shredded Rubber Surfacing does not conform to this guarantee, shall be limited to the replacement of defective material and shall not include the removal costs or installation costs or consequential damages or refund.

No other guarantee or warranty is expressed, written or implied except stated herein. Vandalism, physical loss or any abnormal use shall void this warranty, and GameTime shall have no responsibility with respect to damage resulting there from. Additionally, this warranty shall be void if foreign materials that affect impact attenuation are deposited onto or into these products. Under no conditions shall GameTime be liable for any damages whatsoever arising from the use of or inability to use the aforementioned products, even if GameTime has been advised of the possibility of such loss.

Warrantor: GameTime
P.O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of Installation:

Representative:

10 YEAR LIMITED WARRANTY

Playcore Inc. (the "Seller") warrants that the GT Impax Interlocking Tile safety surfacing system will be free from defects in material and workmanship. The Seller further warrants that the GT Impax Interlocking Tile safety surfacing system complies with the requirements of the ASTM F1292 Standard specification for impact attenuation of surface system under playground equipment.

The Warranty Covers

- Surface wear due to ordinary abrasion from pedestrian traffic will not penetrate the wear course of the surface.
- The locking system, installing the tile according to manufacture's specifications, will ensure that the surface will remain secure and functional.
- The product will comply with the requirements of ASTM F1292-04 at the height the manufacture rated the GT Impax Interlocking tile system at the time of purchase.

Duration of Warranty

- This is a 10 year limited warranty, prorated as outlined in the schedule shown below. This warranty maybe transferred with the property.

Terms of Warranty

- Any segment of a GT Impax Interlocking Tile surface that meets the criteria will be repaired or replaced, at the Seller's option and in conjunction with the warranty coverage schedule below.

Warranty Submittal Process

- A warranty claim should be made directly to the Seller. All claim submittals will require the following information. Please provide a description of the claim defect and the date the defect was discovered, a photographic image if image (if applicable) of the claim defect, the date of the original installation, the project name and your name, address and phone numbers. The Seller will provide notification of any additional information and physical evidence that may be required to process your claim.

Warranty Coverage Schedule

- The Seller shall be responsible for the 100% of the cost of the repair or replacement of any product found to be defective or not in compliance with the warranty herein within the first six (6) years following the original shipment of the product. Where any product is found to be defective or not in compliance with the warranty herein more that six (6) years following the original shipment of the product, the Seller shall only be responsible for a portion of the cost of the repair or replacement of such products as follows (and the buyer shall bear and pay the remaining portion of such cost):

Number of years from date of original shipment to date of claim	Percentage of purchase price of product for which Seller is responsible
0-6	**100%**
More than 6, less than 7	**60%**
More than 7, less than 8	**40%**
More than 8, less than 9	**30%**
More than 9, less than 10	**20%**

Warranty Exclusions

This warranty dose not cover:

- Product failure caused by accidents, misuse, natural disaster, vandalism, improper installation or maintenance and the like (see installation, care and maintenance instructions)
- Color change caused by exposure to UV and/or normal abrasion from pedestrian traffic
- Failure due to improper sub-surface preparation
- Resilient flooring may suffer visible damage as a result of extreme high forces (up to2000 pound per square inch).

Common contributors of this type of force include but are not limited to stiletto or high heels, as well as narrow tipped chair supports. GT Impax Interlocking Tile resilient surfacing is not designed to perform under such concentrated high pressure.
Playcore will not accept claims for damage caused by extreme high force.

Additional Consideration

The Seller's liability is limited to the material and transportation cost of the repair or replacement of the product at the Seller's option. The Seller shall be responsible for the installation cost and the cost of other work in connection with the repair and replacement only if such work was performed by Seller in the original installation. Where GT Impax Interlocking Tile are installed only in high traffic areas or installed in combination with other surfacing products not sold by the Seller, such GT Impax Interlocking Tiles are excluded from this warranty.

- In the event of repair, replacement, or refinishing under this warranty, the warranty applicable to the replacement material or to the repaired or refinished product will extend only for the time remaining under the original warranty.
- The Seller reserves the right to discontinue or change any design or color of any product at any time and without notice or liability. If, for any reason, products of the type originally purchased are no longer available at the time a warranty claim is made, Seller may substitute another product determined by Seller to be of comparable quality and price.
- THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARITCULAR PURPOSE.
- Your exclusive remedy for any breach of warranty is as set forth in the warranty. This warranty gives you specific legal rights. You may have other rights which vary from state to state.

GT IMPAX POURED™

Recycled Poured Rubber Surfacing

POURED IN PLACE (PIP) WARRANTY

Playground Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of five (5) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment

GameTime warrants the GT Impax recycled poured rubber surface (referred to as PIP) installed and maintained in accordance to GameTime specifications, under this contract agreement for a period of three (3) years commencing from the date of substantial completion. This limited warranty shall provide for 100% of the cost for necessary repairs caused by the failure of the GT Impax PIP due to workmanship and materials only, and pertains only to the surfacing material agreed to under this contract.

Water Play Equipment Only: If aliphatic binder is not used, poured rubber surfacing (PIP) will carry a maximum one-year (1) warranty.

This limited warranty includes GameTime's obligation to only repair and/or replace any defective materials or workmanship in the surface area or surface areas that have failed during the warranty period. A failed area or failed areas include edge raveling, bubbling, delamination, peeling, and loss of integrity as a result of the GT Impax recycled poured rubber degradation. GameTime is under no obligation or responsibility to repair and/or replace the GT Impax recycled poured rubber "PIP" surface if damaged during the curing process (Unless specified in contract), damage by vandalism (including stains, cuts, burns, gouges, etc.), product misuse, abuse or alteration, improper slab or base or sub-base design or construction, improper drainage, improper or lack of specified required maintenance, any foreign residue that may be deposited on the surface, normal wear and tear (including slight color variations, and color fading), damage from sharp objects (high heels, spikes, etc.), problems caused by moisture, alkali, hydrostatic pressure, cracking, shifting, or lifting of the substrate, or acts of God.

All warranty claims shall be made in writing to GameTime within thirty (30) days after the Owner has knowledge thereof, but in no event later than thirty (30) days after expiration of the warranty period. The written notification from the Owner shall include the following: the date of the first notice of the failure, details of the failure, photos of the failed area and a request for a warranty claim meeting with GameTime at the installation site (if applicable). GameTime shall not be responsible for warranty claims for any notices received from the Owner after thirty (30) days of Owner's first knowledge of the failure.

GTIMPAX POURED™
Recycled Poured Rubber Surfacing

Warranty

GameTime shall determine the validity of all claims after sufficient evidence has been gathered. GameTime shall then replace, repair or make a refund for any claims validated by it. Any refund, credit or allowance provided to the Owner on a warranty claim is exercisable only if said allowance is used to accommodate replacement with a GT Impax recycled poured rubber surface.

Any dispute as to whether and to what extent there is a GT Impax recycled poured rubber surfacing failure and a subsequent valid warranty claim within the meaning of this warranty shall be initially dealt with by joint investigation and discussion between GameTime and owner in order to achieve a mutually agreeable solution. If such a solution cannot be reached within thirty (30) days, then either the Owner of GameTime shall submit the matter to an arbitrator who is a member of the American Arbitration Association and who shall make a determination in accordance with the rules and regulation of said American Arbitration Association. The decision of said arbitrator shall be binding on both parties.

This limited warranty is exclusive of the underlying material (e.g. existing surface, existing or new asphalt, concrete, base, sub-base or sub-grade). If the underlying material fails for any reason whatsoever (including hydrostatic pressure, cracking, shifting, heaving), then GameTime warranty shall be rendered invalid. If the underlying material is concrete, a "curing agent" is NOT allowed, as it will probably cause delamination of the GT Impax recycled poured rubber. Additionally, there is no warranty against surface cracking along expansion joints and underlying cracks, or separating from an adjacent border, curb or walkway. This limited warranty does not include discoloration as a result of ultraviolet rays, unapproved cleaning materials or vandalism. WARNING: Surface temperatures can prove dangerous under warm weather conditions. Shoes and/or socks must be worn during warm weather conditions.

Owner agrees that it will not, under any circumstances, make alterations to the GT Impax recycled poured rubber surface without the written authorization of GameTime. Any unauthorized alteration by the Owner shall result in the immediate termination of all warranties for the GT Impax recycled poured rubber surfacing and shall also give rise to the duty of the Owner to hold harmless, defend and indemnify GameTime from any claim, suit or cause of action, personal injury, death, or property damage arising out of or related to said alteration.

This limited warranty is expressly made in lieu of any other warranties and is exclusive to the original Owner. Owner acknowledges that the limited warranty will be voided if the Owner fails to follow the GameTime Maintenance Guidelines provided by GameTime. Owner agrees that in no event shall GameTime have any liability to Owner for loss of use or loss of profits or any form of consequential damages. NOTE: The following chemicals can cause potential damage to the GT Impax recycled poured rubber and should be avoided: disinfectants, concentrated bleach, gasoline, diesel, hydraulic and lubricating oils, weak acids and organic solvents.

If the contract price is not paid in a timely manner as per the terms and conditions of the agreed contract, the limited warranty is automatically voided. Any damages to the surface during the curing period will be repaired or paid for at the Owner's expense. This limited warranty does not lessen or eliminate any other contractual obligation of Owner to GameTime.

Warrantor: GameTime
P. O. Box 680121, Fort Payne, AL 35968
800-235-2440

Order number:

Name of project:

Customer:

Location:

Date of installation:

Representative: Date

Turf
Product Specification

PART 1 – GENERAL

Work Details:

Provide all labor, materials, equipment, and tools necessary for the complete installation of synthetic grass safety surface. The system shall consist of, but not necessarily be limited to, the following:

Synthetic Grass: consisting of fibers that are nominal 1 3/4 inch long. Turf fiber construction consisting of polyethylene monofilament and texturized polypropylene thatch tufted to a 2-layer stabilized woven polypropylene fabric (primary backing), with a secondary backing (stitch binder) of urethane or Duraflo. (GT Impax Turf ™ synthetic turf or equivalent).

Pad Underlayment System A: consisting of porous closed cell composite materials. Thickness and density of panels shall be sufficient so that system meets the fall height requirements. GT Impax Turf ™ Pad or equivalent.

Pad Underlayment System B: consisting of 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: consisting of anti-microbial acrylic coated round silica particles, designed to provide the look, feel, and performance of optimally maintained natural grass. GT Impax Turf ™ Infill or equivalent.

Quality Assurance and Compliance Details:

Impact Attenuation – ASTM F1292-04: Impact attenuation test results will be provided to the owner or owner's representative. These test results shall be certified and submitted on the letterhead of an independent testing lab. Impact attenuation test results shall meet or exceed Consumer Product Safety Commission Guidelines for impact attenuation (G-max and Head Injury Criteria (HIC).

Accessibility of Surface Systems – ASTM F1951-08: All Playground surfacing products must pass testing to ensure wheelchair access under and around playground equipment as required by the American Disabilities Act.

Flammability of Finished Floor cover – ASTM D2859: Product shall meet requirements of ASTM D2859.

IPEMA Certification: Manufacturer must provide proof of certification. "In the interest of public playground safety, IPEMA provides an independent laboratory which validates a manufacturer's certification of conformance to ASTM F1292-04. A list of current validated products, their thickness and critical heights may be viewed at www.ipema.org."

PART 1 – GENERAL (Continued)

Submittal Details:

General: Submit listed submittals in accordance with Conditions of the Contract and Submittal Procedures Section.

Product Data: Submit manufacturer's product data and installation instructions.

Verification Samples: Submit manufacturer's standard verification samples of 6" x 9" (153 mm x 229 mm) minimum.

Quality Assurance/Control Submittals: Submit the following:
Certificate of qualifications of the playground surfacing installer.

Closeout Submittals: Submit the following:
Warranty documents specified herein.

PART 2 – MATERIAL DATA:

Synthetic Grass: 1 ¾ inch GT Impax Turf ™ from Gametime or approved equal

Face Weight:
- GT Impax Turf ™ 50 oz/sy
- GT Impax Turf ™ Elite 80 oz/sy

Face Yarn Type: Polyethylene
Yarn Size: 4200/9000
Pile Height:
- GT Impax Turf ™ 1 3/4 inches
- GT Impax Turf ™ Elite 1 3/4 inches

Color: Blend
Construction: Broadloom tufted
Stitch Rate: 8 per 3 inches
Tufting Gauge: 1/4"
Primary Backing: Stabilized woven Polypropylene (double thickness)
Secondary Backing: 20 oz. Urethane or DuraFlo
Total Product Weight:
- GT Impax Turf ™ 69.7 oz/sy
- GT Impax Turf™ 99.7oz/sy

Finished Roll Width" 15 feet

PART 2 – MATERIAL DATA (Continued):

Pad Underlayment System A: GT Impax Turf ™ Pad Standard recycled, non contaminated, Post industrial cross-link, closed cell Polyethylene – polyolefin foam pad from Gametime Pad Underlayment System:

Foam Type: Polyethylene – polyolefin
Bulk Density: 4.0-6.0 lb/cu ft
Effective Size: 24 sq ft (net coverage)
Tensile Strength: 80 - 120 psi

Pad Underlayment System B: 50% recycled tire buffings / 50% recycled ¼" – ½" (inch) chunk rubber mixed with a urethane binder (min. 10%).

Synthetic Grass Infill: GT Impax Turf ™ infill from Gametime or approved equal Coating: Priority acrylic, iron oxide and chromium oxide

Grain shape: 7.0 Mohs
Curvature: .65
Specific Gravity: 2.65 g/cm3
Bulk Density: 92-95 lb/cu ft
Uniform coefficient: 1.00 to 1.40
Effective Size: .90 - .95 mm
Blend rate: 3 to 4 lb per square foot.

Splicing Material: 1000 denier coated nylon (Cordura®) 12" wide minimum.
Adhesive: Synthetic Turf Adhesive

PART 3 – SUB-BASE TYPES AND DETAILS

Sub-base Requirements - The base shall have the specific minimum slope (2%) and shall vary no more than 1/8" when measured in any direction with a 10' straight edge.

Stone – The density requirement is 90% to 95% compaction with final condition of stone as level and stable so as not to shift when traveled on or during surface installation process. A compaction test is required and must be submitted to GameTime prior to installation of turf surfacing. Failure to provide proof of compaction test will void 5-year warranty of turf surfacing should signs of sub-base failure occurs.

PART 3 – SUB-BASE TYPES AND DETAILS (Continued)

Depth:	4 inch minimum thickness.
Slope:	Stone elevation shall maintain ¼" per foot toward low end.
Porosity:	Base course shall maintain porosity for direct drainage.
Enclosure:	Stone base course must be surrounded by a retaining curb.
Drainage:	Subsurface drainage is recommended under and around a stone base. Perforated pipe or similar system is acceptable.
Tolerances:	¼" in any 10-foot direction and 1/8" in any 3-foot direction.
Stone Selection:	It is critical that different size stones are used so that the base shall be uniformly mixed. The material shall be wetted during mixing operations if necessary for proper blending.

Stone Graduation	U.S. Sieve	Percent Passing
	1"	100
	3/4"	90 - 100
	No. 4	35 - 60
	No. 30	10 - 30
	No. 200	2 - 9

Concrete or Asphalt – Concrete should be finished with a medium broom finish. All new concrete slabs must cure for a minimum of seven (7) days prior to installation. Asphalt cure time requires fourteen (14) days. Once the new asphalt has cured, it must be pressured washed prior to the surfacing being installed. The concrete contractor shall be responsible for flooding the pad to insure proper slope and tolerance. Any areas holding enough water to cover a flat nickel shall be patched prior to arrival of turf installation crews.

Depth:	4 inch minimum thickness.
Slope:	Concrete or asphalt shall maintain ¼" per foot.
Tolerance:	Concrete must maintain a tolerance of 1/8" in 10 ft. to avoid low areas that will hold water under the turf.

PART 4 – SITE PREPARATION AND REQUIREMENTS

Drainage – Having proper drainage at the low end of the concrete slab is of utmost importance. Any brick walls or curbs at the low end of the slab shall have drainage access through weep holes. Concrete curbing weep holes should be level with finish grade of sub-base or a minimum of 1/8" below top of concrete slab, as GT IMPAX turf surfacing is porous and water drains immediately through it. Weep holes shall be 2" high and 3" wide and shall be installed every three (3) feet. If weep holes are smaller than the recommended size, they shall be installed every 18". Floor drains shall be located outside the high impact areas, as the drains may not be covered with GT IMPAX turf surfacing. Recommended locations for drains are under play unit or against low-end wall or curb.

Security & Waste Disposal – Surface installation crew shall be responsible for the protection of surface during the installation process while on site only. Owner or general contractor shall be responsible for the protection of the surface during the curing period upon completion of the installation and overnight during the installation. Owner or general contractor shall be responsible for having a dumpster on site for all waste and debris. Failure to provide security and a dumpster will result in additional cost.

Utilities & Access – Power and water must be available within 300 feet of installation. Site will require tractor-trailer access. In a case where tractor-trailer access is not possible, owner or general contractor shall be responsible for transporting materials from delivering carrier to the installation site.

PART 5 – INSTALLATION

General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

Synthetic Grass: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

Infill: Apply layers of synthetic grass infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in GT Impax Turf ™ infill approximately 3 to 4 pounds per square foot.
**(infill is only required on the 60 oz. Dura Series. 80 oz Ultra Series does require limited to no infill. Manufacturer always recommends at least a pound of infill per sq foot)*

Anchoring/Edging: Edges of turf will be secured to ground with mechanical fasteners, stakes or edging.

PART 6 – WARRANTY

Gametime offers a 5 year limited product warranty on GT Impax Turf from the date of purchase. The product shall be free from defects in material and workmanship resulting in color loss.

Supplier's warranty excludes: any Product defect, damage or failure that is the direct result of Product abuse, misuse or negligent maintenance; and Product damage caused directly or indirectly by acts of third parties, including, without limitation, negligence of owner/operator, vandalism, machinery, animals, flood, chemical reaction, improper sub-surface preparation and/or installation, improper cleaning methods, and acts of God.

Ask your GameTime representative for a copy of our full GT Impax turf warranty details.

PART 7 – MAINTENANCE

Ask your GameTime representative for a copy of our full GT Impax turf maintenance details.



Warranty

GameTime provides a ten-year limited warranty on all fabric canopies against tears, runs, cracking and mildew.

GameTime provides a ten-year limited warranty on all fabric colors against fading except for red, which carries a three-year warranty.

GameTime provides a 90 MPH (miles per hour) limited warranty on the fabric canopy against wind. The fabric canopy is to be removed if winds are expected to exceed 90 miles per hour.

GameTime provides a 10 to 20 pound per square foot limited warranty on the fabric canopy against snow and ice. The fabric is to be removed during Winter months when snow and ice is expected.

GameTime provides a ten-year limited warranty on all metal upright posts and support structure framing against failure due to structural integrity.

GameTime provides a one-year limited warranty against rusting and workmanship of painted surfaces.

GameTime provides a 90, 110 or 140 MPH (miles per hour) limited warranty on all metal upright posts and support structure framing. These calculations are with fabric canopy installed. Removing the fabric canopy will assist the metal structure to withstand higher winds by 10 to 20 MPH (miles per hour).

Above warranties are valid from the date of shipment.

All GameTime warranties will be void if damage to or failure to the shade fabric is caused by contact with chemicals, misuse, vandalism, any act of God, including but not limited to, ice, snow or wind in excess of the applicable building code parameters.

All GameTime warranties are invalid if the fabric is installed on structures other than GTShade, if changes or field modifications are made without written authorization from GameTime or if the product isn't installed or maintained in strict compliance with the manufacturer's specifications.

GameTime warranties do not cover the cost of removals, replacements or repairs.

All warranty claims must be filed in writing within the warranty period.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

GameTime
Customer Service
P. O. Box 680121
Fort Payne, AL 35968

Or Contact Your Local Representative at:
USA 1-800-235-2440
International 01-256-845-5610

Within 60 days of notice of claim under warranty, GameTime will make arrangements to replace the damaged product. GameTime will cover freight costs within the Continental United States. GameTime is not responsible for freight cost associated with products located outside the Continental United States. GameTime reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific rights in your state.

GameTime
P. O. Box 680121
Fort Payne, AL 35968
Fax: 256-997-9653
Email: service@gametime.com
See GameTime on the web at www.gametime.com

A PLAYCORE COMPANY GameTime
Enriching Childhood Through Play.

LIMITED WARRANTY ON BIGTOYS

BigToys provides a lifetime limited warranty on BigToys: a fifty-year limited warranty on recycled plastic lumber including solid recycled plastic decking, enclosure and roof components; a fifteen-year limited warranty on pipes, rails, loops, and rungs; a lifetime limited warranty on metal upright posts; and a one-year limited warranty on powder coated parts. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. Lifetime warranty covers the life of the product as defined below and cover the product under normal use, proper maintenance and at original installation location; see exclusions.

LIFETIME LIMITED WARRANTY ON HARDWARE

BigToys provides a lifetime warranty against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware again rust; and a one-year limited warranty on hardware against rust; see exclusions. All testing of BigToys hardware is performed under the guidelines of ASTM B117. The lifetime warranty refers to life of the product as defined below and covers the product under normal use and proper maintenance. The cost of the replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

LIMITED WARRANTY ON INTEGRATED SHADE PRODUCTS

BigToys provides a ten-year limited warranty on fabric canopies against tears, runs, cracking, mildew and color fading except for red, which has a three-year color warranty. Canopies have a limited warranty against structural failure due to wind of up to 90 miles per hour (mph) and structural failure due to snow and ice loading exceeding five pounds per square foot. Fabric canopies are to be removed if winds are expected to exceed 90 mph or when snow or ice is expected. Fabric warranty does not cover damage resulting from chemical contact.
All metal upright posts and support structure framing have a ten-year limited warranty against becoming structurally unfit for the intended and a one-year limited warranty against rusting and **workmanship of painted surfaces. Warranty is limited to winds of up to 90 mph when fabric canopies are installed (wind resistance improves 10 to 20 mph without canopies).**

FIFTEEN-YEAR LIMITED WARRANTY ON ROTOMOLDED PRODUCTS

BigToys provides a fifteen-year limited warranty on rotomolded products and ten-year limited warranty on polyethylene handholds for structural integrity against damage due to breaking or splitting under normal use that causes the product to become structurally unfit for its intended use; see exclusions. In the event of a claim under this warranty, BigToys will replace the rotomolded product at no cost to the customer.

LIMITED WARRANTY ON CONDITIONED WOOD

BigToys provides a fifteen-year limited warranty on conditioned wood components including decks, enclosures and roofs and on conditioned wood uprights utilizing metal footings; and an eight year limited warranty on conditioned uprights without metal footings against structural failure due to deterioration from fungi or insects that render the product to become unfit for its intended use; see exclusions.

LIMITED WARRANTY ON NET CLIMBERS AND COMPONENTS

BigToys provides a five-year limited warranty on nylon-covered cable net climbers and components against structural failure caused by cable breakage; a five-year limited warranty on nylon-covered cable wear and deterioration resulting from defects in material and workmanship; and a one-year limited warranty on nylon rope products. These warranties cover damage due to failure that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON SITE FURNISHINGS

BigToys provides a ten-year limited warranty on site furnishings against structural failure and a one-year limited warranty on powder coating. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for the intended use; see exclusions.

LIMITED WARRANTY ON FIBERGLASS SIGNAGE AND HDPE PANELS

BigToys provides a ten-year limited warranty on fiberglass sign panels against delaminating or fading and a five-year warranty on high density polyethylene (HDPE) panels against degradation and discoloration.

FIVE-YEAR LIMITED WARRANTY ON BELT AND INFANT SWING SEATS

BigToys provides a five-year limited warranty on belt and infant swing seats against structural failure that causes the seats to become unfit for its intended use; see exclusions.

FIVE-YEAR LIMITED WARRANTY ON FREENOTES INSTRUMENTS AND POSTS

Freenotes Harmony Parks instruments and posts carry a five-year limited warranty against failures in manufacturing or materials.

TWO-YEAR LIMITED WARRANTY ON MOVEABLE PARTS

BigToys provides a two-year limited warranty on moveable plastic and metal with respect to failure due to material or production defects.

ONE-YEAR LIMITED WARRANTY ON ALL OTHER BIGTOYS PRODUCTS

Products included in the BigToys catalog that are manufactured by other PlayCore companies, including but not limited to UltraSite, UltraPlay, UltraShade and UltraShelter, will maintain the warranty of each respective brand.

For the purpose of this warranty, lifetime encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defect in material and manufacturing workmanship.

The warranty is not effective if products have not been installed properly according to the instructions provided by BigToys, or maintained correctly according to the BigToys Maintenance Manual.

BigToys excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.

The warranty does not cover normal wear and tear, surface corrosion on metal parts, discolored surfaces and other cosmetic issues or failures due to misuse or vandalism.

To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you. No Sales Representative can modify or amend the terms of this warranty.

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

BigToys
Customer Service
P.O. Box 680121
Fort Payne, AL 35968

Or Contact you local Representative at
USA 1-866-814-8697

Within 60 days of notice of claim under warranty, BigToys will make arrangements to replace the damaged product. BigToys will cover freight costs within the continental United States. BigToys is not responsible for freight costs associated with products located outside the continental United States. BigToys reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

See BigToys on the web at www.bigtoys.com

ISO 9001 CERTIFIED

ISO 14001:2004 CERTIFIED

IPEMA MEMBER
INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION

MULTISPORT SCOREBOARD & CONTROLLER
WARRANTY AND LIMITATION OF LIABILITY

This Warranty and Limitation of Liability (the "Warranty") sets forth the warranty provided by Colorado Time Systems (Seller) with respect to Multisport Equipment. By accepting delivery of the Equipment, Purchaser agrees to be bound by and accept these terms and conditions. All defined terms within the Warranty shall have the same meaning and definition as provided in the Agreement.

1. Scoreboard Warranty Coverage
    a. Seller warrants that models: BB-xxxx, BK-xxxx, CM-xxxx, FB-xxxx, CLK-xxxx, CR-xxxx, HK-xxxx, LX-xxxx, and SC-xxxx series of scoreboards will be free from defects in materials and workmanship for a period of five (5) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the scoreboard, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.
    c. Defects shall be defined as follows. With regard to the Scoreboards (excepting LEDs), a "Defect" shall refer to a material variance from the design specifications that prohibit the Scoreboard from operating for its intended use. With respect to LEDs, "Defects" are defined as LED pixels that cease to emit light. The limited warranty provided does not impose any duty or liability upon Seller for partial LED pixel degradation. Nor does the limited warranty provide for the replacement or installation of communication methods including but not limited to: wire, fiber optic cable, conduit, or trenching for the purpose of overcoming local site interference radio equipment substitutions.
2. Controller Warranty Coverage
    a. Seller warrants that wireless controller models: WHC-1 and WTTC-1 will be free from defects in materials and workmanship for two (2) years (the "Warranty Period"). The warranty period shall commence as soon as the Purchaser, customer or any other party occupies or operates the controller, or 3 months after shipment.
    b. Seller's sole responsibility for any breach of the foregoing warranty shall be to repair or replace equipment or parts not forming to the aforesaid warranty at Seller's option either on-site or upon return thereof to Seller. Return transportation charges shall be pre-paid by Purchaser. Returned products must be properly packaged. Upon repair, Seller will pay return shipping costs for ground transportation only. Overnight, express, or other special shipping costs will be paid by Purchaser.

3. Conditions and Limitations

a. This warranty covers equipment provided under agreement by Seller only. Seller reserves the right to use new or equivalent to new parts in the service of its products. This warranty does not apply to independent third party installation or service labor. It does not provide routine or emergency maintenance services. It does not apply to normal LED degradation, or replacement of batteries.
b. Said warranty shall not apply to resulting damage in any of the following cases:
    i. Neglect, abuse or damage caused by user including failure to operate and maintain according to end-user documentation furnished with the product.
    ii. Improper storage, installation, maintenance or servicing of the equipment by anyone other than Seller or an Authorized Seller's representative.
    iii. Improper environmental control (storage and/or use) of electronic equipment.
    iv. Power surges, water damage, lightning or other "acts of nature."
    v. Vandalism or acts of terrorism or war.
    vi. Excessive application of electrical power or improper power connection.
    vii. Removal of warning labels and protection devices.
    viii. Installing non-factory replacement parts.
    ix. Use of high-pressure washers or exposure to concentrated detergents or other chemical agents or solvents.
c. Disclaimer
    i. Said warranty is in lieu of all other warranties of Seller, express or implied, and except to the extent herein provided, Seller does not make any warranty whatsoever to Purchase including, without limitation, any warranty of merchantability or fitness for any particular use or purpose. Seller's entire liability and Purchaser's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited to actual damages up to the purchase price of the Equipment. The foregoing limitation of liability will not apply to claims by Purchaser for bodily injury or damage to real property or tangible personal property for which Seller is legally liable. In no event shall Seller be liable for any special, punitive, or consequential damages or lost profits even if Seller has been advised of the possibility of such damages. Seller will not be liable for any claim by Purchaser based on any third party claim.

Equipment Warranty

Colorado Time Systems warrants the following products against any defects in materials and workmanship affecting electronic and mechanical performance for two years from the date of purchase: Timing Consoles, Start Systems, Touchpads, Relay Judging Platform, Shot Clocks, Pace Clocks, LED and Light Reflective Scoreboards, and Matrix Displays. Colorado Time Systems warrants Titanium Deckplates against any defects in materials and workmanship for five years from the date of purchase.

All other components associated with the above equipment including cable harness, deckplates (excluding Titanium Deckplates), wallplates, push buttons, test meters, microphones, speakers, data cable, etc. will have a one-year limited warranty. Dolphin Wireless Stopwatch Systems are also warranted for one year; not including the batteries. Any computer equipment associated with the above products has a six-month limited warranty.

Colorado Time Systems' products, when properly installed, are warranted not to fail due to defects in materials and workmanship. This warranty is limited to the original purchaser of the product and is not transferable.

Colorado Time Systems will, at its option, repair or replace the defective product at no additional charge except as set forth below. Repaired components, parts, and replacement products will be furnished on an exchange basis and will be either reconditioned or new. All replaced parts and products become the property of Colorado Time Systems. This limited warranty does not include service to repair damage to the product due to the modification of the product, misuse, abuse, neglect, negligence, vandalism, accident, or abnormal conditions including: war, flood, accident, lightning or other acts of God or damage caused by occurrences over which Colorado Time Systems has no control.

Limited Warranty service may be obtained by delivering the product or component part to Colorado Time Systems. You agree to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to the service location, and to use the original shipping container or equivalent. Repaired products will be returned to you by surface delivery at Colorado Time Systems' expense or by air freight at the buyer's expense. On-site service calls are available for a fee.

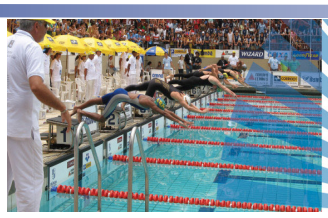
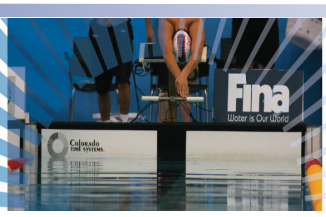
All expressed and implied warranties for these products including the warranties of merchantability and fitness for a particular purpose are limited in duration to a period of two years (or one year, as applicable), from the date of purchase and no warranties, whether expressed or implied, will apply after this period. Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

If the product is not in good working order as warranted above, your sole remedy shall be repair or replacement as provided above. In no such event will Colorado Time Systems be liable to you for any damages, including lost profits, lost savings, or other incidental or consequential damages arising out of the inability to use the product, even if Colorado Time Systems has been advised of the possibility of such damages or for any claim by any other party.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which may vary from state to state.

Rev 02/16

Colorado TIME SYSTEMS
A PLAYCORE Company



Colorado Time Systems | 1551 E 11th St. | Loveland, CO 80537 | USA | +1(970)667-1000 | +1(970)667-5876 (fax) | www.coloradotime.com | (800)279-0111

WARRANTY

Dero will warrant its products against defects in workmanship and materials for a period of (12) months from the date of delivery for all products consisting of TGIC powder coat, Thermoplastic powder coat, stainless steel finishes, and for a period of two years on products consisting of galvanized or Thermoplastic/PVC rubber dip over galvanized finishes. Under this warranty, Dero's liability is limited to repair or replacement, at Dero's option, of products found in Dero's reasonable judgment to have been defective in workmanship or materials.

This warranty does not cover failure due to negligence, abuse, vandalism, accidents, lack of maintenance, or improper installation; nor does it cover defects or failure due to products tampered with, altered, modified or repaired by anyone not approved by Dero.

The air pump for the Dero Air Kit 1 is warranted for above freezing temperatures. The air pump is not warranted in below freezing temperatures and it is strongly recommended that air pumps are removed and stored indoors during periods of below freezing temperatures. There is a six month warranty period for the pump, parts and gaskets. Acts of God, improper use or vandalism are not covered by this warranty

The Dero Air Kit 2 and Air Kit 3 are warranted for temperatures ranging from -30 – 110 degrees. There is a one year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pumphead. Acts of God, improper use or vandalism are not covered by this warranty

Dero will assume transportation charges for return of the defective product if returned by the buyer in accordance with written instructions from Dero. Dero will not be responsible for providing the cost of labor for removal or installation of the defective product or any replacement. In no event shall Dero be liable for special, inherent or consequential damages, including, without limitation, loss of use or profits.
Proof of sale from Dero or from an approved dealer is required. The foregoing warranty is exclusive and is given and accepted in lieu of any and all other warranties, expressed or implied, including, without limitation, the implied warranties of merchantability and fitness. The remedies of buyer for any breach of warranty shall be limited to those provided herein. No agreement varying or extending the foregoing warranty will be binding upon Dero unless it is in writing and signed by a duly authorized officer of Dero.
Any questions regarding this warranty should be directed to:

Dero
504 Malcolm Ave SE
Suite 100
Minneapolis, MN 55414
Toll free 888-337-6729
www.dero.com

LIMITED WARRANTY

Everlast Climbing Industries, Inc. ("ECI") warrants to the original purchaser that products from ECI will be free from defects in materials and workmanship for a period of one full year from the date of purchase, normal wear and tear excepted. Should the products purchased directly from ECI, or authorized partners, fail to conform to this warranty during this one year warranty period, ECI will, at its option, repair or replace the faulty unit(s) at no additional charge. This limited warranty does not include service to repair damage to the products purchased from ECI, or authorized partners, resulting from a cause other than defect or malfunction, including neglect, accident, unreasonable use or servicing or modification by anyone other than ECI.

EXCEPT AS SET FORTH ABOVE, ALL PRODUCTS PURCHASED FROM ECI ARE SOLD "AS IS." ECI MAKES NO WARRANTIES EXPRESS OR IMPLIED HEREUNDER AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Warranty service may be obtained by contacting ECI in writing at the address shown below within one year of original purchase and providing proof of purchase date. You, the original purchaser, agree to pay the cost for ECI to ascertain that damages have occurred. For further information, contact:

Everlast Climbing Industries, Inc.,
1335 Mendota Heights Road, Mendota Heights, MN 55120
Phone: (651) 665-9131 Toll Free: (800) 476-7366

All warranties on the products purchased from ECI are limited to one year from the date of purchase.

Failure to install and maintain products according to ECI's Installation and/or Maintenance Instructions will void this warranty. Any modifications or changes to the product's panels, wall products or hand holds, without ECI's express written approval, will void this warranty.

If the product does not conform with the warranties given as stated above, your remedy is to have the unit repaired or replaced as provided above. In no event will ECI be liable for any loss or damage, including damages of any kind arising out of the use of or inability to use this product, for incidental or consequential damages, or for any claim by anyone other than you, the original purchaser.

Some states do not allow limitations on warranties and do not allow the exclusion or limitation of incidental or consequential damages, so any such limitation or exclusion may not apply to you. This warranty gives you specific legal rights which may vary from state to state.

Purchasing Entity: _____

Purchase Date: _____

* Keep this document for your records and proof of warranty.

GT GRANDSTANDS™

A PLAYCORE Company

NR - SERIES – ALUMINUM ANGLE FRAME

MANUFACTURER: GT Grandstands, Inc., 2810 Sydney Road, Plant City, FL 33566, Ph (866) 550-5511, Fax (813) 305-1419

DESIGN: The bleachers shall be designed to support, in addition to their own weight, a uniformly distributed live load of not less than 100 psf of gross horizontal projection of the bleachers. All seat and foot plank members shall be designed to accommodate 200 plf across a 6' span with a maximum deflection of 9/16". The bleachers shall be designed to resist, with or without a live load, a horizontal wind load of 30 psf of gross vertical projection. In addition to the live load, the bleachers shall be designed to resist the following sway forces: (1) 24 plf of seat plank in a direction parallel to the length of the seat, and (2) 10 plf of seat plank in a direction perpendicular to the length of the seat. Under these loads, stresses in aluminum members and connections shall not exceed those specified for Building Type Structures by the Aluminum Association.

CONSTRUCTION: The understructure, including crossbracing, shall be of a welded, aluminum angle (6061-T6 alloy, mill finish) construction. The understructure of each unit shall consist of frames spaced at 6' centers joined by crossbracing at adequate points to comply with the design loads.

FRAME MEMBER SIZES:

Seat Posts:	3" x 2"x 3/16" min. (Row 2) 1 3/4" x 1 3/4" x 3/16" min. (All other rows)
Foot Brackets:	2" x 2" x 3/16" min.
Crossbracing:	1 1/2" x 1 1/2" x 3/16" min.
Bottom Runners:	2" x 2" x 3/16" min.

DIMENSIONS: The rise per row shall be 7", seat height 16" above respective tread, and tread depth per row of 24". Overall depth of unit is 2' 9-5/8". Clear width of unit is 15'. Top row seat height is 1'-11".

SEAT PLANKS: Seat planks shall be 2"x10" nominal, extruded 6063-T6 aluminum alloy with a clear anodized finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

TREAD PLANKS: Tread planks shall be of one 2"x10" nominal, extruded 6063-T6 aluminum alloy with a mill finish and end cap. (Finished size shall be 1 3/4" x 9 5/8", .075" wall with two internal legs.).

ALUMINUM PLANK HARDWARE: Tie-down assemblies consisting of a four-way adjustable aluminum clip, with galvanized bolt with nut and washer shall be provided for each connection point at each support.

WARRANTY: GT Grandstands warrants to the Buyer that its bleachers shall be free from defects in material and workmanship under normal use for a period of five (5) years provided they are installed per GT Grandstands installation instructions and that component parts supplied by GT Grandstands are used. GT Grandstands' obligation under this warranty shall be limited to repair and exchange of any such item, which may prove defective under normal use (vandalism and premeditated damage excluded) during such period. GT Grandstands will release the warranty documents to the buyer only after the Buyer has paid GT Grandstands in full the final contracted amount.

Freenotes Harmony Park Warranty

Our Outdoor Musical Instruments are designed for durability and playability. We are confident that they will withstand all types of normal weather conditions and normal frequent play. They will never need re-tuning and can be enjoyed by all, any age or ability.

All Freenotes Harmony Park ("FHP") instruments will be built to our documented procedures and with the highest quality. Our warranty provides that our products will be free of defects in manufacturing and material.

Warranty begins on date of shipment. If any failures in manufacturing or materials occur within the applicable warranty period, FHP will provide replacement parts or products as determined by FHP within 30 days after written notification.

All FHP products carry a 5-year limited warranty on all standard/stock instruments and posts. All custom instruments and posts carry a 90 day warranty.

This warranty is valid for purchases on or after January 1, 2016.

This warranty is valid only if the mounting/assembly and ground/foundation works are carried out as described in the Installation Instructions of your FHP products and maintained according to the maintenance instructions provided by FHP. For all warranty issues it is the responsibility of the customer to cover all shipping costs, when necessary, for warranty items. FHP will not be responsible for providing labor or labor costs for the replacement of products or parts.

All replacement parts or products will be covered for the duration of the original warranty.

All products must be inspected immediately upon arrival. It is your responsibility to note any shipping damage on all copies of shipping paperwork. You must report any damage within 48 hours to Freenotes Harmony Park or to your FHP distributor. Damage not reported within this time frame cannot be covered under warranty.

FHP cannot warrant against:

Theft, vandalism, misuse, negligence or accident.
Scratches on paint, aluminum, or any finishes.
Cosmetic issues or wear and tear from normal use.





5-YEAR WARRANTY

Aluminum planks covered against blistering, cracking, peeling or flaking due to weather, temperature changes, continued exposure to rain, snow or U.V. rays from the sun.

1 Year Warranty - failure of structural strength of any framework component.
For full warranty information visit: ***bleachers.net***







NRS™
National Recreation Systems
A PLAYCORE Company

5120 Investment Drive, Fort Wayne, IN 46808

Toll Free **(888)-568-9064**
Fax **(260)-482-7449**

E-mail: sales@bleachers.net
Online: **www.bleachers.net**

Limited Warranty Information:

The product I purchased is not what I expected. Can I return the product?

You may return items within 30 days of receipt for a refund. All products are warranted free of manufacturer defects for 90 days from invoice date. No other warranty, written, or implied, exists unless noted on the website or in the catalog.

To return a product, please call our customer service department 800.321.6975 to receive a return merchandise authorization number. You must have pre-authorization prior to returning a product.
Due to manufacturing changes and raw material costs, some product characteristics may vary slightly and prices may be affected.

Warranties

Power Systems (PS), LLC issues limited warranties on some of our products. We do list 3 and 5 years on some products – this does not cover normal wear and tear. This limited warranty states that the goods shall be free from defects in material and workmanship.

This warranty shall not apply in the event of defects caused by: (I.) Physical abuse of the goods or any component or acts of vandalism by any persons. (II.) Alterations, modifications made to our products will void the warranty. (III.) This warranty does not extend to normal wear and tear of a product.

SPECTRUM AQUATICS® WARRANTY

- TWO-YEAR LIMITED WARRANTY ON AQUATIC LIFTS
- THREE-YEAR LIMITED WARRANTY ON STAINLESS STEEL DECK EQUIPMENT & AQUATIC LIFT FRAME*

What is covered by this warranty? Spectrum Aquatics® warrants all products it manufactures to be free from defects in materials and factory workmanship to the original buyer. This warranty is contingent upon the proper installation, use, care and operation of the equipment for its intended purpose, and does not cover equipment that has been modified or has been subjected to abusive physical or environmental stresses. Spectrum Aquatics® agrees to repair or replace, at its sole discretion, any product that fails to perform as specified within the specified warranty period, unless otherwise noted. Warranty on pool lifts and lift components will be valid from the date of installation, which is verified by sending in the warranty card. In cases where the warranty card is not returned to Spectrum Aquatics, the beginning date for the warranty period will be the date that the pool lift was shipped from Spectrum

This warranty relates only to defects in materials and workmanship and does not include damage or failure resulting from other causes, including, but not limited to, acts of God, misuse or abuse, accident or negligence, fire, improper installation or ice damage. This warranty does not apply to fading of materials or to any corrosion of any metallic parts. Damage induced by the improper use of chemicals is not covered by this warranty. In the event that products are altered or repaired by anyone without the prior written approval of Spectrum Aquatics®, all warranties are voided.

What will Spectrum do related to the product covered by this warranty? Spectrum shall provide, F.O.B. the factory, new or reconditioned replacement product or parts (Spectrum's option). This warranty does not cover labor to remove or install equipment and parts.

What is not covered by this warranty? Damage or loss in transit as indicated by bill of lading, normal wear and tear, chemical damage, discoloration, misuse and damage or loss caused by neglect, abuse, vandalism, modification, improper installation, lack of proper maintenance (such as keeping products clean, lubricating battery contacts on lifts, etc.) or physical damage are not included in this warranty. See owner's manual for recommendations related to the use and care of the product.

Powder Coated Products: This warranty does not cover chipping, flaking, scratches or any other surface defect due to abuse, mishandling of product, or lack of maintenance and care. Due to the corrosive environments, this warranty does not cover surfaces damaged during handling or installation. Although powder coating on product is designed for long-term use, keeping products outside in the elements, inside a highly humid environment, excessive washing (including power washing) or improper maintenance may result in premature corrosion.

Parts: Components of products provided by other manufacturers are subject to the original equipment manufacturers (OEM) warranty. Examples include but not limited to batteries, actuators, control systems, valves, pumps, etc.

IMPORTANT: TO ENSURE SAFE OPERATION, USERS MUST COMPLY WITH THE PUBLISHED WEIGHT LIMITS ON SEVERAL PRODUCTS SUCH AS SLIDES, LIFTS, CHAIRS, STARTING PLATFORMS, STANDS AND LADDERS. REFER TO PRODUCT LITERATURE AND MANUALS FOR THESE LIMITATIONS.

To make a warranty claim, contact:

Spectrum Aquatics®
7100 Spectrum Lane
Missoula, MT 59808
info@spectrumproducts.com

Your Rights Under State Law: This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Spectrum Aquatics® disclaims all liability for damage during transportation, for incidental, special or consequential damage of whatever nature, for damage due to handling, installation, or improper operation, or for damage caused by circumstances beyond Spectrum Products™' control; in no event shall recovery of any kind against Spectrum Products™ be greater in amount than the purchase price of the equipment sold by Spectrum Aquatics® that caused alleged damage. Spectrum Aquatics® makes no warranties either expressed or implied, including any warranty of merchantability or fitness for particular purpose, other than these stated. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long on implied warranty lasts, so the above exclusions may not apply to you. No representative has authority to change or modify this warranty in any respect.

UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase:_____

Purchaser:_____

UltraPlay Invoice Number:_____

_____
Authorized UltraPlay Signature

_____
Title

Visit UltraPlay on the web at www.ultraplay.com & www.uplaytoday.com

IPEMA™ INTERNATIONAL PLAY EQUIPMENT MANUFACTURERS ASSOCIATION MEMBER

WARRANTY

UltraSite provides a limited warranty on site furnishing products. These warranties cover damage due to failure or corrosion of metal parts that cause the product to become structurally unfit for its intended use. The warranty covers the life of the product as defined below, and covers the product under normal use with proper maintenance, and at original installation location. See exclusions* (page 5).

THERMOPLASTIC COATED PRODUCTS

UltraSite provides a 5-year Limited Warranty on Thermoplastic coated site amenities. UltraSite guarantees all items for one full year to be free of defects in workmanship or materials when installed and maintained properly. We agree to repair or replace any items determined to be defective. Items specifically not covered by this warranty include vandalism, man-made or natural disasters, lack of maintenance, normal weathering, or wear and tear due to public abuse.

Items damaged or lost in transit are the responsibility of the carrier, whether visible or concealed. It is the responsibility of the recipient to assure that the order is received complete. Before signing the delivery receipt, inspect the shipment immediately and completely. Note any damages or shortages on the bill of lading. Damage reports must be filed within 5 days. UltraSite is not responsible for damages or loss in transit. Title to all goods passes to the customer at the time of shipment. UltraSite will assist in filing claims if the freight arrangements were made by UltraSite at your request.

HARDWARE

UltraSite provides a lifetime limited warranty on hardware against structural failure due to breaking or shearing which causes the product to become structurally unfit for its intended use; a lifetime warranty on stainless steel hardware against rust; and a one-year limited warranty on hardware against rust. See exclusions. The lifetime warranty refers to the life of the product as defined below and covers the product under normal use and proper maintenance. The cost of replacement due to scratching or cutting of certain hardware plating is not included in this warranty.

RECYCLED PLASTIC LUMBER PRODUCTS

UltraSite provides a 5-year limited warranty on recycled plastic lumber products in normal applications against splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. See exclusions* (page 5)

UltraSite guarantees all materials and workmanship for 5-years on any product made completely from our 100% Recycled Plastic. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

IPE WOOD, RED STAINED WOOD, PRESSURE TREATED WOOD AND UNTREATED WOOD

UltraSite provides a 1-year limited warranty on IPE wood, red stained wood, pressure-treated wood and untreated wood products against rotting, splintering, decay or structural damage directly from termites or fungal decay that causes the product to become structurally unfit for its intended use. Checking in the surface of planks are natural in all wood products and are not covered under this limited warranty. The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. Please follow the maintenance procedures as specified in the product maintenance guide.

LIMITED WARRANTY ON WATER FOUNTAINS AND DOG FOUNTAINS

UltraSite provides a 1-year limited warranty on all the water fountains and related components.

ULTRASHADE STRUCTURES

UltraShade warrants that the shade structure sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery (Structure & Fabric). UltraShade and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShade.

This warranty is in effect only if the structure has been assembled and installed in accordance with the UltraShade's installation drawings, and has been subjected only to normal intended use and exposure. UltraShade shall not be responsible for delays due to missing, stolen or non-conforming parts. Any rework/retrofit of non-conforming part must be authorized by UltraShade. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance, misapplication, service or modification by someone other than UltraShade, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer.

Shade fabrics carry a 10-year limited manufacturer's warranty from the date of assembly, against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration, with the exception of Red, which carry a 3-year limited warranty. Should the fabric need to be replaced under the warranty, UltraShade will manufacture and ship a new fabric at no charge for the first 6 years, thereafter pro-rated over the last 4 years.

This warranty shall be void if damage to the fabric is caused by contact with chemical, misuse, vandalism, any Act of God (ie. Hurricane, tornado, micro/macroburst), including, but not limited to, ice, snow, or wind in excess of the applicable building code parameters. Fabric tops are warranted for wind/gusts up to 90mph and prior to snow or ice accumulation. The warranty will be voided if any modification or attachment is made to the rafter(s). The fabric will wear/tear should any object be placed between the rafter and fabric, voiding the warranty.

The warranty will only be applicable to the repair or replacement of defective materials. UltraShade reserves the right, in cases where certain fabric colors have been discontinued, to offer the customer a choice of available colors to replace the warranted fabric of the discontinued color. UltraShade does not warrant any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the owner of the discontinued fabric color.

NOTE: ShadesureTM fabric warranties cover fabric tops up to 40' in length.
Fabric tops over 40' in length are covered by a non-prorated 5-year warranty.
UltraShade warranties its sewing thread for a period of 8 years.
The thread will be free from defects in material/workmanship and will not be damaged by exposure to the sunlight, weather or water.

All labor for the removal, assembly and/or freight will be for the customer's account and the warranty will only be applicable to the repair or replacement of the defective material.

In the event of a claim of defect in materials, UltraShade shall be placed on notice of defect in writing, delivered to UltraShade at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShade will determine whether to repair or to replace defective materials. UltraShade, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shade installation.

ULTRASHELTER

UltraShelter warrants that the shelter sold will be free from defects in materials under intended use for a period of 10-years from the date of delivery. UltraShelter and its suppliers will be liable for repair or replacement of materials found to be defective. The repair or replacement of materials shall be at the expense of UltraShelter.

This warranty is in effect only if the structure has been assembled and installed in accordance with UltraShelter's installation drawings, and has been subjected only to normal intended use and exposure. Pre-finished metal roof surfaces, performance shall be the responsibility of the metal finisher. UltraShelter assumes no warranties with regard to finish durability.

UltraShelter shall not be responsible for delays due to missing, stolen, or non-conforming parts. Any rework/retro-fit of non-conforming parts must be authorized by UltraShelter. This limited warranty is void if any damage has resulted from abnormal use, abuse, accident, vandalism, maintenance or lack of maintenance, misapplication, service, or modification by someone other than UltraShelter, authorized dealers, or authorized installers.

This limited warranty excludes color fading of structure within 10 miles of any area retaining salt water. Any replacement part issued during original warranty period is warranted for the remaining original warranty period or 6 months, whichever is longer. In the event of a claim of defect in materials, UltraShelter shall be placed on notice of defect in writing, delivered to UltraShelter at the address indicated below, within 30 calendar days from discovery of the defect. No later than 30 days from the date of receipt of the notice, UltraShelter will determine whether to repair or to replace defective materials. UltraShelter, disclaims all other warranties, expressed or implied, including any supplementary materials required for the shelter installation.

ACTIONFIT PRODUCTS

UltraSite offers 10-year limited warranty on steel posts, stainless steel posts, welds, bars and metal accessories excluding cycle parts, and cosmetic damage or defects. A 5-year limited warranty on Stainless damper module and aluminum cycle cover, with the exclusion of cosmetic damage or defects. 2-year limited warranty on Bearings, damper, plastics, rubber parts, and some cycle parts including pedal and shaft, with the exclusion of cosmetic damage or defects. 1-year limited warranty on Rib belt of cycle, with the exclusion of cosmetic damage or defects.

ALL OTHER PRODUCTS

UltraSite offers 1-year limited warranty on all other products.

For the purpose of this warranty, *lifetime* encompasses no specific term of years, but rather that Seller warrants to its original customer for as long as the original customer owns the Product and uses the Product for its intended purpose that the Product and all parts will be free from defects in material and manufacturing workmanship.

UltraSite excludes from these warranties the cost to remove parts and reinstall replacements; replacement due to cosmetic defects or coating deterioration caused by climatic conditions; and wood replacement resulting from twisting, warping, checking, shrinking, swelling or other natural physical properties of wood.
To the extent permitted by law, these warranties are expressly in lieu of any other implied or expressed warranties or representation by any person, including any implied warranty of merchantability or fitness. These warranties provide valuable rights to you.
No Sales Representative can modify or amend the terms of this warranty.

CANCELLATIONS AND RETURNS

Cancellations are only accepted with approval of UltraSite. No merchandise shall be returned without a Return Goods Authorization number which is issued by customer service. Any authorized merchandise must be carefully packed and received in saleable condition. A restocking charge of up to 25% will be applied to all returned goods and 50% charge will be applied to all the UltaShade and UltraShelter products when the error is not the fault of UltraSite. All returns must be shipped freight prepaid.

EXCLUSION

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God.

UltraSite
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Claim Procedure

To make a warranty claim, send your written statement of claim, along with the original purchase invoice or invoice number to:

UltraSite Customer Service
1675 Locust St.
Red Bud, IL 62278
800.458.5872

Within 60 days of notice of claim under warranty, UltraSite will make arrangements to replace the damaged product. UltraSite will cover freight costs within the continental United States. UltraSite is not responsible for freight costs associated with products located outside the continental United States. UltraSite reserves the right to inspect all products identified as damaged.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraSite Invoice Number: _____

_____
Authorized UltraSite Signature

_____
Title

See UltraSite on the web at www.**ultra-site**.com

Warranty Statement

Warranty

Fountain People, Inc. shall warrant all properly installed and maintained Water Odyssey™ equipment (excluding consumables) for a period of one year from date of shipment, unless otherwise qualified, below. For systems with a factory start-up, the warranty shall extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. Fountain People, Inc, at its option, shall replace or repair any materials, components, or workmanship found to be defective, within the warranty period when returned to the factory, freight prepaid. No equipment or parts may be returned to Fountain People, Inc. for repair or replacement without a factory issued RMA (Return Material Authorization).

Special Provisions

The following equipment shall be warranted for the terms noted when properly installed and maintained:

Structural Pipe: Stainless steel pipe and anchor bases used in the fabrication of Water Odyssey™ play equipment shall be warranted against structural failure for a period of 25 years.

Finish Coating: Shall be warranted for a period of 2 years against peeling or fading under normal environmental conditions.

ColorCast™ Accents: Shall be warranted for a period of 2 years against fading or cracking under normal environmental conditions.

Nozzles: Brass or stainless steel, 5 Years. PVC nozzles, 2 years.

Polyurethane Components (including Fun Forms™) shall be warranted for a period of 2 Years.

Water Odyssey™ Dynamic Sequencing Control Module 02-6210, Valve Boxes and Fiberglass Components shall be warranted against defects for a period of 3 years. All DSC Controller components, other than the 02-6210 module, are warranted for 1 year.

UV Disinfection Units Manufactured by ETS/ATG UV (excluding consumables) shall be warranted for a period of five (5) years after commencement of operation providing that the owner has entered into a service agreement with a factory trained and certified representative to annually (during the warranty period) service the unit as outlined in the Basic Operator's Guide using original manufacturers parts.

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, Inc. shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, Inc. Fountain People, Inc. will not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals to treat water. No other warranty, expressed or implied, exists beyond that included in this statement.

EXHIBIT F
SCOPE OF WORK

The following Scope of Work is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

4. SCOPE OF SERVICES.

4.1 General Scope.

The Company shall provide various Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services that meets or exceeds the following requirements to the City and Participating Public Agencies nationwide.

Participating Public Agencies may have additional specific requirements that might not be a requirement of the Lead Public Agency. The Company agrees to provide additional information or documentation to Participating Public Agencies as may be required per the Master Intergovernmental Cooperative Purchasing Agreement (between the Lead Public Agency and the Participating Public Agency).

4.2 Product Standards and Guidelines.

It is essential that all Playground Equipment, Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services be in compliance with all current and applicable Consumer Product Safety Commission (CPSC), Americans with Disabilities Act (ADA) and ADA Accessibility Guidelines (ADAAG), and ASTM Standards and other applicable laws and regulations in the state of North Carolina or in accordance with the laws and applicable purchasing policies of the State and locality where the Participating Public Agencies exists.

Manufacturers must be a member of the International Play Equipment Manufacturers Association (IPEMA) and ISO 9001 and 14001 certified. All equipment must be IPEMA Certified and meet all current American Society of Testing and Materials (ASTM), Consumer Product Safety Commission (CPSC), and IPEMA standards.

4.2.1 American Society for Testing and Materials (ASTM):

ASTM-F1487- 11	Standard Consumer Safety Performance Specification for Playground Equipment for Public use.
ASTM-F1292-13	Standard Specification for Impact Attenuation of Surface Systems within the Use Zone of Playground Equipment.
ASTM 1951-09	Standard Specifications for Determination of Surface Systems Under and Around Playground Equipment.

ASTM F2049-11	Fences/Barriers for Public, Commercial, and Multifamily Residential Use Outdoor Play Areas.
ASTM F2075	Standard Specifications for Engineered Wood Fiber for Use as a Playground Safety Surface and Around Playground Equipment.

4.2.2 Printed Handbook for Public Playground Safety (CPSC)

Equipment must meet all guidelines stated in the "Handbook for Public Safety" published by the Consumer Product Safety Commission. Copies of publication No. 325 may be obtained from U.S. Consumer Product Safety Commission, Washington, DC 20207.

4.2.3 International Play Equipment Manufacturers Association (IPEMA)

IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to the standards referenced above. Both certifications are administered by Detroit Testing Laboratory, Inc. For more information on certification and membership, visit IPEMA's website at: www.ipema.org.

All equipment must be IPEMA Certified. Certification must be included with your proposal submission.

4.3 Environmental Purchasing Requirements.

The Company must provide documentation of their environmental sustainability policies, measures, and initiatives with their Proposal response per Section 2.6.15 and Section 7 - U.S. Communities Requirements of this RFP.

4.4 **New Products and Services.**

New Products and Services may be added to the resulting Contract(s) during the term of the Contract by written amendment, to the extent that those Products and Services are within the scope of this RFP and include, but will not be limited to, new Product added to the Manufacturer's listing offerings, and services which reflect new technology and improved functionality. All requests are subject to review and approval of the City of Charlotte.

4.5 **Replacement Parts.**

The Company must stock replacement parts for a minimum of 15 years on all play systems and provide parts within two (2) weeks (14 calendar days) from the time an order is placed by the Participating Public Agency.

4.6 **Surfacing Material**.

Surfacing Material must meet all guidelines stated in the Handbook for Public Playground Safety, and most current versions of ASTM-F1292-13, F2075-15, F3012-14, and all other applicable ASTM standards and guidelines as certified by an independent laboratory conforming to IPEMA safety standards as identified for the playground industry.

4.7 **Installation.**

All Products provided under this Contract that require assembly and installation should be performed by the awarded manufacturers' certified installers. Company must provide the names and addresses of each certified installer/subcontractor by geographical area.

All work must be performed according to the standards established by the terms, specifications, drawings, and construction notes for each project, and meet manufacturer's specifications and industry standards. It shall be the obligation of the Installer to obtain clarification from the Project Coordinator concerning questions or conflicts in the specifications, drawings and construction notes in a timely manner as to not delay the progress of the work.

4.8 **Design.**

The Company must have the capability to recommend and design appropriate play systems/structures to fit the need of the site for age groups to be determined by Participating Public Agency. Company must provide drawings (plan and elevation) of all pertinent aspects of the play equipment and its method of connection to the work. Final playground layout drawings shall be to scale and legible and must show location of play equipment and dimensions of use zones. All designs shall indicate ADA accessible routes, and percentage of ADA accessible components.

4.9 **Project Management**.

The Company must have the ability to provide project management services to help Participating Agencies complete their projects on-time and within budget.

4.10 **Safety.**

The Company and installers or subcontractors performing services for Charlotte-Mecklenburg are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. The Company and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

4.11 **Literature and Catalogs.**

The Company will be required to furnish and/or update all price lists, listings, color charts and other literature as requested within fifteen (15) days after notification of award. All catalogs may be electronic versions.

4.12 **Warranty.**

The Company should address each of the following:

1. Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
2. Warranty period start date. The City desires the warranty start at the time of substantial completion.
3. Availability of replacement parts.
4. Life expectancy of equipment under normal use.
5. Detailed information as to proposed return policy on all equipment.

4.13 **Lead Time and Delivery.**

1. Company must provide a four (4) week lead time on standard product, unlimited configurations, with no up charge.
2. Deliveries may be made typically between the hours of 8:30 a.m. and 3:30 p.m., local time, on regular business days unless other arrangements have been made. Delivery location shall be stated on each purchase order issued by Participating Agencies.
3. The Company will ensure that all items are delivered fully assembled or assembled by vendor or its designated subcontractor on site as may be designated by the Participating Public Agency. The Company will assure that all items are packed in accordance with prevailing commercial practices and delivered and assembled and installed in the first class condition.
4. When the purchase order calls for delivery to a specific location (other than door delivery) the vendor will deliver in accordance with the delivery instructions provided by the Participating Public Agency and shall perform inside delivery, assembly, set in place in proper location, make ready for use and remove all debris.
5. The Company shall authorize immediate replacement of any item that has been damaged in transit.
6. If deliveries are required in the evenings or weekends, or designated holidays, special installation charges will be negotiated. It is expected that the pricing will be fair and reasonable based upon specific requirements.

4.14 **Optional Work.**
Company will be required to provide quotations on a case-by-case basis for optional related work such as, but not limited to, removal and/or reinstallation of Playground & Fitness Equipment, timbers, and fencing as may be required to provide a full turnkey solution to Participating Public Agencies.

4.15 **Material Specifications.**
Equipment material specifications may vary between cities, counties, schools and states. Each Participating Entity will provide required specifications to include, but not be limited to, acceptable material, finish, diameters, thickness, gage, and angles of all components when placing orders or as necessary.

4.16 **Additional Requirements.**
The Company may be required and agrees to comply with additional state, or local laws and policies of the individual Participating Public Agencies.

4.17 **Performance Bond.**
The Company may be required to provide a performance bond as required by Participating Public Agencies for each project as required by local or state laws and policies.

4.18 **Reports.**
The Company must maintain all records in compliance with federal and state regulations. A statistical report and an annual tabulated report must be submitted electronically to the Lead Public Agency upon request.

4.19 **Pricing.**
The Company must submit a cost proposal fully supported by data adequate to establish the reasonableness of the proposed fee. <u>One (1) firm fixed percentage</u>

discount off of a verifiable list price for each category (defined in Section 1.3): 1) Playground Equipment (including components, replacement parts); 2) Outdoor Fitness Equipment: 3) Site Accessories; 4) Surfacing Materials; and 5) all other related Products (Shade Structures, Skate Parks, and other categorized Products); and 6) Services offered by the Company, for the life of the contract is preferred.

Prices must include manufacturer mark up, profit, item cost and storage to allow each customer the ability to calculate and verify discount. All manufacturer price lists must be identified in the Proposal response.

Proposals must include an itemized list of any Products and Services that the Company intends to include in the Master Agreement and assume responsibility for as prime contractor, but are offered by the individual authorized distributors and not included in the Company's catalog. The list must identify the distributors name and location that offers each product and service included. The Company shall be the prime contractor and remain solely responsible for contractual performance, and reporting, per Section 2.6.7 of this RFP for any Products and Services offered by the authorized distributor.

Proposals shall not include Products and Services the Company does not intend to offer, or take responsibility for, as prime contractor.

4.19.1 Volume Discounts: Please include any volume discounts offered to the Lead Public Agency and Participating Public Agencies.

4.19.2 Rebates: Please include any rebates offered to Lead Public Agency and Participating Public Agencies..

4.19.3 Product, Design and Price Comparison.
For comparison purposes only, the Company must provide the following information for the three (3) sample playground designs included in Section 6, Form 4:

1. Cost breakdown of all components using proposed discounts and list prices;
2. Manufacturer Price List ID
3. Three dimensional drawings
4. Number of kids that can use the playground;
5. Total number of play components:
   - Number of ground level components
   - Number of accessible ground level components
   - Number of elevated components
   - Number of accessible elevated components
6. Play Structure Size
7. Deck Sizes
8. Diameter of Uprights
9. Color options
10. Minimum time needed from date of design to delivery of equipment.

4.20 Installation.

Company response must include a defined installation fee program. If a percentage of total dollar amounts of each order are proposed, the Company must submit one (1) fixed percentage for all installation services for all Participating Public Agencies, regardless of location, for the life of the contract.

4.21 Shipping and Delivery.

Company must include a defined shipping program with their Proposal responses. If shipping is charged separately, only the actual cost of the freight may be added to an invoice. Shipping charges calculated as a percentage of the product price **cannot be used**.

1. Unless specifically stated otherwise in the "Shipping Program" included in the Company's Proposal response, all prices quoted must be F.O.B. destination with freight prepaid by the Company.
2. Additional costs for expedited deliveries may be added.
3. Selection of a carrier for shipment will be the option of the Participating Public Agency paying for said shipping.

4.22 Price Adjustments.

All proposed pricing shall remain firm through December 31, 2017. Company may request price increases for consideration at least sixty (60) days prior to each anniversary of the Contract effective date. All requests must be submitted in writing to City of Charlotte Procurement Management along with documentation of bona fide materials and labor increases for the cost of Products. No adjustments shall be made to compensate a Company for inefficiency in operation or for additional profit. Price decreases shall be accepted at any time during the term of the contract.

4.23 References.

Proposals must include a minimum of five (5) customer references (see Section 6, Form 7) that Company has provided products and services similar to those outlined in this RFP.

4.24 Prevailing Wages.

Company must comply with the prevailing wage requirements of each state. Please include any exceptions to this requirement in your proposal response, per Section 2.6.12 of the RFP.

EXHIBIT G
U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT

The following U.S. Communities Administrative Agreement is an Exhibit to and is incorporated into the Contract to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services (the "Contract") between the City of Charlotte and Playcore Wisconsin, Inc. d/b/a GameTime.

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
MCFADDEN PARK

THIS AGREEMENT (herein "Agreement") is made and entered into this 17th day of September, 2024 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and PLAYCORE WISCONSIN 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 GameTime 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. Further, Contractor represents that it is knowledgeable and experienced in constructing improvements that are compliant with all applicable accessibility requirements and warrants that all work performed under this agreement will comply with all applicable accessibility requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting from said work. No such

extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of 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 Five Hundred Thirty-Six Thousand Three Hundred and Eighty-Nine Dollars Sixty Three Cents ($536,389.63) (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 June 30, 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 trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor, and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

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

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

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

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

6.0 INSURANCE, INDEMNIFICATION, AND BONDS

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

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

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 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 described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit “D” and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall protect, defend, indemnify, 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 higher 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.: Damien R. Arrula

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

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 ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

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

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

(a) Unauthorized Aliens. Contractor hereby represents and warrants that it will comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall

not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

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

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

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

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

Notwithstanding any other agency, State, or Federal policy, rule, regulation, law, or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Jeannette Ortega, Acting Community Services Director

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

Project No.

(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:_____

Project No.

CITY OF PLACENTIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____, a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20___ ("Agreement"), whereby Principal agreed to provide construction services including _____ _____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____, as Principal, and _____ as Surety, are held and firmly bound unto the City in the sum of _____ Dollars ($_____), this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any Federal or State laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to

obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

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

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal)	(Seal)
SURETY	PRINCIPAL
By _____	By X_____
_____	X_____
_____	_____
_____	_____
ADDRESS	ADDRESS

APPROVED:

_____
CITY ATTORNEY

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

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

Project No.

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

ACORD®

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 If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		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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Product Name
Business Auto

CNA

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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CNA

Product Name
Business Auto

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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CNA

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.

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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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CNA

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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Agenda Item No: 1.I

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Teri Knutson

From: Police Department

Subject:
City Council of Placentia Response to Orange County Grand Jury Study of E-Bikes Friend or Foe

Financial Impact:
Fiscal Impact: None

Summary:
The Orange County Grand Jury (OCGJ) stated in this study that the use of electric bicycles (E-bikes) has increased as our communities explore new and novel ways to commute and reduce our reliance on automobiles. E-bikes are a cost-effective alternative. However, they bring higher risks of accidents and injuries when compared to conventional bicycles. The Public deserves education and safety regulations to mitigate their concern.

The 2023-2024 OCGJ investigation into E-bike regulation, education and safety, focused on what, if any, pertinent regulations have been adopted by Orange County cities. The OCGJ investigation revealed that outside of the California Vehicle Code, the 34 cities, 13 of which are contract cities with the Orange County Sheriff's Department (OCSD), vary significantly in their regulation, safety (accidents, fatalities, etc.), enforcement, and education on E-bikes. The Orange County Transportation Authority (OCTA) oversees E-bike safety, education, and public outreach for all unincorporated areas. OCTA holds quarterly meetings with all 34 cities in the county to discuss transportation issues including E-bike regulation, safety, education, and enforcement.

There is an urgent need to have consistent ordinances for the regulation and enforcement of safe E-bike use in all cities, school districts, parks, and unincorporated areas. Currently, there are significant differences in policy across cities. The recent surge in E-bike usage calls for immediate action to strengthen city oversight of this issue. This report will highlight the differences between cities' approaches and make recommendations to attain realistic and practical policies for their respective jurisdictions.

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

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.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal #2 to Ensure that Public Safety Continues to be a High Priority.

Discussion:
The method of study by the OCGJ included sending a survey to all 34 cities in Orange County cities to learn each city's policies. Mayors and/or representatives from 22 cities responded to the survey. The responses from the cities that answered indicate a wide variety of differences in the methods – with some cities having robust training, enforcement measures, and methods of socializing E-bike use in their communities.

In addition, the OCGJ conducted several interviews and conducted extensive research of current online and print articles regarding E-bikes in Orange County. Their interviews included representatives from a major retail bike shop that sells both E-bikes and regular bicycles, the Orange County Transportation Authority, the Orange County Sheriff's Department, and the Central Newport Beach Community Association.

OCGJ members also attended several city council meetings and viewed them online, attended a training session hosted by a local city, and reviewed proposed State legislation that failed, passed, or is in committee.

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 OCGJ requires responses from each agency affected by the findings presented.

Based on its investigation, the Orange County Grand Jury has arrived at the following principal findings that require a response from the City Council of Placentia:

F1. The majority of Orange County cities do not have ordinances or policies in place, which makes it difficult to address the safe operation and regulation of E-bikes leading to confusion.

City Council of Placentia AGREES.

The E-Bike trend is relatively new and has not been an issue for the City of Placentia until recently. The city began to receive an increase in complaints and began seeing an increase in traffic collisions involving E-bikes. The City believes creating municipal codes that specifically address the issues will reduce conflicts with motorists and pedestrians and provide a legal framework for enforcement.

F2. Due to the increasing incidence of E-bike injuries and deaths, there is a need for consistent and accurate tracking by law enforcement and first responders which does not exist now.

City Council of Placentia AGREES.

Currently, the lack of consistent data collection hampers the efforts to understand and address the issue. Effectively implementing a unified tracking system, perhaps through the State of California, would enhance safety measures and provide valuable data for policymaking.

F3. Training and education on E-bike use and safety varies from city to city causing confusion amongst bike riders.

City Council of Placentia AGREES.

Standardizing key aspects of E-bike safety and education at a national or regional level could help mitigate the confusion amongst the public when it comes to E-bike laws and safety. Collaboration between cities to share best practices and resources could also enhance overall safety for E-bike users.

The city will increase the amount of information we post on social media to include informational videos and traffic safety information to educate the public as to the laws and safe operation of E-bikes.

RECOMMENDATIONS:

R1. Each Orange County city should have specific policies that define the rules of the road for use of E-bikes in their communities by December 1, 2024.

The City of Placentia will have to create new municipal codes to address E-bikes within the City. The city will collaborate with surrounding agencies to see what their plan is to address the current issues.

R2. Each Orange County City should have a mechanism in place to report accidents, injuries and deaths involving E-bikes by December 1, 2024.

Under California law, an E-bike is essentially treated the same as a standard bicycle—with a few exceptions. E-bikes are to be operated like conventional bicycles in California and are not considered “motor vehicles” under the California Vehicle Code. Under Placentia Police Department Policy 501.4.5 which addresses traffic collisions on roadways, a traffic collision report shall be taken when a collision occurs on a highway or private property within the jurisdiction of this department which involves any injury or death to any person involved in the collision. The State Traffic Collision Report form already has a box which allows agencies to track collisions involving E-bikes. The traffic collision statistical data is retrievable through the California Statewide Integrated Traffic Record System (SWITERS).

The City will also explore altering our Computer Aided Dispatch (CAD) / Records Management System (RMS) to expand our data collection to include enforcement efforts incidents involving E-bikes.

R3. Each Orange County city should research and develop outreach and education programs regarding the safe operation of E-Bikes for their residents by December 1, 2024.

Cities with more funding and resources might offer more comprehensive training or educational programs compared to smaller cities with limited budgets. The Placentia Police Department has received a grant from the California Office of Traffic Safety for DUI enforcement. We will be able to utilize some of the funds to do outreach with school students regarding current traffic laws associated with E-bikes and the safe operation of E-bikes within the community.

ALTERNATIVE OPTION:
An alternative option would be for the City Council to disagree with one or more of the OCGJ's principal findings as stated under F1, F2, or F3.

Attachments
Grand Jury Report E-bikes Friend or Foe.pdf
Response to Grand Jury Report E-Bikes Friend of Foe (002).pdf

ORANGE COUNTY GRAND JURY
700 CIVIC CENTER DRIVE WEST • SANTA ANA, CALIFORNIA 92701 • 714/834-3320
www.ocgrandjury.org • FAX 714/834-5555

June 13, 2024

The Honorable Jeremy Yamaguchi
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

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Dear Mayor Yamaguchi:

Enclosed is a copy of the 2023-2024 Orange County Grand Jury report, ***E-bikes Friend or Foe.*** Pursuant to *Penal Code* 933.05(f), a copy of the report is being provided to you at least two working days prior to its public release. Please note that under that subsection, "No officer, agency, department, or governing body of a public agency shall disclose any contents of the report *prior to the public release of the final report*." (Emphasis added.) It is **required** that you provide a response to each of the findings and recommendations of this report directed to your office in compliance with *Penal Code* 933.05(a) and (b), a copy is enclosed.

Please distribute this report to your governing body.

For each Grand Jury recommendation accepted and not implemented, provide a schedule for future implementation. In addition, by the end of March of each subsequent year, please report on the progress being made on each recommendation accepted but not completed. These annual reports should continue until all recommendations are implemented.

Please mail the response to the recommendations to Maria Hernandez, Presiding Judge of the Superior Court, 700 Civic Center Drive West, Santa Ana, CA 92701, with a separate copy mailed to the Orange County Grand Jury, 700 Civic Center Drive West, Santa Ana, CA 92701, no later than **90** days after the public release date, **June 20, 2024**, in compliance with *Penal Code* 933, copy enclosed. The due date then is **September 19, 2024**.

Should additional time for responding to this report be necessary for further analysis, *Penal Code* 933.05(b)(3) permits an extension of time up to six months from the public release date. Such extensions should be advised in writing, with the information required in *Penal Code* 933.05(b)(3), to the Presiding Judge of the Superior Court, with a separate copy of the request to the Grand Jury.

We tentatively plan to issue the public release on **June 20, 2024**. Upon public release, the report will be available on the Grand Jury website at www.ocgrandjury.org.

Very truly yours,

Margaret Riley for

Michael J. Verrengia, Foreperson
2023-2024 ORANGE COUNTY GRAND JURY

MJV:jm

Enclosures: Grand Jury Report
Penal Code 933, 933.05

Cc: Damien Arrula, City Administrator

CONFIDENTIAL



E-bikes
Friend or Foe

COUNTY OF ORANGE
CALIFORNIA

GRAND JURY 2023-2024

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SUMMARY

The use of electric bicycles (E-bikes) has increased as our communities look to new and novel ways to commute and to reduce our reliance on automobiles. E-bikes are a cost-effective alternative. However, they bring higher risks of accidents and injuries when compared to conventional bicycles. The public deserves education and safety regulations to mitigate this concern.

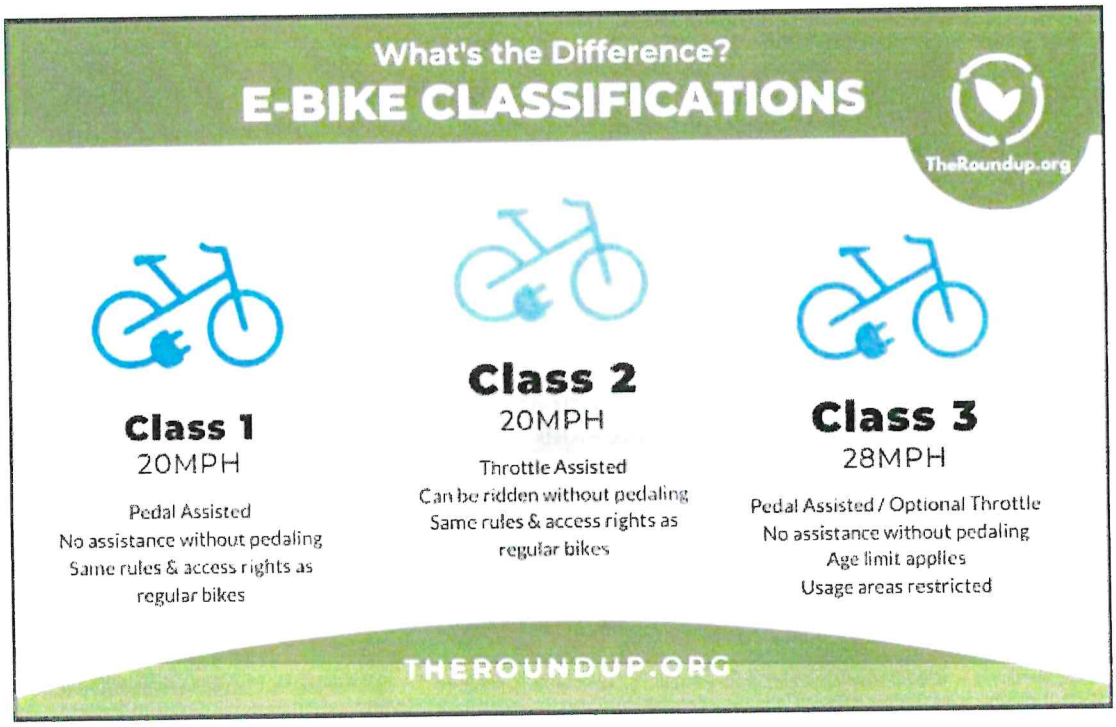
The 2023-2024 Orange County Grand Jury (OCGJ) investigation into E-bike regulation, education, and safety focused on what, if any, pertinent regulations have been adopted by Orange County cities. The OCGJ investigation revealed that outside of the California Vehicle Code, the 34 cities, 13 of which are contract cities with the Orange County Sheriff's Department (OCSD), vary significantly in their regulation, safety (accidents, fatalities, etc.), enforcement, and education on E-bikes. The Orange County Transportation Authority (OCTA) oversees E-bike safety, education, and public outreach for all unincorporated areas. OCTA holds quarterly meetings with all 34 cities in the county to discuss transportation issues including E-bike regulation, safety, education, and enforcement.

There is an urgent need to have consistent ordinances for the regulation and enforcement of safe E-bike use in all cities, school districts, parks, and unincorporated areas. Currently, there are significant differences in policy across cities. The recent surge in E-bike usage calls for immediate action to strengthen city oversight of this issue. This report will highlight the differences between cities' approaches and make recommendations to attain realistic and practical policies for their respective jurisdictions.

BACKGROUND

The modern E-bike was introduced in the 1990s as a pedal assist bike with a battery-powered motor. The OCGJ focused on the 3 classes of E-bikes (see table below).

In most cases, it is hard to tell the difference between a Class 1, 2, or 3 E-bike, as there may be no apparent distinction to the naked eye. It is important that Orange County residents understand the different classes of E-bikes, how fast they can go, and any applicable restrictions or regulations that govern their use. This is particularly pertinent as automobile and bus commuters must now share the road with E-bike riders.



The ease of use, relatively low price, and convenience of E-bikes have led to their proliferation throughout Orange County. It is estimated that the sales of E-bikes rose by 145% during 2020-to-2021 (World Economic Forum March 12, 2021).

However, along with the proliferation of E-bikes have come inevitable issues regarding their use, including:

- riding on sidewalks
- riding against traffic
- speeding
- bike vs pedestrian collisions
- bike vs motorized vehicle conflicts
- the ability to make unauthorized modifications to the electric motors which allows the E-bikes to exceed their maximum intended speed

There are also issues regarding E-bike rider injuries in accidents, which can be more serious than injuries of riders in bicycle accidents (US Consumer Product Safety Commission October 17, 2023). According to the OCGJ survey sent to city mayors, many do not track or have awareness of the incidence and prevalence of E-bike injuries and fatalities in their respective cities.

The OCGJ sent a survey to all Orange County cities to learn each city's policies, availability of safety education, and enforcement of E-bikes. The responses from the cities that answered indicate a wide variety of differences - with some cities having robust training, enforcement measures, and methods of socializing E-bike use in their communities.

The OCGJ recognizes that there cannot be a "one size fits all" approach to the regulation of E-bikes, as all cities in Orange County are unique and have different needs. For example, a large beachside city will have its own unique policies as compared to smaller inland cities. The rapidly expanding use of E-bikes compels cities to ensure a safe environment for riders of E-bikes and all citizens of Orange County.

REASON FOR THE STUDY

As E-bike sales have increased by almost 145% worldwide (World Economic Forum Mar. 12, 2021) over the past 2 years, the regulation of their use does not seem to have kept up. Accidents and incidents with E-bikes are on the rise, as are complaints from citizens of Orange County about E-bike riders (Voice of OC Sept. 2023). Accordingly, the OCGJ determined that an investigation into E-bikes was needed to bring public awareness to the safe use of E-bikes and the importance of having city-relevant "rules of the road" in place.

This report seeks to press Orange County cities to actively seek common-sense rules for E-bikes to ensure their safe operation among conventional bicycles, pedestrians, and vehicles.

METHOD OF STUDY

Information from this investigation was collected and verified through multiple sources and statements made during interviews and includes extensive research of current online and print articles regarding E-bikes in Orange County. The OCGJ conducted the following activities:

- In-person interviews of representatives from:
  - A major retail bike shop that sells both E-bikes and standard bicycles
  - The Orange County Transportation Authority
  - The Orange County Sheriff's Department
  - The Central Newport Beach Community Association
- In-person attendance and online viewing of several city council meetings
- In-person attendance at a training session hosted by a local city
- Review of proposed State legislation that failed, passed, or is in committee

- Direct observance of E-bike riders, where they are riding, use of protective gear, passengers, dangerous maneuvers, etc.
- An online survey was distributed to the mayors of 34 cities in Orange County. Unincorporated areas/divisions were not included in this survey. Mayors and/or representatives from 22 cities responded to this survey

INVESTIGATION AND ANALYSIS

Through interviews and surveys, the OCGJ determined that there is wide variation of rules on E-bikes and limited information regarding the reporting of E-bike incidents, accidents, injuries, and basic rules of the road for E-bikes.

Several news outlets (newspapers, magazines, television, online forums) have published stories about E-bikes. While many acknowledge the benefits of E-bikes, they also detail significant issues for cities to address.

Speeding, unsafe, or reckless operation, riders under 18 years of age not wearing helmets and toddlers riding on the back or front without proper child safety seats present common E-bike regulation and enforcement challenges for law enforcement.

Orange County Transportation Authority

OCTA has published on their website a comprehensive list of regulations listed by city regarding bicycles and E-bikes. As with the OCGJ survey, there are several different rules for E-bike riders dependent on what city they are riding in due to the differences in cities such as availability of bike lanes and the speed at which E-bikes are permitted to travel.

Orange County Sheriff's Department

OCSD enforces the California Vehicle Code (CVC) Section 312.5 regarding electric bicycles. In addition, the Sheriff's Department works closely with OCTA to provide E-bike outreach and education to the residents of Orange County. The OCSD Training Bulletin 23-01, issued January 4, 2023, provides the current E-bike enforcement criteria for Sheriff's Deputies.

Cities Survey

OCGJ sent a list of survey questions to all city mayors in Orange County regarding policies in their cities with respect to E-bikes. Of the 34 surveys sent, 22 were completed and returned to the Grand Jury. A sampling of the survey results follows:

- **Do you track injuries/deaths from E-bike accidents, injuries, fatalities?**

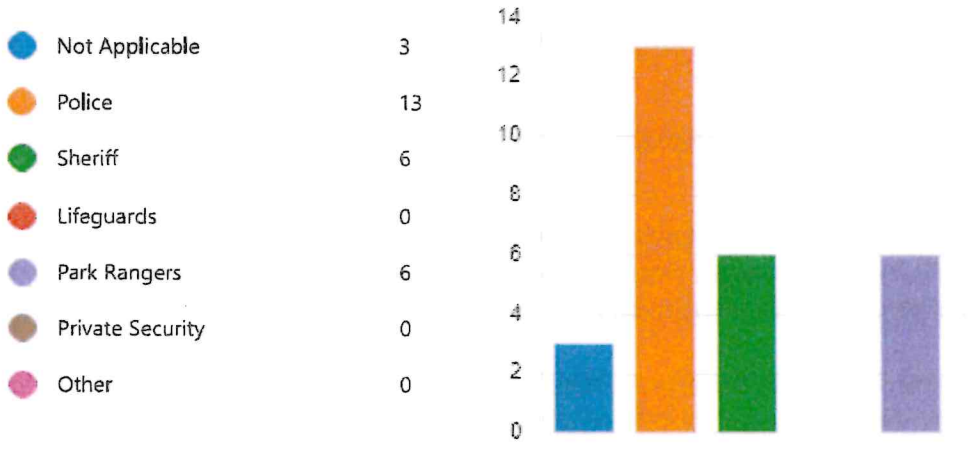


Tracking of E-bike injuries, deaths, property damage and battery fires, 11 of the 22 cities answered that they tracked these items on E-bikes.

The entity responsible for tracking these items varied within each city among law enforcement organizations, city government offices, and local hospitals. There is no standard way to compile and publish accident/incident information on E-bikes.

To properly track trends in E-bike operation, a robust incident and accident tracking mechanism must be in place. Items that need to be tracked include but are not limited to class of E-bike involved, estimated speed of the E-bike, direction of travel, age of the rider, whether helmets were used, and any injuries sustained. In the process of accident reporting, most police agencies do not distinguish whether the bicycle involved was a conventional bike or an E-bike.

- **In your city, who, if anyone, is authorized to enforce infractions? Please select all that apply:**



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Of the 22 cities that completed the survey, 100% indicated that some form of law enforcement was the agency authorized to enforce/cite infractions for E-bike riders. Police Departments, OCSD, or Park Rangers were the organizations authorized for E-bike enforcement.

- **In your city, are E-bikes allowed:**



	YES	NO	UNKNOWN
SIDEWALKS	10	8	4
BIKE LANES	21	0	1
PARK TRAILS	13	5	4
SCHOOL CAMPUSES	8	2	12
VEHICLE LANES	16	0	6
HIGHWAYS	9	5	8

10 cities indicated that E-bikes were authorized on sidewalks, 4 cities answered unknown, and the remaining cities answered that E-bikes were prohibited from sidewalks.

21 cities indicated that E-bikes were authorized in bike lanes with one city responding as unknown.

13 cities indicated that E-bikes are allowed on park trails, 5 cities indicated that E-bikes were prohibited from using park trails, and 4 cities indicated that park trail policy for E-bikes was unknown.

16 cities indicated that E-bikes were authorized in vehicle lanes and 6 cities answered unknown.

5 cities answered no, 8 cities answered unknown, and 9 cities indicated that E-bikes were allowed on highways.

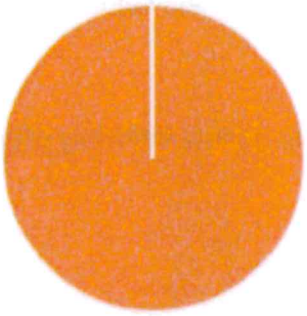
Riding on sidewalks was found to be a contentious issue. One city cited California Assembly Bill 825 (which would have barred local agencies from prohibiting bike use on sidewalks but has since been vetoed) as a reason not to prohibit E-bikes on sidewalks.

When there is no defined bike lane, E-bike riders will ride on sidewalks as a matter of safety. E-bikes, depending on the class, can go up to 28 miles per hour, which is typically faster than a conventional bicycle and much faster than a walking pedestrian.

Although most current laws give the bicyclist and pedestrians the right of way, the reaction time for an E-bike rider going over 10 miles per hour on the sidewalk generally does not give the rider adequate opportunity to avoid pedestrians walking on the sidewalk or cars coming out of driveways.

- **Does your city have posted speed limits for E-bikes?**

Yes	0
No	22
Unknown	0

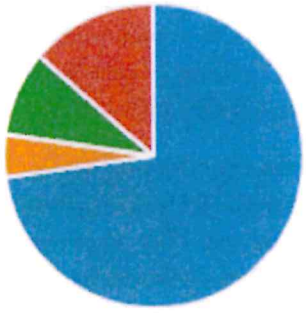


100% of the cities that answered the OCGJ survey indicated that they do not post speed limits for E-bikes. No reasons were cited as to why they are not posted for E-bikes even though their top speed can be as high as 28 miles per hour or faster if the rider disables speed restrictive devices thus allowing the E-bike to almost double its speed.

There are obvious issues involving where to place speed limit signs for E-bikes. They are allowed to travel in bike lanes, on sidewalks, and in some jurisdictions even allowed to ride in opposition to traffic.

- **In your city, are E-bikes expected to travel in the same direction or opposite direction from street traffic?**

Same direction	16
Opposite direction	1
Both directions	2
Unknown	3



Some cities have authorized E-bikes to ride against the flow of traffic. As stated in the OCTA website (in a section entitled "Wrong Way Riding"), riding against traffic is inherently dangerous due to:

- Oncoming cars approach at a much higher speed
- Drivers cannot see E-bike riders when turning left
- E-bike rider is unable to make right turns
- Traffic signals cannot be seen

- **Is safety training offered by the city for E-bike riders?**

Yes	8
No	12
Unknown	2

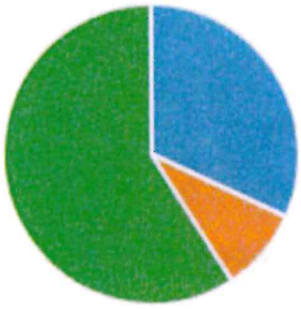


Safety education and/or training for E-bike riders is available only sporadically and is, in most cases, optional. As noted in the survey, only 8 cities indicated that safety training was offered. The Orange County Register published a story (OC Register Jan 3, 2024) about a San Juan Capistrano resident who has taken on educating new E-bike riders as a result of her son being injured on an E-bike. An OCGJ visit to a local retailer of E-bikes found there was no formal training for E-bike purchasers or riders, and the only information to purchasers of E-bikes was a pamphlet. The Huntington Beach Police Department has a safety class every other month which focuses on E-bike safety. OCTA holds safety "bike rodeos" for E-bike riders. These are a few examples of the education available for E-bike riders, but none is mandatory prior to purchasing or riding an E-bike. Therefore, grass-roots efforts are another important step in promoting education and safety.

The OCGJ interviewed a member of the Central Newport Beach Community Association as to their concerns about education, safety, and enforcement regarding E-bikes. The Association has been active in monitoring E-bike use, specifically on the Balboa peninsula. Its focus has been on a perceived lack of enforcement of existing ordinances and the CVC on streets and the beach boardwalk. Along with education and safety training, the Association prefers active enforcement using radar guns, tickets, and increased law enforcement presence.

- **Do the schools/school districts in your city offer safety information and/or certification for student E-bike users on campus?**

Yes	7
No	2
Unknown	13



There are 28 school districts spread across the 34 cities of Orange County. Cities were asked whether schools in their jurisdictions offer safety information to student E-bike riders. Of the 22 cities that responded to the survey, 7 answered yes and 2 answered no. The concerning number that leaps to the eye is that 13 survey respondents stated that they were unaware of their school district's participation in E-bike regulation. At the time of this report, the 5 districts (per district website) that currently require safety training and registration are:

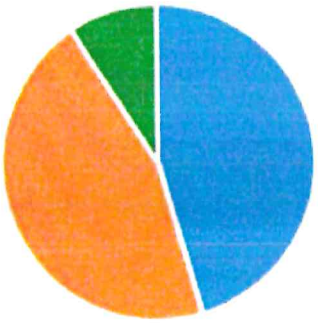
- Capistrano Unified
- Los Alamitos Unified
- Huntington Beach Union
- Irvine Unified
- Ocean View

- **Are there any other persons/groups that might be able to provide meaningful or relevant information regarding E-bikes to the Grand Jury?**

At least 6 cities referred this question to the OCSD. 6 others referred this question to their own police department. Interestingly, at least 6 suggested that their jurisdictional park rangers (if these are in place in their city) would be able to answer the question.

- **Is there outreach by the city being conducted to inform your community of any regulations and safety training?**

Yes	10
No	10
Unknown	2

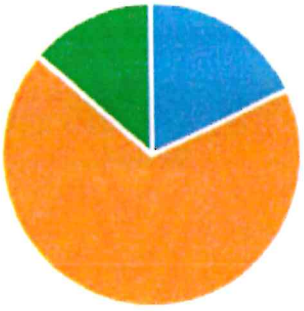


Of the 34 cities in Orange County, 22 responded to this question: 10 cities said "yes," 10 cities said "no," and 2 cities indicated "unknown."

An example of outreach is the City of Irvine's Police Department. The outreach has several elements which includes High Visibility Enforcement (HVE) operations to issue administrative citations to juveniles violating vehicle codes on E-bikes. It also hosts E-bike safety courses, E-bike rodeos, and community presentations on E-bike safety. There are also plans for Public Safety in collaboration with the Irvine Unified School District to implement a parking permit program which will require students riding E-bikes to school to attend workshops on E-bike safety before being issued a parking permit to park their E-bike on campus.

- **Does your city regulate the use of E-bikes?**

Yes	4
No	15
Unknown	3



There were 15 cities who responded that they do not regulate E-bikes or their usage. The OCGJ felt that this statistic, on its own, warranted further investigation and, possibly, further action by such cities.



GENERAL COMMENTS FROM SURVEY RESPONDENTS

"I personally promote safe e-bike texts on local Facebook groups... about 16,000 members. I promote e-bike safety every council meeting."

"State and local legislation is lagging far behind e-bike technology and there is a lot of confusion amongst e-bike users and police regarding what is lawful and what is unlawful when it comes to e-bikes."

"Thank you for looking into this. I am a relatively new mayor and although I consider e-Bikes an issue, we have so many other issues that are taking priority. I would like to see e-Bikes banned from all trails that were previously used for bicycles and pedestrians only. They function more like scooters than bicycles."

"E-bikes and bike safety, in general, are very big topics in the community right now and our Police Department is currently doing A LOT to address these items. Besides conducting weekly High Visibility Enforcement (HVE) operations, IPD's traffic staff oftentimes issue administrative citations to juveniles who commit vehicle code violations on their bicycles, including E-bikes and E-scooters. In fact, approximately 50% of our administrative citations are issued to E-bike and E-scooter operators. Rather than paying a fine similar to conventional traffic citations, our administrative citations require the juvenile to attend a 2-hour long bike safety course with a parent or guardian on the weekend at City Hall."

"Our city will soon be meeting with reps from OCSD in reference to providing additional educational tools for e-bike riders. I have made contact with our local elected officials in reference to securing funds for e-bike enforcement and education."

"The issue with E-bike safety is an active project in our traffic safety unit. Currently we are looking at any municipal codes which will assist with safety for e-bike riders and motorists."

COMMENDATIONS

The following agencies contributed to the OCGJ's investigation into the use of E-bikes in Orange County:

- Orange County Transportation Authority has taken a leadership role in outreach and education to all 34 Orange County cities
- Orange County Sheriff's Department has been very proactive in keeping up with the everchanging rules of the road for E-bikes
- Central Newport Beach Community Association provided important data and various studies on E-bike usage in Newport Beach

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 Grand Jury requires (or, as noted requests) responses from each agency affected by the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court. Based on its investigation titled "E-bikes- Friend or Foe," the 2023-2024 Orange County Grand Jury has arrived at three principal findings, as follows:

F1. The majority of Orange County's 34 cities do not have ordinances or policies in place, which makes it difficult to address the safe operation and regulation of E-bikes leading to confusion.

F2. Due to the increasing incidence of E-bike injuries and deaths, there is a need for consistent and accurate tracking by law enforcement and first responders, which does not exist now.

F3. Training and education on E-bike use and safety varies from city to city causing confusion amongst bike riders.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2023-2024 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation described herein, the 2023-2024 Orange County Grand Jury makes the following recommendations:

R1. Each Orange County city should have specific policies that define the rules of the road for use of E-bikes in their communities by December 1, 2024.

R2. Each Orange County city should have a mechanism in place to report accidents, injuries and deaths involving E-bikes by December 1, 2024.

R3. Each Orange County city should research and develop outreach and education programs regarding the safe operation of E-bikes for their residents by December 1, 2024.

RESPONSES

California Penal Code Section 933 requires the governing body of any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the governing body. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court). Additionally, in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official shall comment on the findings and recommendations pertaining to the matters under that elected official's control within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code Section 933.05 specifies the manner in which such comment(s) are to be made as follows:

(a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding.

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.

(b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a timeframe for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the Grand Jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation, therefore.

(c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision-making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

REQUIRED RESPONSES

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code Section 933.05 are required from:

Findings – 90 Day Response Required

City Councils of:

Aliso Viejo	F1, F2, F3
Anaheim	F1, F2, F3
Brea	F1, F2, F3

Buena Park	F1, F2, F3
Costa Mesa	F1, F2, F3
Cypress	F1, F2, F3
Dana Point	F1, F2, F3
Fountain Valley	F1, F2, F3
Fullerton	F1, F2, F3
Garden Grove	F1, F2, F3
Huntington Beach	F1, F2, F3
Irvine	F1, F2, F3
La Habra	F1, F2, F3
La Palma	F1, F2, F3
Laguna Beach	F1, F2, F3
Laguna Hills	F1, F2, F3
Laguna Niguel	F1, F2, F3
Laguna Woods	F1, F2, F3
Lake Forest	F1, F2, F3
Los Alamitos	F1, F2, F3
Mission Viejo	F1, F2, F3
Newport Beach	F1, F2, F3
Orange	F1, F2, F3
Placentia	F1, F2, F3
Rancho Santa Margarita	F1, F2, F3
San Clemente	F1, F2, F3

San Juan Capistrano	F1, F2, F3
Santa Ana	F1, F2, F3
Seal Beach	F1, F2, F3
Stanton	F1, F2, F3
Tustin	F1, F2, F3
Villa Park	F1, F2, F3
Westminster	F1, F2, F3
Yorba Linda	F1, F2, F3

Recommendations – 90 Day Response Required

City Councils of:

Aliso Viejo	R1, R2, R3
Anaheim	R1, R2, R3
Brea	R1, R2, R3
Buena Park	R1, R2, R3
Costa Mesa	R1, R2, R3
Cypress	R1, R2, R3
Dana Point	R1, R2, R3
Fountain Valley	R1, R2, R3
Fullerton	R1, R2, R3
Garden Grove	R1, R2, R3
Huntington Beach	R1, R2, R3
Irvine	R1, R2, R3
La Habra	R1, R2, R3

La Palma	R1, R2, R3
Laguna Beach	R1, R2, R3
Laguna Hills	R1, R2, R3
Laguna Niguel	R1, R2, R3
Laguna Woods	R1, R2, R3
Lake Forest	R1, R2, R3
Los Alamitos	R1, R2, R3
Mission Viejo	R1, R2, R3
Newport Beach	R1, R2, R3
Orange	R1, R2, R3
Placentia	R1, R2, R3
Rancho Santa Margarita	R1, R2, R3
San Clemente	R1, R2, R3
San Juan Capistrano	R1, R2, R3
Santa Ana	R1, R2, R3
Seal Beach	R1, R2, R3
Stanton	R1, R2, R3
Tustin	R1, R2, R3
Villa Park	R1, R2, R3
Westminster	R1, R2, R3
Yorba Linda	R1, R2, R3

CONFIDENTIAL

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GLOSSARY

CNBCA	Central Newport Beach Community Association
CVC	California Vehicle Code
E-bike	Electric bicycle
HVE	High Visibility Enforcement
OCGJ	Orange County Grand Jury
OCSD	Orange County Sheriff's Department
OCTA	Orange County Transportation Authority

APPENDICES

APPENDIX 1

Current County of Orange E-Bike Laws - Unincorporated Areas [1]

- All E-bikes are required to have a label that describes classification, top assisted speed, and motor wattage.
- Helmets are recommended for all E-bike users. If you are under 18, it's required!
- It is illegal to carry passengers on your E-bike unless your bike has an extra permanent seat or when using a child safety seat.
- E-bikes shall not be operated in excess of their designed speed or the speed limit, whichever is lower, on the road, and in no event in excess of 10 miles per hour on paved trails.
- E-bike shall not be operated in excess of 5 miles per hour on sidewalk.
- Riding on the road against the flow of traffic is prohibited.

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[1] Orange County Public Works. 2024. "E-bike Safety in the County of Orange." Accessed May 22. 2024. https://www.ocgov.com .

APPENDIX 2

California Vehicle Code Section 312.5 as of December 23, 2023

An electric bicycle is a bicycle equipped with fully operable pedals and an electric motor of less than 750 watts. Three classes of electric bicycles have been established:

- Class 1: A low speed pedal-assisted electric bicycle equipped with a motor which provides assistance only when the rider is pedaling and ceases to provide assistance when a speed of 20 mph is reached.
- Class 2: A low speed throttle-assisted electric bicycle equipped with a motor used exclusively to propel the bicycle and NOT capable of providing assistance when a speed of 20 mph is reached.
- Class 3: A low speed pedal-assisted electric bicycle equipped with a speedometer, and a motor which provides assistance only when the rider is pedaling and ceases to provide assistance when a speed of 28 mph is reached.

The operator of a Class 3 electric bicycle:

- **Must** be 16 years old or older.
- **Must** wear a bicycle safety helmet.
- **Must not** transport passengers.
- **May** ride an electric bicycle in a bicycle lane if authorized by local authority or ordinance.

All electric bicycle classes are exempt from the motor vehicle financial responsibility, driver's license, and license plate requirements (CVC § 24016).

APPENDIX 3

California Assembly Bills

Listed below are some of the bills introduced into the State legislature, as published by LegiScan, that have a variety of proposed regulations regarding E-bikes. This is by no means a comprehensive list, and in the interest of brevity we do not include the text of each bill.

AB 458 10/08/2023 Chaptered-Regulation of insurance requirements for businesses renting micro mobility vehicles, a category which includes E-bikes.

AB 1773 04/01/2024 In committee-Where E-bikes are permitted to operate.

AB 1774 04/09/2024. This bill would prohibit a person from selling a product or device that can modify the speed capability of an electric bicycle such that it no longer meets the definition of an electric bicycle.

AB 2234 04/01/2024 In committee: The bill will require anyone over the age of 12 without a valid driver's license to take an online e-bike safety training course and pass a written test to prove they understand traffic safety rules. Those without a valid driver's license must have a state-issued ID to operate an E-bike.

SB 295 06/16/2023 In committee. Allows Public Agency authority to regulate E-bikes, et. al. on public property.

SB 381 10/13/2023 Chaptered-Comprehensive study of E-bikes.

SB 1271 04/11/2024. This bill would clarify that an electric bicycle is a bicycle equipped with fully operable pedals and an electric motor with continuous rated mechanical power of not more than 750 watts. The bill would, if an electric bicycle is capable of operating in multiple modes, require a manufacturer and distributor to include on the label the classification number of the highest classes of which it is capable of operating. Also requires lab accreditation of micro mobility batteries.

APPENDIX 4

County of Orange Ordinance No. 18-002

AN ORDINANCE OF THE COUNTY OF ORANGE, CALIFORNIA AMENDING SECTION 2-5-29(n) OF THE CODIFIED ORDINANCES OF THE COUNTY OF ORANGE, REGARDING PROHIBITED MOTORIZED WHEELED CONVEYANCES.

The Board of Supervisors of the County of Orange ordains as follows:

SECTION 1. Section 2-5-29(n) of the Codified Ordinances of the County of Orange is hereby amended to read as follows:

Sec. 2-5-29.- Vehicle regulation.

(n) Motorized Wheeled Conveyance prohibited. No person shall operate or drive any electric or combustible motorized skateboard, scooter, dirt bike, mini bike, mini motor bike, mini motorcycle, go-kart, go-ped, all-terrain vehicle, quad runner, dune buggy or any similar electric or combustible motorized conveyance in any park, beach or recreational area, with the exception of Class 1 and Class 2 electric bicycles, as defined by the California Vehicle Code, on those regional paved, off-road bikeways designated for such use by the Director of OC Parks, with the approval of the Board of Supervisors.

California Penal Code Sections §933 and §933.05

(Note: To reduce grand jury requests for additional response information, the grand Jury has bolded those words in §933.05 which should be appropriately included in a response.)

933. (a) Each grand jury shall submit to the presiding judge of the superior court a final report of its findings and recommendations that pertain to county government matters during the fiscal or calendar year. Final reports on any appropriate subject may be submitted to the presiding judge of the superior court at any time during the term of service of a grand jury. A final report may be submitted for comment to responsible officers, agencies, or departments, including the county board of supervisors, when applicable, upon finding of the presiding judge that the report is in compliance with this title. For 45 days after the end of the term, the foreperson and his or her designees shall, upon reasonable notice, be available to clarify the recommendations of the report.

(b) One copy of each final report, together with the responses thereto, found to be in compliance with this title shall be placed on file with the clerk of the court and remain on file in the office of the clerk. The clerk shall immediately forward a true copy of the report and the responses to the State Archivist who shall retain that report and all responses in perpetuity.

(c) No later than 90 days after the grand jury submits a final report on the operations of any public agency subject to its reviewing authority, the governing body of the public agency shall comment to the presiding judge of the superior court on the findings and recommendations pertaining to matters under the control of the governing body, and every elected county officer or agency head for which the grand jury has responsibility pursuant to Section 914.1 shall comment within 60 days to the presiding judge of the superior court, with an information copy sent to the board of supervisors, on the findings and recommendations pertaining to matters under the control of that county officer or agency head and any agency or agencies which that officer or agency head supervises or controls. In any city and county, the mayor shall also comment on the findings and recommendations. All of these comments and reports shall forthwith be submitted to the presiding judge of the superior court who impaneled the grand jury. A copy of all responses to grand jury reports shall be placed on file with the clerk of the public agency and the office of the county clerk, or the mayor when applicable, and shall remain on file in those offices. One copy shall be placed on file with the applicable grand jury final report by, and in the control of the currently impaneled grand jury, where it shall be maintained for a minimum of five years.

(d) As used in this section "agency" includes a department.

933.05. (a) For purposes of subdivision (b) of Section 933, as to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent **agrees** with the finding.

(2) The respondent **disagrees wholly or partially** with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) For purposes of subdivision (b) of Section 933, as to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation **has been implemented**, with a summary regarding the implemented action.

(2) The recommendation **has not yet been implemented, but will be implemented** in the future, with a **timeframe** for implementation.

(3) The recommendation **requires further analysis**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This timeframe shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation **will not be implemented** because it is not warranted or is not reasonable, with an explanation therefor.

(c) However, if a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the board of supervisors shall respond if requested by the grand jury, but the response of the board of supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

(d) A grand jury may request a subject person or entity to come before the grand jury for the purpose of reading and discussing the findings of the grand jury report that relates to that person or entity in order to verify the accuracy of the findings prior to their release.

(e) During an investigation, the grand jury shall meet with the subject of that investigation regarding the investigation, unless the court, either on its own determination or upon request of the foreperson of the grand jury, determines that such a meeting would be detrimental.

(f) A grand jury shall provide to the affected agency a copy of the portion of the grand jury report relating to that person or entity two working days prior to its public release and after the approval of the presiding judge. No officer, agency, department, or governing body of a public agency shall disclose any contents of the report prior to the public release of the final report.

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
KEVIN KIRWIN

Councilmembers:
RHONDA SHADER
WARD L. SMITH
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

September 17, 2024

The Honorable Maria Hernandez
Presiding Judge, Orange County Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

RE: 2023-2024 ORANGE COUNTY GRAND JURY REPORT ENTITLED "E-BIKES FRIEND OR FOE"

Dear Judge Hernandez:

The City of Placentia has reviewed the 2023-2024 Orange County Jury Report, "E-bikes Friend or Foe." The report made several findings and recommendations on which the City of Placentia must comment, including Findings F1, F2, and F3, as well as recommendations R1, R2, and R3. Please consider this letter as the City's official response to these findings.

Finding 1 (F1): The majority of Orange County's 34 cities do not have ordinances or policies in place, which makes it difficult to address the safe operation and regulation of E-bikes leading to confusion.

City's Response: AGREE. The E-Bike trend is relatively new and has not been an issue for the City of Placentia until recently. However, the City has begun to receive an increase in complaints and traffic collisions involving E-bikes. The City believes creating municipal codes that specifically address the issues will reduce conflicts with motorists and pedestrians and provide a legal framework for enforcement.

Finding 2 (F2): Due to the increasing incidence of E-bike injuries and deaths, there is a need for consistent and accurate tracking by law enforcement and first responders, which does not exist now.

City's Response: AGREE. Currently, the lack of consistent data collection hampers the efforts to understand and address the issue. Effectively implementing a unified tracking system, perhaps through the State of California, would enhance safety measures and provide valuable data for policymaking.

Finding 3 (F3): Training and education on E-bike use and safety varies from city to city causing confusion amongst bike riders.

City's Response: AGREE. Standardizing key aspects of E-bike safety and education at a national or regional level could help mitigate the confusion amongst the public when it comes to E-bike laws and safety. Collaboration between cities to share best practices and resources could also enhance overall safety for E-bike users. The City will increase the amount of information we post on social media, including informational videos and traffic safety information, to educate the public on the laws and safe operation of e-bikes.

Recommendation 1 (R1): Each Orange County city should have specific policies that define the rules of the road for use of E-bikes in their communities by December 1, 2024.

City's Response: This recommendation has not yet been implemented and will require further analysis. The City of Placentia will have to create new municipal codes to address the specific issues that E-bikes are causing in the community. The City will work with its City Attorney's Office on this to draft appropriate language for the new code. The City will also collaborate with surrounding agencies to determine their plan to address the current issues.

Recommendation 2 (R2): Each Orange County city should have a mechanism in place to report accidents, injuries and deaths involving E-bikes by December 1, 2024.

City's Response: This recommendation has been implemented. Under California law, an E-bike is essentially treated the same as a standard bicycle—with a few exceptions. E-bikes are to be operated like conventional bicycles in California and are not considered "motor vehicles" under the California Vehicle Code. Under Placentia Police Department Policy 501.4.5, which addresses traffic collisions on roadways, a traffic collision report shall be taken when a collision occurs on a highway or private property within the jurisdiction of this department, which involves any injury or death to any person involved in the collision. The State Traffic Collision Report form already has a box that allows agencies to track collisions involving E-bikes. The traffic collision statistical data is retrievable through the California Statewide Integrated Traffic Record System (SWITERS). The City will also explore altering our Computer Aided Dispatch (CAD) / Records Management System (RMS) to expand our data collection to include enforcement efforts incidents involving E-bikes.

Recommendation 3 (R3): Each Orange County city should research and develop outreach and education programs regarding the safe operation of E-bikes for their residents by December 1, 2024.

City's Response: This recommendation will be implemented by December 1, 2024. The Placentia Police Department has received a grant from the California Office of Traffic Safety for DUI enforcement. We will be able to utilize some of the funds to conduct outreach to students regarding current traffic laws associated with E-bikes and the safe operation of E-bikes within the community. The City will also create videos for social media, YouTube, and the City's cable channel, which will contain information on the safe operation of E-Bikes. Cities with more funding and resources might offer more comprehensive training or educational programs compared to smaller cities with limited budgets.

Thank you for giving the City this opportunity to comment on the Grand Jury's findings and recommendations. Should you have any questions or need clarification regarding the City's responses, please do not hesitate to contact my office.

Sincerely,

Jeremy B. Yamaguchi
Mayor, City of Placentia

cc: Placentia City Council
Damien R. Arrula, City Administrator
Orange County Grand Jury

Agenda Item No: 1.m

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

Subject:
Approval of Final Parcel Map No. 2024-113 Pertaining to the Subdivision of an+/- 4.97 Acre Lot into Four Parcels, with a Remainder Parcel Located at 440 N. Jefferson with the R-3 (High Density Multiple Family Residential) Zoning District

Financial Impact:
Fiscal Impact: Approximately $3,000,000 of Total Development Impact Fee Revenue associated with the anticipated construction of 140 Townhomes.

Summary:
On September 3, 2024, City Council approved Tentative Parcel Map No. 2024-113 for the subdivision of one existing parcel into four (4) parcels, with a remainder parcel on a property located at 440 N. Jefferson Street (APNs: 346-162-01 and 346-162-02). The subject site is in the southeastern portion of the City, south of Orangethorpe Avenue and east of Jefferson Street at the intersection of Jefferson Street and Orangethorpe Avenue. The Parcel Map will subdivide the existing 4.97-acre lot into (4) separate parcels with a remainder parcel.

All conditions imposed upon the subject parcel map have been met pursuant to Section 66473.5 of the California Government Code. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the Placentia Municipal Code (PMC). The recommended actions will accept Final Parcel Map No. 2024-113.

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

1. Approve Final Parcel Map No. 2024-113, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2024-113.

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

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the City consistent with the City's Housing and Land Use Elements.

Discussion:
The subject site is in the southeastern portion of the City, south of Orangethorpe Avenue and east of Jefferson Street at the intersection of Jefferson Street and Orangethorpe Avenue. Access to the parcel is from Jefferson Street. The Parcel Map will subdivide the existing 4.97-acre lot into (4) separate parcels with a remainder parcel. While the subject Parcel Map is for financing purposes, it is notable that parcels 2, 3, 4, and the remainder lot do not have street frontage, as required by PMC Section 22.16.020 Area and Width - Residential Districts. However, this Parcel Map is solely for financing purposes, and one condition of the Parcel Map approval is to require a new subdivision map and related Development Plan Review for any future development. The subject site contains twelve active oil wells, which the applicant and property owner is currently in process of capping the wells. In the near future, when the subject site is developed, the applicant will submit certification of abandoned wells pursuant to all state, county, and local regulations.

Placentia Municipal Code (PMC) Section 22.80.010(a) requires a Parcel Map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires the Planning Commission to take action to recommend to the City Council conditional approval or denial of a proposed subdivision map. On July 9, 2024, the Planning Commission voted 5-0-2-0 (2 absent) to recommend approval of TPM 2024-113 to the City Council. On September 3, 2024, City Council approved Tentative Parcel Map No. 2024-113 for the subject subdivision.

All conditions imposed upon the subject parcel map have been met pursuant to Section 66473.5 of the California Government Code. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. The recommended actions will accept Final Parcel Map No. 2024-113, as shown and documented on the attached final map.

Fiscal Impact Summary:
Pursuant to PMC Title 5 all new development is subject to Citywide Development Impact Fees. The proposed Parcel Map will allow the developer to move forward with the future development, which will result in approximately 140 residential units. The subsequent construction of new townhomes in the future, made possible by this intermediary Final Parcel Map for funding purposes, will result in approximately $3,000,000 of total Development Impact Fee revenue. It should be noted that future construction will also require payment of user fees such as building plan check and building permit fees as well as annexation into CFD 2014-01 or its successor.

Attachments
PM 2024-113.pdf

SHEET 1 OF 4 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2024–113
NUMBERED PARCELS: 4
GROSS AREA: 4.954 ACRES
NET AREA: 4.794 ACRES

PARCEL MAP NO. 2024-113

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOT 36 AND 37 OF HAZARD'S SUBDIVISION AND AMENDED MAP OF RICHFIELD, PER MAP FILED IN BOOK 1, PAGE 26 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATE OF SURVEY:
FEBRUARY 2023

FOR FINANCE AND CONVEYANCE PURPOSES

ACCEPTED AND FILED
AT THE REQUEST OF
CHICAGO TITLE INSURANCE COMPANY

DATE _____

TIME _____ FEE $ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK–RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RESERVE EASEMENTS FOR INGRESS AND EGRESS ACCESS PURPOSES FOR PARCELS 1, 2, 3, 4, AND REMAINDER, AS SHOWN ON SAID MAP.

LAOR LIQUIDATING ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP.

BY: HAGE, INC., A CALIFORNIA CORPORATION, ITS GENERAL PARTNER

BY: _____
DAVID A. COLE
PRESIDENT

GUARANTEE ROYALTIES INC, A CALIFORNIA CORPORATION.

BY: _____
DAVID A. COLE
PRESIDENT

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____, BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, 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:

SIGNATURE _____
NOTARY PUBLIC IN AND FOR SAID STATE

NAME _____
(NAME PRINTED)

MY PRINCIPAL PLACE OF BUSINESS IS IN _____ COUNTY

MY COMMISSION NO. _____

MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

STANDARD OIL COMPANY, A CORPORATION HOLDER OF AN EASEMENT FOR PIPE AND POLE LINES PURPOSES PER DOCUMENT RECORDED NOVEMBER 3, 1919 IN BOOK 345, PAGE 72 OF DEEDS.

CITY OF PLACENTIA HOLDER OF AN EASEMENT FOR TREE WELL PLANTING AND IRRIGATION PURPOSES PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84–179403 OF OFFICIAL RECORDS.

CITY OF PLACENTIA HOLDER OF AN EASEMENT FOR PUBLIC ROADWAY AND UTILITY PURPOSES PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84–179404 OF OFFICIAL RECORDS.

GREKA OIL & GAS, INC, A COLORADO CORPORATION HOLDER OF AN EASEMENT FOR NON–EXCLUSIVE INGRESS AND EGRESS ROADS AND UNDERGROUND UTILITIES PIPELINES PURPOSES PER DOCUMENT RECORDED MARCH 26, 2009 AS INSTRUMENT NO. 2009000143928 OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LAOR LIQUIDATING ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP AND GUARANTEE ROYALTIES INC, A CALIFORNIA CORPORATION, IN FEBRUARY 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY.

DATED THIS _____ DAY OF _____, _____.

_____
DANE P. MCDOUGALL
L.S. 9297

PROFESSIONAL LAND SURVEYOR — DANE P. MCDOUGALL — L.S. 9297 — STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT (RELATIVE TO THE PARCEL MAP BOUNDARY).

DATED THIS _____ DAY OF _____, _____.

_____
LILY M. N. SANDBERG, CHIEF DEPUTY COUNTY SURVEYOR
L.S. 8402

PROFESSIONAL LAND SURVEYOR — LILY M. N. SANDBERG — No. 8402 — STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH AND THE MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, _____.

_____
CHRISTOPHER TANIO, P.E. 82756
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER,
CITY OF PLACENTIA

REGISTERED PROFESSIONAL ENGINEER — CHRISTOPHER TANIO — No. 82756 — CIVIL — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, _____.

_____
DENNIS W. JANDA, P.L.S. 6359
CITY SURVEYOR, CITY OF PLACENTIA

PROFESSIONAL LAND SURVEYOR — DENNIS WAYNE JANDA — No. 6359 — STATE OF CALIFORNIA

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF PLACENTIA }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, _____ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, _____.

_____
ROBERT S. MCKINNELL
CITY CLERK OF THE CITY OF PLACENTIA

COUNTY TREASURER–TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, _____.

SHARI L. FREIDENRICH _____ BY: _____
COUNTY TREASURER–TAX COLLECTOR — TREASURER – TAX COLLECTOR

SHEET 2 OF 4 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2024–113
NUMBERED PARCELS: 4
GROSS AREA: 4.954 ACRES
NET AREA: 4.794 ACRES

PARCEL MAP NO. 2024-113

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATE OF SURVEY:
FEBRUARY 2023

FOR FINANCE AND CONVEYANCE PURPOSES

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.
SEE SHEET 4 FOR EASEMENT DETAILS AND EASEMENT NOTES.

MONUMENT NOTES

(1) SEARCHED FOUND NOTHING. ESTABLISHED BY 5 TIES ON TOP OF CURB PER UNFILED C.R. 2024–2474. SEE DETAIL "A" HEREON.

(2) FOUND GEAR SPIKE AND WASHER STAMPED "LS 5921" PER R3, DOWN 0.1' IN ASPHALT, OFF S72°02'11"E 0.09' FROM CORNER.

(3) FOUND GEAR SPIKE AND WASHER STAMPED "LS 5921" PER R3, FLUSH IN ASPHALT, OFF S89°43'16"E 0.15' FROM CENTERLINE.

(4) FOUND SPIKE AND WASHER STAMPED "RCE 21005" PER R1, DOWN 0.2' IN ASPHALT.

(5) FOUND SPIKE AND WASHER STAMPED "RCE 21005" PER R1, FLUSH IN ASPHALT.

(6) OCS GPS NO. 5231
FOUND PUNCHED 2" BRASS DISK IN WELL MONUMENT, PER R1, R2, R3, R5. DOWN 2.0'.

(7) FOUND PUNCHED 1" BRASS DISK STAMPED "OCFCD R/W" PER R1, DOWN 1.5'. HELD FOR LINE PER R1, OFF S77°12'21"E 0.05' (0.08' R1).

(8) FOUND OPEN 1" IRON PIPE, DOWN 0.2', NO REFERENCE, OFF N52°38'08"E 0.13'.

(9) FOUND 2" IRON PIPE WITH NAIL AND TAG "LS 3999" PER R5, DOWN 0.2'.

(10) FOUND 1.5" OPEN IRON PIPE, DOWN 0.7', OFF S30°55'07"E 1.07', NO REFERENCE.

(11) FOUND 1" IRON PIPE WITH NAIL AND TAG "LS 2037" PER R1. DOWN 1.0'.

(12) FOUND 1.5" IRON PIPE WITH NAIL, NO TAG, DOWN 0.5'. ACCEPTED AS 1.5" IRON PIPE TAGGED "RCE 21005" PER R1.

(13) FOUND SPIKE AND WASHER STAMPED "ORANGE COUNTY SURVEYOR", DOWN 0.2' PER R2.

(14) FOUND LEAD, TACK, AND TAG STAMPED "LS 7725" ON TOP OF CURB IN LIEU OF SPIKE AND WASHER STAMPED "LS 7725" IN ASPHALT PER R1.

(15) FOUND SPIKE AND WASHER STAMPED "LS 5411" FLUSH IN ASPHALT, ACCEPTED AS SPIKE AND WASHER, ILLEGIBLE, DOWN 0.1' PER R1.

ESTABLISHMENT NOTES

(A) SEARCHED, FOUND NOTHING. ESTABLISHED THE CENTERLINE OF VAN BUREN STREET AND THE OLD CENTERLINE OF ORANGETHORPE AVENUE BY HOLDING RECORD DISTANCE OF 5.75' PER R2.

(B) SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTIONATE MEASUREMENT PER R2.

(C) SEARCHED, FOUND NOTHING. ESTABLISHED BY HOLDING A LINE FROM (9) TANGENT TO A THE 730.00' RADIUS CURVE ESTABLISHED TANGENT TO THE LINE BETWEEN (4) AND (7).

(D) SEARCHED, FOUND NOTHING. ESTABLISHED THE INTERSECTION OF THE CENTERLINE OF THE A.T.&S.F. RAILROAD RIGHT OF WAY WITH THE CENTERLINE OF VAN BUREN STREET BY HOLDING RECORD DISTANCE OF 118.83' FROM (A) PER R2 AND HOLDING RECORD ANGLE OF 90°16'52" PER R2.

MAP REFERENCES

R1 – RECORD OF SURVEY NO. 82–1126, R.S.B. 104/11.
R2 – TRACT NO. 19104, M.M. 998/26–30.
R3 – RECORD OF SURVEY NO. 2009–1071, R.S.B. 240/42–49.
R4 – TRACT NO. 13178, M.M. 618/41–42.
R5 – PARCEL MAP NO. 86–101, P.M.B. 219/18–19.
( ) – INDICATES RECORD OR CALCULATED DATA PER NOTED REFERENCE.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE VI, NAD 83, (2017.50 EPOCH OCS GPS ADJUSTMENT), AS DETERMINED LOCALLY BY A LINE BETWEEN CONTINUOUS GLOBAL POSITIONING STATIONS (CGPS) "SACY" AND "CNPP" BEING NORTH 65°16'44.3" EAST AS DERIVED FROM GEODETIC VALUES PUBLISHED AND ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR. SEE SHEET 3 FOR DEPICTION.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, NAD83, (2017.50 EPOCH OCS GPS ADJUSTMENT).

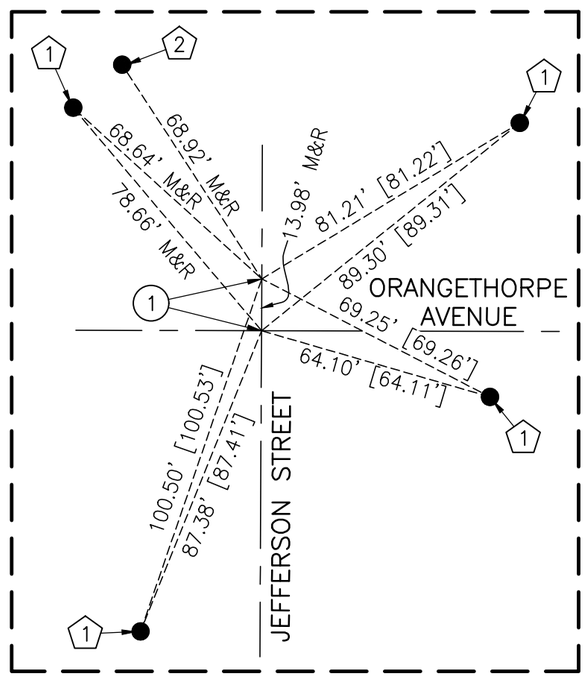
ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES MULTIPLY GROUND DISTANCE BY 0.999991139 (PROJECT SPECIFIC).

SURVEYOR'S NOTES

– THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

– THIS MAP IS FOR FINANCE AND CONVEYANCE PURPOSES AND ALL PARCELS SHOWN HEREON ARE NOT CONSIDERED TO BE SEPARATE BUILDING SITES.

– PRIOR TO THE SALE OF ANY PARCELS CREATED BY THIS SUBDIVISION, THE PARCELS SHALL HAVE LEGAL ACCESS TO A PUBLIC STREET OR HIGHWAY, EITHER BY PARCEL CONFIGURATION OR BE GRANTED AN EASEMENT FOR INGRESS AND EGRESS TO A PUBLIC STREET OR HIGHWAY BY A SEPARATE DOCUMENT. SAID ACCESS SHALL BE ADEQUATE FOR VEHICULAR ACCESS, EMERGENCY VEHICLE ACCESS AND SAFETY EQUIPMENT ACCESS AND INCIDENTAL PURPOSES.



DETAIL "A"
N.T.S.

DETAIL "A" TIE NOTES

(1) INDICATES FOUND LEAD, TACK, AND TAG STAMPED "LS 5411" ON TOP OF CURB PER UNFILED C.R. 2024–2474.

(2) INDICATES FOUND LEAD, TACK, AND TAG STAMPED "2009 081479A" ON TOP OF CURB PER UNFILED C.R. 2024–2474.

[ ] INDICATES RECORD DATA PER UNFILED C.R. 2024–2474.

M&R INDICATES MEASURED AND RECORD DATA PER UNFILED C.R. 2024–2474.

SHEET 3 OF 4 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2024–113
NUMBERED PARCELS: 4
GROSS AREA: 4.954 ACRES
NET AREA: 4.794 ACRES

SCALE: 1" = 60'

PARCEL MAP NO. 2024-113

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

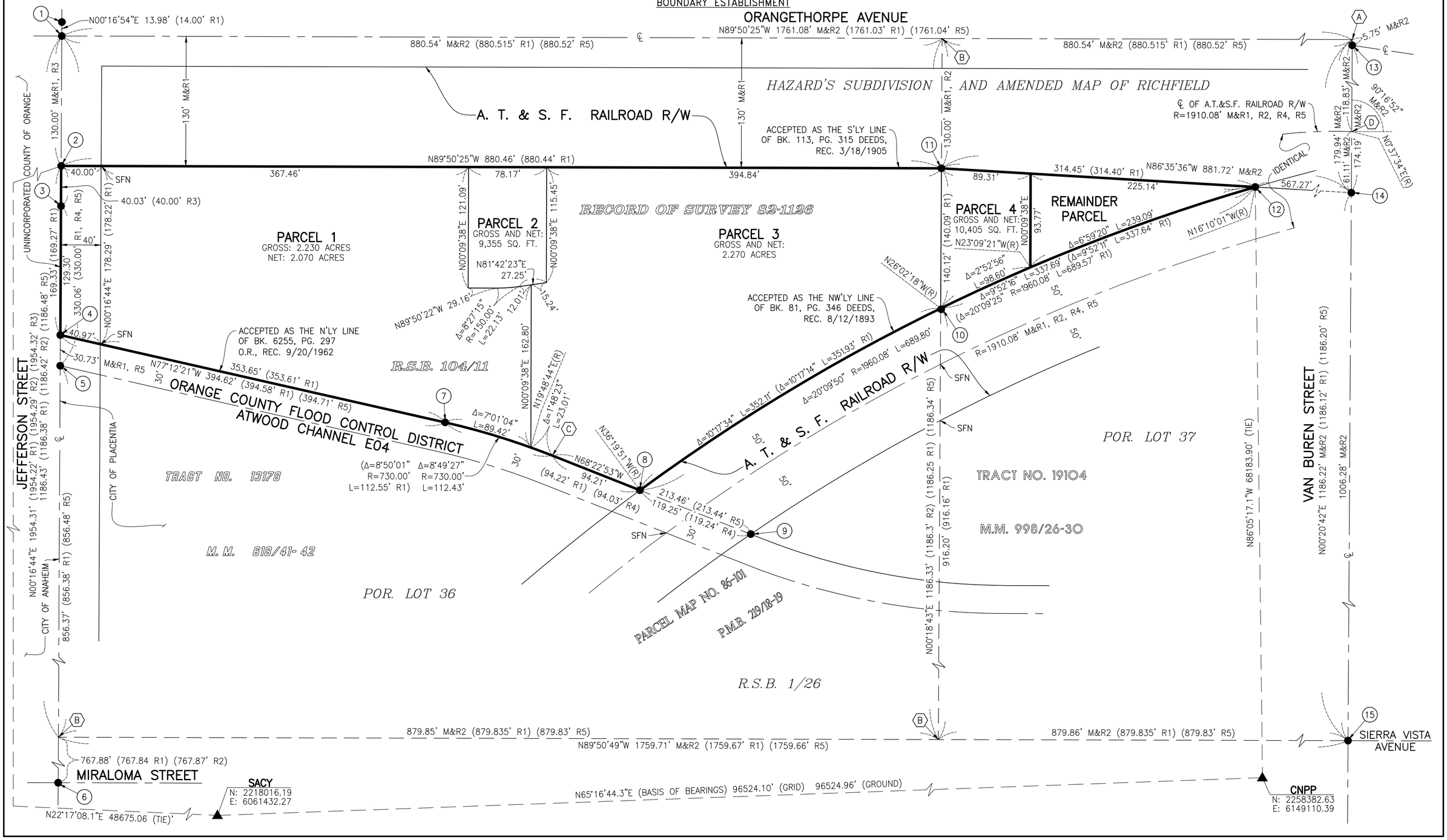
DATE OF SURVEY:
FEBRUARY 2023

FOR FINANCE AND CONVEYANCE PURPOSES

BOUNDARY ESTABLISHMENT

SEE SHEET 2 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, MAP REFERENCES, BASIS OF BEARINGS, DATUM STATEMENT, AND SURVEYOR'S NOTES.

SEE SHEET 4 FOR EASEMENT DETAILS AND EASEMENT NOTES.



SHEET 4 OF 4 SHEETS
ALL OF TENTATIVE PARCEL MAP NO. 2024-113
NUMBERED PARCELS: 4
GROSS AREA: 4.954 ACRES
NET AREA: 4.794 ACRES

PARCEL MAP NO. 2024-113

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATE OF SURVEY:
FEBRUARY 2023

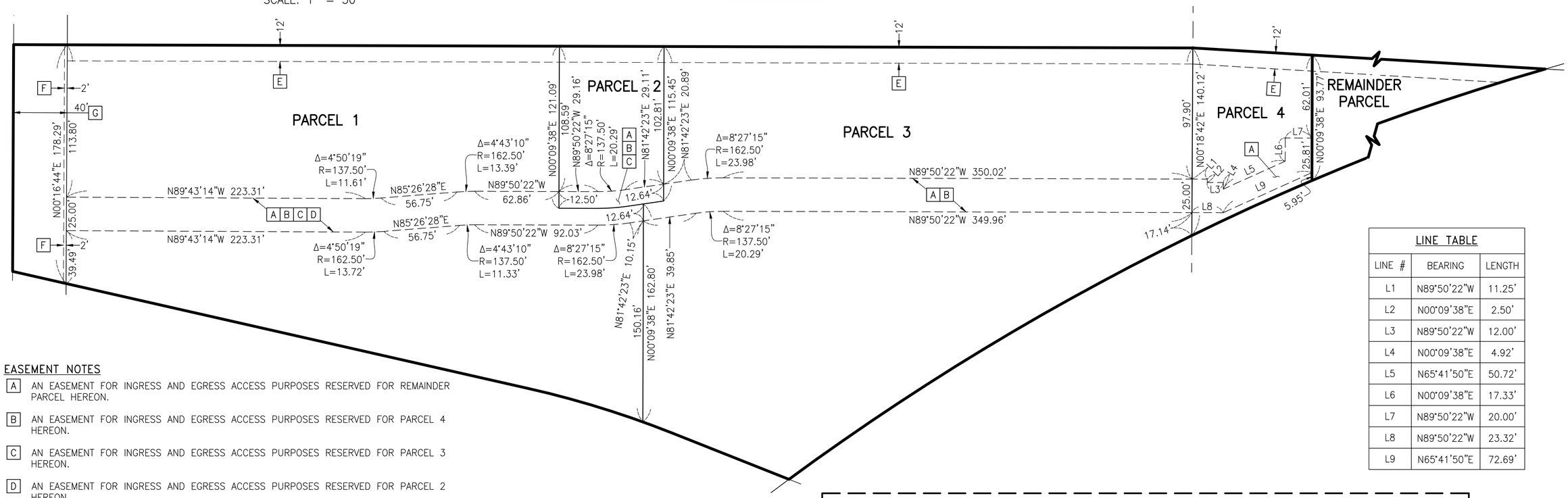
FOR FINANCE AND CONVEYANCE PURPOSES

SEE SHEET 2 FOR MONUMENT NOTES, ESTABLISHMENT NOTES, MAP REFERENCES, BASIS OF BEARINGS, DATUM STATEMENT, AND SURVEYOR'S NOTES.

SEE SHEET 3 FOR BOUNDARY ESTABLISHMENT.

SCALE: 1" = 50'

EASEMENT DETAILS



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N89°50'22"W	11.25'
L2	N00°09'38"E	2.50'
L3	N89°50'22"W	12.00'
L4	N00°09'38"E	4.92'
L5	N65°41'50"E	50.72'
L6	N00°09'38"E	17.33'
L7	N89°50'22"W	20.00'
L8	N89°50'22"W	23.32'
L9	N65°41'50"E	72.69'

EASEMENT NOTES

A AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR REMAINDER PARCEL HEREON.

B AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR PARCEL 4 HEREON.

C AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR PARCEL 3 HEREON.

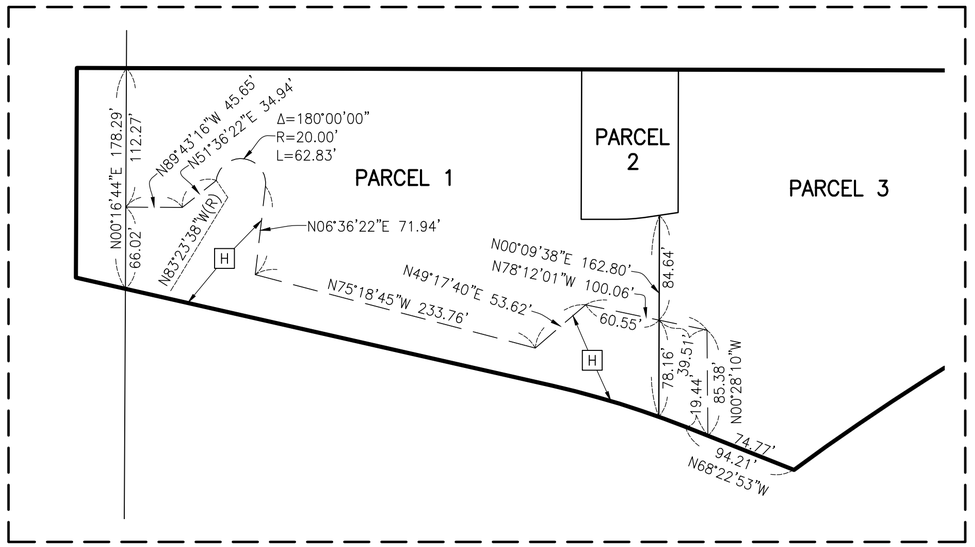
D AN EASEMENT FOR INGRESS AND EGRESS ACCESS PURPOSES RESERVED FOR PARCEL 2 HEREON.

E AN EASEMENT FOR PIPE AND POLE LINES PURPOSES IN FAVOR OF STANDARD OIL COMPANY, A CORPORATION PER DOCUMENT RECORDED NOVEMBER 3, 1919 IN BOOK 345, PAGE 72 OF DEEDS.

F AN EASEMENT FOR TREE WELL PLANTING AND IRRIGATION PURPOSES IN FAVOR OF THE CITY OF PLACENTIA PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84-179403 OF OFFICIAL RECORDS.

G AN EASEMENT FOR PUBLIC ROADWAY AND UTILITY PURPOSES IN FAVOR OF THE CITY OF PLACENTIA PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84-179404 OF OFFICIAL RECORDS. ACCESS RIGHTS TO JEFFERSON STREET HAVE BEEN RELINQUISHED EXCEPT AT APPROVED LOCATIONS PER DOCUMENT RECORDED MAY 1, 1984 AS INSTRUMENT NO. 84-179405 OF OFFICIAL RECORDS.

H AN EASEMENT FOR NON-EXCLUSIVE INGRESS AND EGRESS ROADS AND UNDERGROUND UTILITIES PIPELINES PURPOSES EASEMENT IN FAVOR OF GREKA OIL & GAS, INC, A COLORADO CORPORATION PER DOCUMENT RECORDED MARCH 26, 2009 AS INSTRUMENT NO. 2009000143928 OF OFFICIAL RECORDS. (A PORTION OF SAID EASEMENT DESCRIBED AS A 50-FOOT RADIUS CIRCLE IS INDETERMINATE FROM LOCATION) SEE DETAIL "B" HEREON.



DETAIL "B"
SCALE: 1" = 80'

Agenda Item No: 1.n

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Andrew Gonzales

From: Development Services

Subject:

Second Reading and Adoption of Ordinance No. O-2024-05, an Ordinance of the City Council of the City of Placentia, Amending Chapter 23.105, Specific Plan 5, to permit mixed-use development, parking structures, and associated development standards on Parcel No. 9 located on a 2.72-acre site on property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27)

Financial Impact:

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 are fees for service supporting the additional work for Staff created directly by the project's construction and would not be available for other City operations. An additional $2.6 million is anticipated from one-time Citywide 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.

Recommendation:

Recommended Action: It is recommended, if City Council chooses to adopt Ordinance No. O-2024-05:

Perform Second Reading and Adoption of Ordinance No. O-2024-05, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 23.105, Specific Plan No. 5, of the Placentia Municipal Code.

Attachments

1._Ordinance_O-2024-05-_SPA_2021-01_AG_JL_KS_cmw.docx

ORDINANCE NO. O-2024-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, 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 Attorney's Summary

This Ordinance would result in an amendment to Specific Plan No. 5 of the City of Placentia modifying Chapter 23.105, Specific Plan No. 5 (SP-5) allow mixed use (residential-commercial development) within the SP-5, Parcel 9 boundaries and will establish development standards for new mixed uses, including but not limited to gross lot area, floor area ratio (FAR), height, residential density, dwelling unit size, parking, setbacks and lot coverage of the City of Placentia Municipal Code (PMC), on property located at 777 W. Orangethorpe Avenue and 776 S. Placentia Avenue (APN 339-112-27).

WHEREAS, the City of Placentia wishes to amend the City of Placentia Municipal Code by modifying Chapter 23.105, SP-5, to modify and expand the existing land use designations allowed within SP-5, of the Parcel No. 9 boundaries (Attachment A, Exhibit 1), establishing development standards for new mixed-use developments (residential-commercial development), including but not limited to gross lot area, FAR, height, residential density, dwelling unit size, parking, setbacks and lot coverage, that said amendment to the specific plan and municipal code will not be detrimental to the health, safety, or general welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city; injurious to property or improvements within the neighborhood or within the city; nor consistent with the latest adopted General Plan for property located on an approximately 2.72-acre site along north of W. Orangethorpe Avenue, east of S. Placentia Avenue, (Attachment A) to allow for the construction and operation of a 248 multi-family residential dwelling unit development, with up to 3,000 square feet of commercial retail space and a 6-level parking structure, and certification of Mitigated Negative Declaration No. 2021-01 and finds that the MND was 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; and

WHEREAS, on or about July 9, 2023, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, and recommended that the City Council of the City of Placentia deny General Plan Amendment No. 2022-01, Specific Plan Amendment No. SPA 2021-01, Development Plan Review No. DPR 2022-02; and

WHEREAS, the City of Placentia provided notice of the City Council's public hearing in accordance with California Government Code Section 65090 and the City of Placentia Municipal Code Section 23.96.030; and

WHEREAS, on September 3rd, 2024, the City Council of the City of Placentia held a duly noticed public hearing at which time it considered all evidence presented, whether written or oral; and

WHEREAS, all other prerequisites to the adoption of this resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. In all respects as set forth in the Recitals of this Ordinance.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one (1) or more subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

SECTION 3. CEQA. The City has complied with the requirements of CEQA and the City of Placentia Environmental Guidelines. In adopting Resolution No. R-2024-60, the City Council certified and adopted Mitigated Negative Declaration No. 2021-01 and finds that the Addendum was 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.

SECTION 4. The City Council hereby amends the City of Placentia Municipal Code by modifying Chapter 23.105, Specific Plan No. 5 (SP-5), as set forth in Attachment "B", attached hereto and by this reference made a part hereof. The property depicted in Attachment "A" is proposed for a site modification to allow additional land uses, including mixed-use developments (residential-commercial), and parking structures. This modification will include establishing development standards for gross lot area, floor area ratio (FAR), building height, residential density, dwelling unit size, parking requirements, setbacks, and lot coverage.

SECTION 5. The City Council finds, in accordance with the requirements of Section 23.96.040 ("Amendments") of the Placentia Municipal Code, that the proposed amendment to the municipal code will not be detrimental to the health, safety or general

welfare of the persons residing or working within the neighborhood of the proposed amendment or within the city, and that it will not be injurious to property or improvements within the neighborhood or within the city. The City Council also finds that the amendment is consistent with the latest adopted General Plan.

SECTION 6. Effective Date. This Ordinance shall take effect on the 31st day after adoption.

SECTION 7. Certification. The City Clerk shall certify the passage of this ordinance and shall cause the same to be entered in the book of original ordinances of said City; shall make a minute passage and adoption thereof in the records of the meeting at which time the same is passed and adopted; and shall, within fifteen (15) days after the passage and adoption thereof, cause the same to be published as required by law, in a publication of general circulation.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on the 3rd day of September 2024.

PASSED, APPROVED AND ADOPTED this 17th day of September 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 3rd day of September 2024 and adopted at a regular meeting of the City Council of the City of Placentia, held on the 17th day of September 2024 by the following vote:

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

ATTEST:

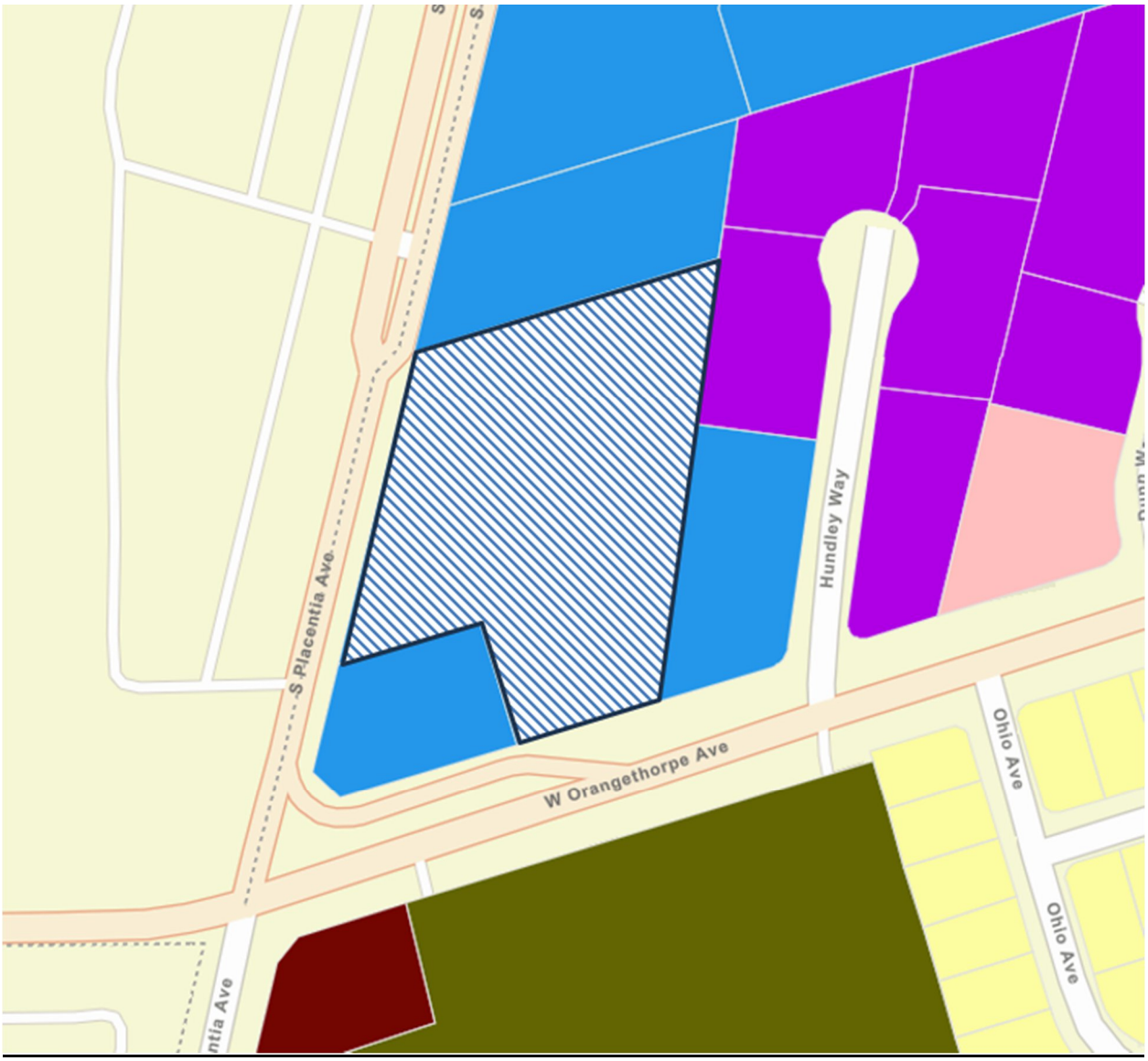
_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

ATTACHMENT A: Map of Project Area
ATTACHMENT B: Amendment to Chapter 23.105, Specific Plan 5

ATTACHMENT "A"
MAP OF PROJECT AREA



ATTACHMENT "B"
Amendment to Chapter 23.105, Specific Plan 5

CHAPTER 23.105 SPECIFIC PLAN 5

Note

* Prior ordinance history: Ordinances 86-O-118, 88-O-118 and 90-O-101.

§ 23.105.010. Location.

This specific plan shall encompass 19.13 +/- net acres at the northeast corner of Placentia Avenue and Orangethorpe Avenue, 727 +/- feet south of Crowther Avenue and lying west of Placentia Storm Drain Channel, represented by the following specific plan area map:



Exhibit A

(Ord. 95-O-118, 1995; Ord. O-2019-05 § 3, 2019)

§ 23.105.020. Purpose.

The specific plan is intended to provide a site for retailers and businesses, which through the characteristics of their respective services offered, cater to the entire community. (Ord. 95-O-118, 1995)

§ 23.105.030. Permitted uses for parcels 1, 2, 3, 4, 5, 6, 8 and 10.

All retail, business and office uses are permitted on these parcels as shown on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk, including but not limited to the following examples:

(1) Apparel stores;

(2) Appliance stores;

(3) Educational and training offices;

(4) Financial institutions;

(5) Food stores.

(6) General administrative offices;

(7) Health clubs;;

(8) Home improvement centers;

(9) Hotels with lounges;

(10) Medical and dental offices and clinics;

(11) Professional offices;

(12) Research and development including laboratories;

(13) Restaurants including drive-through facilities;

(14) Sales and service operations with or without light assembly and storage;

(15) Small outdoor seating areas per Section 23.81.165;

(16) Use conformity determination.

Notwithstanding the provisions of this section, the planning commission of the city of Placentia may, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether a proposed use, not otherwise specified in this section, conforms to the intent and purpose of this chapter with regard to permitted uses and has characteristics similar to those uses listed in this section. The city administrator shall determine the number of plot plans to be submitted together with the application. The planning commission shall make the findings required by Section 23.87.040(1) and (2) in making any such determination.
(Ord. 95-O-118, 1995; Ord. 97-O-107 § 1, 1997; Ord. O-2010-09 § 5, 2010)

§ 23.105.040. Permitted uses for parcels 6 and 7.

The primary purpose of parcels 6 and 7 is hotel in nature. All retail, business and office uses listed in Section 23.105.030 shall be permitted. (Ord. 95-O-118, 1995)

§ 23.105.050. Permitted uses for parcels 9 and 11.

The purpose of these parcels is to provide a site for motor vehicle dealerships, and for other selected other commercial uses. Hospitality uses listed in Section 23.105.030 shall be permitted. General retail, financial, office, medical, and restaurant uses including drive-through facilities listed in Section 23.105.030 shall be permitted. **On Parcel 9, a mixed-use project with up to 248 units shall be permitted.**
(Ord. 95-O-118, 1995; Ord. O-2019-05 § 3, 2019)

§ 23.105.060. Uses subject to obtaining a use permit for all parcels.

(1) Establishments that sell alcoholic beverages including on- and off-sale;
(2) Uses similar to those permitted in Section 23.105.030 with special design characteristics which have the potential to adversely affect the health, safety and general welfare of the surrounding neighborhood;
(3) Large outdoor seating areas per Section 23.81.165.
(Ord. 95-O-118, 1995; Ord. 97-O-107 § 2, 1997)

§ 23.105.070 Height.

Maximum allowable building height shall be seventy-five (75) feet. Rooftop amenities and architectural projections, such as and not limited to, clubhouses, swimming pools, tennis courts, open space areas, fitness centers, are permitted to project sixteen (16) ft. above the maximum height limit if integrated into the overall design of the project and the maximum rooftop building coverage is limited to forty (40) percent of the rooftop floor area.
(Ord. 95-O-118, 1995; Ord. O-2019-05 § 3, 2019)

§ 23.105.080 Lot coverage.

Not more than eighty-five (85) percent of the net lot area shall be devoted to main and accessory building area, parking area or driveways except on those lots containing an auto dealership where one hundred (100) percent coverage shall be permitted.
(Ord. 95-O-118, 1995)

§ 23.105.090 Front yard setback.

Minimum front yard setbacks shall be fifteen (15) feet. **The front yard setbacks on Parcel 9 shall be 10 feet.** All of the required yard area shall be landscaped and maintained, except for drive entrances.
(Ord. 95-O-118, 1995)

§ 23.105.100 Side yard.

Minimum side yard setback shall be fifteen (15) feet when adjacent to public streets. Side yards adjacent to public streets shall be landscaped and maintained. All other side yards shall be a minimum of three (3) feet. Parking shall be permitted within the side yard setback except in areas designed for landscaping. **Minimum side yard setbacks on Parcel 9 shall be 10 feet.**
(Ord. 95-O-118, 1995)

§ 23.105.110. Rear yard.

Minimum rear yard setback shall be fifteen (15) feet. A minimum of five (5) feet shall be landscaped and maintained. **Minimum rear setback on Parcel 9 shall be 10 feet.**
(Ord. 95-O-118, 1995)

§ 23.105.120. Distance between buildings.

The minimum distance between buildings shall be twelve (12) feet, except for buildings on parcels 9 and 11.
(Ord. 95-O-118, 1995)

§ 23.105.130. Walls and fences.

All fences shall be six (6) feet high chain link with one (1) inch private decorative slatting, color to be compatible with architecture of building. These fences shall occur along the southerly, easterly and northerly exterior property lines on parcels 1 through 7, as shown

on Exhibit A attached to the ordinance codified in this chapter and on file in the office of the city clerk.
(Ord. 95-O-118, 1995)

§ 23.105.140 On-site parking.

Parking shall be provided per Chapter 23.78 for all areas covered by the specific plan, with the following exceptions:

(1)

(A) Parking for parcels 1 and 2 shall be combined to meet requirements.

(B) Parking for parcels 3 and 4 shall be combined to meet requirements.

(2)

Reciprocal parking shall be provided between parcels 1 and 2 and parcels 3 and 4.
(Ord. 95-O-118, 1995)

(3) Parking for a mixed-use project on Parcel 9 shall be shared between the retail and the residential units. Residential parking shall be one (1) space per dwelling unit for bachelor and one (1) bedroom units, one and one half (1.5) spaces per dwelling unit for two (2) bedroom units, two (2) spaces per dwelling unit for three (3) bedroom units, and guest parking at one (1) space per five (5) dwelling units, which guess parking shall be shared with the retail.

§ 23.105.150 Signs.

All signs shall be integrated with the design of the development and shall reflect the architecture of the building except those provided for in Section 23.90.160 (temporary advertising devices) and shall not be located in such a manner as to constitute a hazard to pedestrian or vehicular traffic, and shall comply with all local building and electrical codes and their supporting structures shall be enclosed, structurally safe and maintained in good condition.

(1)

(A) Project entry monument signs shall not exceed four (4) feet in height and twenty-four (24) feet in length.

(B) Two project entry signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.

(2) Interior monument signs shall not exceed four (4) feet in height and ten and one-half (10.5) feet in length.

(3)

(A) Freeway signs shall not exceed twenty (20) feet in height above freeway driving surface.

(B) Freeway signs shall not exceed fifteen (15) feet in width.

(C) Two freeway signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.

(4)

(A) Building tenant directory signs shall not exceed six and one-half (6.5) feet in height and five (5) feet in width.

(B) Seven (7) building tenant directory signs as shown on Exhibit B, attached to the ordinance codified in this chapter, shall be permitted.

(5)

(A) Tenant identification signs shall meet the material and design criteria dictated by the sign specifications for the park.

(B) Each tenant identification sign shall not exceed one and one-half (1.5) square foot per lineal foot of building frontage on which the sign is located.

(6)

(A) Truck door identification signs shall be attached to the building. No portion of any sign may project more than six (6) inches from the face of the building to which it is attached.

(B) Each truck door identification sign shall not exceed four (4) square feet.

(7) Additional signs shall be permitted subject to the review and approval of the planning commission.

(Ord. 95-O-118, 1995)

Agenda Item No: 1.o

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024
Submitted by: Jennifer Lampman
From: Finance

Subject:
FY 2024-25 First Quarter Budget Report

Financial Impact:

Fund	Revenues (Including Transfers-In)	Appropriations (Including Capital & Transfers-Out)
General Fund	-	324,343
Special Revenue	1,447,091	1,486,876
Capital Projects (All Funds)	14,273,238	18,209,526
Enterprise Funds	132,790	429,090
Internal Service Fund	200,000	200,000
Total	**16,053,119**	**20,649,835**

Summary:
The City's Operating Budget is reviewed and presented to the City Council quarterly for recommended amendments and to provide current information on the financial activities of the City. Additionally, these types of quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as ensuring spending and revenues received throughout the year closely align with the adopted budget. This report includes requested departmental budget adjustments through the first quarter of fiscal year 2024-25, as well as continuing appropriations for capital projects from FY 2023-24.

Please note that the complete Staff Report is provided as an attachment.

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

1. Approve the First Quarter Budget Report and adopt Resolution No. R-2024-66, amending the City's FY 2024-25 Budget.

Strategic Plan Statement:
This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure Long-Term Fiscal Sustainability, under Objective #1.6 Update the existing 10-Year Financial Plan.

Attachments
Staff_Report_-__FY24-25_First_Q_Budget_Report-Updated (1).pdf
Attachment_1_-_Resolution_R-2024-66_-_FY24-25_Q1_Financial_Report.docx
Resolution - Exhibit A.pdf
Attachment 2- Placentia 1Q24 Newsletter.pdf
Attachment 3- Placentia Property Tax Newsletter.pdf

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: SEPTEMBER 17, 2024

SUBJECT: **FY 2024-25 FIRST QUARTER BUDGET REPORT**

FISCAL IMPACT:

Fund	**Revenues** (Including Transfers-In)	**Appropriations** (Including Capital & Transfers-Out)
General Fund	-	324,343
Special Revenue	1,447,091	1,486,876
Capital Projects (All Funds)	14,273,238	18,209,526
Enterprise Funds	132,790	429,090
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Total	**16,053,119**	**20,649,835**

SUMMARY:

The City's Operating Budget is reviewed and presented to the City Council quarterly for recommended amendments and to provide current information on the financial activities of the City. Additionally, these types of quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as ensuring spending and revenues received throughout the year closely align with the adopted budget. This report includes requested departmental budget adjustments through the first quarter of fiscal year 2024-25, covering the period through September 2024 as well as continuing appropriations for capital projects from FY 2023-24.

RECOMMENDATION:

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

1. Approve the First Quarter Budget Report and adopt Resolution No. R-2024-66, amending the City's FY 2024-25 Budget.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure Long-Term Fiscal Sustainability, under Objective #1.6 Update the existing 10-Year Financial Plan.

DISCUSSION:

The City adopted a balanced budget for FY 2024-25 on June 4, 2024, utilizing a combination of departmental reductions, monies set aside within the City's Section 115 trust, which is designed to fund retiree health costs and the $446,000 unfunded actuarial liability payment to CalPERS as well as reserve funding. Since June, the City has received additional information related to the budget including the final figures for insurance for FY 2024-25. The Adopted budget had included an increase of approximately $400,000 for insurance premiums from FY 2023-24 and based upon preliminary estimates from our broker; however the final figure was $88,000 higher than budgeted.

On the revenue side, the City had positive news on property tax with the City's taxable assessed value increasing 5.7% from FY 2023-24, beating the countywide average of 5.4%. The City's total assessed value is now at $9.5 billion, with the median price of a detached, single-family home now at $1,050,000.

Sales tax continues to be impacted by uncertainty in the economy and the loss of several local and national retail chains with locations in Placentia including CVS, Rubio's and the 99 Cents Store. On a positive note, and through some of the city's economic development efforts many of those shuttered locations have been leased by new retailers with store and/or restaurant openings expected within this fiscal year, including a new Ace hardware store that opened in July.

General Fund: The General Fund FY 2024-25 Adopted Budget included revenues of $50.4 million and expenditures of $50.9 million. The proposed operating budget adjustments in the FY 2024-25 First Quarter Budget Report include an increase in expenditures of $324,343. These adjustments include the carryover of funds for an ongoing classification and compensation study that began in FY 2023-24 but will not be complete until this fiscal year, increased costs for the City's animal services contract with the County of Orange, increased costs associated with tree maintenance and other smaller contract increases not finalized at the time of the original budget adoption. In addition to the proposed adjustments to the operating budget, $10,253,801 is proposed to be carried over from FY 2023-24 relating to capital projects supported by the General Fund. The largest project is the public safety building which includes $8,143,823 being carried over, with smaller projects such as the administrative office renovation, ADA transition plan, dog park planning and design, EIFD design, and Senior/Community Center 35% design also being carried over.

Adjustments to General Fund revenue are related to capital projects being carried over from FY 2023-24, specifically the bond proceeds supporting the public safety building project. No adjustments to operating revenue are proposed at this time.

General Fund Revenue:

	2024-25 Adopted	2024-25 Q1 Requests	2024-25 Q1 Amended
Revenue			
Property Taxes	21,796,023	-	21,796,023
Sales & Use Taxes	8,408,000	-	8,408,000
Other Taxes	7,896,040	-	7,896,040
Permits/ Licenses	2,788,900	-	2,788,900
Fines & Forfeitures	485,000	-	485,000
Intergovernmental	312,000	-	312,000
Charges for Service	1,716,990	-	1,716,990
Misc. Revenue	2,129,075	-	2,129,075
Subtotal Revenues	**45,532,028**	**-**	**45,532,028**
Operating Transfers-In	455,100	-	455,100
Measure U Transfer In:		-	
Employee Retention	2,665,800	-	2,665,800
OPEB	888,600	-	888,600
Reserve	888,600		888,600
Subtotal Transfers-In	**4,898,100**	**-**	**4,898,100**
Total Operating Resources	**50,430,128**	**-**	**50,430,128**
Capital Projects Revenue	-	7,150,174	7,150,174
Total Revenue	**50,430,128**	**7,150,174**	**57,580,302**

General Fund Expenditures:

	2024-25 Adopted	2024-25 Q1 Requests	2024-25 Q1 Amended
Operating Expenditures			
Legislative	1,075,316	-	1,075,316
City Administrator	1,055,675	-	1,055,675
Administrative Services	6,662,469	25,000	6,687,469
Finance	1,370,550	-	1,370,550
Development Services	1,782,450	-	1,782,450
Public Safety-Police	14,738,672	84,913	14,533,585
Fire & Life Safety	5,233,350	-	5,233,350
Public Works	3,999,786	116,430	4,406,216
Community Services	3,513,350	-	3,513,350
General Government	4,711,700	98,000	4,809,700
Subtotal Operating Expenditures	**44,143,318**	**324,343**	**44,467,661**
Non-Operating Expenditures			
Interfund Transfers Out	143,756	-	143,756
GF Debt Service	6,458,866	-	6,458,866
Subtotal Non-Operating Expenditures	**6,602,622**	**-**	**6,602,622**
Capital Improvement Program	180,000	10,253,801	10,433,801
Total Expenditures	**50,925,940**	**10,578,144**	**61,504,084**

Special Revenue Funds: Minor adjustments to the FY 2024-25 operating budgets in special revenue funds are proposed in the first quarter. See Exhibit A on the attached resolution for a detailed list of projects being carried over.

- Placentia Navigation Center: Approved increase of both revenue and expenditures of $1.4 million for operational costs and maintenance of the facility.
- Miscellaneous Grant: Receipt of a FEMA grant of $65,455 for Placentia Fire and Life Safety for training.
- Refuse Fund: Increase of $133,000 in revenue and $118,000 in expenses relating to changes in the refuse rates.

Capital Projects: The FY 2024-25 First Quarter Budget Report includes projects from the previous fiscal year that have not been completed and will be continued into the current fiscal year (carried over). Below is a summary of the capital projects' funding sources to be carried forward with the specific projects identified on Exhibit A of the attached resolution.

FY 2023-24 Capital Projects to be Carried Forward into FY 2024-25			
		Revenue	**Expense**
101	General Fund (0010)	7,150,174	10,253,801
117	Measure U Fund (0079)	-	986,477
209	State Gas Tax - RMRA (0060)	-	275,397
210	Measure M (0018)	-	35,710
215	Air Quality Management (0019)	-	285,638
233	Gen Plan Update Fees (0074)	-	177,012
234	Technology Impact Fees (0075)	-	71,385
238	City Traffic Impact Fees (0065)	-	185,000
242	City Pub Safety Impact Fee (0067)	-	38,633
243	City Quimby In Lieu Fee (0069)	-	299,428
246	TOD Traffic Impact Fees (0070)	-	314,601
247	TOD Sewer Impact Fees (0071)	-	125,971
248	TOD Streetscape Impact Fee (0072)	-	1,764
250	Thoroughfare Construction (0026)	-	4,172
270	CDBG Fund (0030)	28,936	-
280	Misc Grants Fund (0050)	2,308,837	1,990,962
401	City Capital Projects (0033)	4,785,291	3,175,892
	Total	**14,273,238**	**18,221,843**

See Exhibit A on the attached resolution for a detailed list of projects being carried over.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is summarized below with the detailed budget adjustments as listed in Exhibit A.

Fund	**Revenues** (Including Transfers-In)	**Appropriations** (Including Capital & Transfers-Out)
General Fund	-	324,343
Special Revenue	1,447,091	1,486,876
Capital Projects (All Funds)	14,273,238	18,209,526
Enterprise Funds	132,790	429,090
Internal Service Fund	200,000	200,000
Total	**16,053,119**	**20,649,835**

Based upon preliminary FY 2024-25 projections, which reflect an increase in revenues of $7,150,174 and an increase in expenditures of $10,578,144, primarily for capital projects, it is anticipated that the General Fund unassigned fund balance will decrease by $3.9 million on June 30, 2025 for a reserve level of 23%. Of the $3.9 million, $3.1 million is related to capital projects, specifically the public safety building representing $2.1 million or 67% of this total amount. The City previously committed $3.5 million in fund balance for this project in FY 2022-23. As this project has not been completed, this commitment is being carried over into FY 2024-25.

Staff will continue to monitor revenue and expenses throughout the fiscal year and develop a plan to increase reserves above 25% per Policy 460. It should be noted that historically revenue received for property tax has been higher than budget for the past several years and Staff is cautiously optimistic that this trend will continue for FY 2024-25, thereby helping to increase the projected reserve level. In addition Council recently directed Staff to research additional revenue opportunities that may be considered and Staff will be presenting those options in the coming month.

Prepared by:

_____
Jennifer Lampman
Director of Finance

Reviewed and approved:

_____
Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2024-66 – Authorizing a Budget Amendment in Fiscal Year 2024-25
    a. Exhibit A – Detailed Budget Adjustments
2. 2024 Q1 (January-March) Sales Tax Update
3. FY 2024-25 Property Tax Newsletter

RESOLUTION NO. R-2024-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2024-25 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2024-25 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2024-25, Resolution No. R-2024-38, is hereby amended to reflect the following available balances from FY2023-24 to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
See Exhibit A					

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

PASSED, ADOPTED AND APPROVED THIS 17th DAY OF SEPTEMBER 2024.

_____
Jeremy Yamaguchi, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of September 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 A Operating Budget Adjustments

Key	Budget Division	Object	Q1 Adjustments
780000	Navigation Center	4095	1,381,636
503066	Fire FEMA Training	4201	65,455
370000	Refuse Administration Fund	4354	33,000
370000	Refuse Administration Fund	4358	80,840
370000	Refuse Administration Fund	4710	18,950
400000	Risk Management/Revenue	4399	88,000
404582	Risk Mgt/Liability	4710	112,000
	Total Q1 Revenue		**1,779,881**
101512	Human Resources	6099	25,000
103041	Police Field Services	6148	7,000
103042	Police Investigation	6366	7,400
103043	Police Support Services	6099	3,755
103045	Animal Control	6280	27,558
103047	Traffic	6290	39,200
103652	Maint Svcs Street Maint	5005	26,000
103652	Maint Svcs Street Maint	6290	1,097
103654	Maint Svcs Facilities Maint	5005	47,600
103655	Medians and Parkways	6116	41,733
109595	General Government	6175	10,000
109595	General Government	6295	88,000
173555	Parks	6116	39,785
784070	Navigation Center CS	6290	1,331,636
784070	Navigation Center CS	6999	50,000
484356	Envrn Svcs Swr Maint Fnd-Swrs	6120	250,000
484356	Envrn Svcs Swr Maint Fnd-Swrs	6122	42,000
484356	Envrn Svcs Swr Maint Fnd-Swrs	6255	250
484356	Envrn Svcs Swr Maint Fnd-Swrs	6297	14,000
484356	Envrn Svcs Swr Maint Fnd-Swrs	6301	5,000
503066	Fire FEMA Training	6250	65,455
374386	Environmental Svcs Refuse Mgt	6099	30,000
374386	Environmental Svcs Refuse Mgt	6101	80,840
374386	Environmental Svcs Refuse Mgt	6290	7,000
404582	Risk Mgt/Liability	6201	200,000
	Total Q1 Expense		**2,440,309**

EXHIBIT A Capital Projects

Org Keys	Description	Object	Carryforward
105213	Public Safety Building	4201	700,000
305101	Old City Hall ADA Improvement	4201	28,936
331801	GoldenAv Bridge JL61116	4201	2,200,000
105213	Public Safety Building	4205	250,000
332908	HSIP Traffic Singals	4206	1,643,000
505003	Powell Build HVAC	4206	208,837
507313	Jaycee Parkette Renovation	4206	610,000
507911	La Placita Parkette Improvemen	4206	640,000
509104	Chapman Corridor	4206	130,000
509105	Adoption of CEQA Guidelines	4206	20,000
105213	Public Safety Building	4210	5,551
505212	Senior/Community Center 35%	4210	500,000
101206	Caltrans Public Art Program	4240	1,079,825
501301	FY 2022-23 Roadway Rehab Proje	4241	200,000
331201	FY 2021-22 Roadway Rehab Proj	4299	232,929
331201	FY 2021-22 Roadway Rehab Proj	4710	309,362
331301	FY 2021-22 Roadway Rehab Proj Anaheim Reimbursement	4710	400,000
105213	Public Safety Building	4985	5,114,797
	Total Revenue		**14,273,238**
509104	Chapman Corridor	6017	30,269
509105	Adoption of CEQA Guidelines	6017	20,000
749104	Chapman Corridor	6017	177,012
796302	IT Infrastructure Replacement	6364	60,949
101206	Caltrans Public Art Program	6730	109,750
101304	Citywide Median projects	6740	10,280
101508	City General Wayfinding Signage (No Monument or Gantry Signs)	6740	182,286
101509	City Intersection Street Name Sign Replacement (Wayfinding)	6740	131,701
181301	FY 2022-23 Roadway Rehab Proje	6740	35,710
331201	FY 2021-22 Roadway Rehab Proj	6740	62,145
331801	GoldenAv Bridge JL61116	6740	2,479,882
501301	FY 2022-23 Roadway Rehab Proje	6740	28,360
601509	City Intersection Street Name Sign Replacement (Wayfinding)	6740	275,397
701301	FY 2022-23 Roadway Rehab Project	6740	95,000
791302	FY 2022-23 Concrete Repair Pro	6740	457
791303	Citewide Median Improvements	6740	89,000
791304	Citywide Median projects	6740	9,937
192002	Orangethorpe TS Sync	6741	22,000
192203	Rose/Tustin Regional Traffic S	6741	53,000
192808	ImpHwy TS Synch-JL68010	6741	25,000
192809	ChapMal TSSynch-JL68004	6741	45,638
262002	Orangethorpe TS Synchro	6741	4,172
332908	HSIP Traffic Singals	6741	634,865
651508	City General Wayfinding Signage (No Monument or Gantry Signs)	6741	52,000
652002	Orangethorpe TS Synchro	6741	8,000

EXHIBIT A Capital Projects

Org Keys	Description	Object	Carryforward
652203	Rose/Tustin Regional Traffic S	6741	100,000
702001	TOD Traf Mitigation	6741	217,834
103101	TOD/Crowther Sewer Project	6750	8,731
713101	TOD/Crowther Sewer Project	6750	125,971
107507	Tuffree Park Sidewalk Replacement Project	6760	54,280
107510	Dog Park Planning and Design Services	6760	60,105
107911	La Placita Parkette Improvemen	6760	27,884
507313	Jaycee Parkette Renovation	6760	599,658
507911	La Placita Parkette Improvemen	6760	145,148
697210	Playground Resurfacing (Variou	6760	150,000
697212	McFadden Pergola Replacement	6760	50,000
697213	Koch Picnic Shelter Replacemen	6760	43,950
697302	Playground Shade Sails	6760	6,208
697303	Replace Park Benches	6760	49,270
797311	Gomez Park Landscape Improveme	6760	24,701
797507	Tuffree Park Sidewalk Replacement Project	6760	54,280
797508	Gomez Park and Playground Renovation Project	6760	96,110
797509	Koch Park Sidewalk Replacement Project	6760	50,000
109202	EIFD Design	6770	93,382
109401	ADA Transition Plan	6770	168,990
109402	IT Strategic Plan & Smart City Master Plan	6770	21,770
659302	Caltrans Sustainable Active Tr	6770	25,000
709201	Citywide Wayfinding Signage	6770	1,767
729201	Citywide Wayfinding Signage Pr	6770	1,764
799202	EFID Design	6770	90,096
799403	PW Maintenance Master Plan & Condition Assessment	6770	11,771
505003	Powell Build HVAC	6840	167,528
756205	Citywide Digitalization Proj	6840	71,385
796509	IT Emergency Repairs (Server HVAC & Key Reader System)	6840	185,000
108510	PD Patrol Units Replacement (7)	6842	89,407
105208	City Campus Modernization	6850	263,263
105212	Senior/Community Center 35%	6850	608,134
105213	Public Safety Building	6850	8,143,823
105307	Admin Office Improvement Project	6850	176,800
105507	Fire Station 2 Bay Door Replacement	6850	50,000
105508	EOC Office Space Renovation	6850	9,900
107508	Soil Samples for Gas Leak	6850	30,000
195208	City Hall Modernization Projec	6850	140,000
505212	Senior/Community Center 35%	6850	1,000,000
675308	Refurbish PD Traffic Bureau Wo	6850	324
675309	Refurbish PD Armory	6850	13,309
675311	Refurbish PD Motor Barn	6850	25,000
795208	City Hall Modernization	6850	126,449
795301	Refurbish Police Chief Admin C	6850	19,987
795302	Refurbish PD Jail Booking Area	6850	40,000

EXHIBIT A Capital Projects

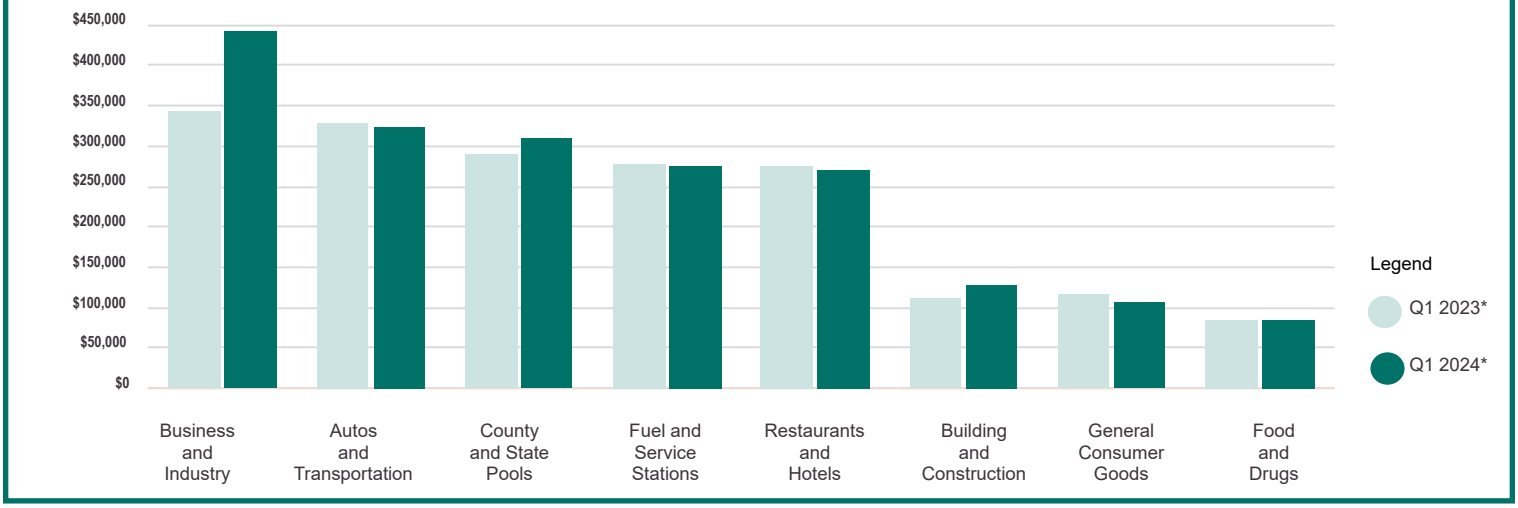
Org Keys	Description	Object	Carryforward
795303	Refurbish PD Report Writing Ro	6850	25,000
795305	City Hall/PD Interior Lighting	6850	17,510
795307	EOC Office Improvement Project	6850	1,232
795313	Whitten Center Flooring Improv	6850	50,000
795508	Gomez Teen Center Technology Project	6850	34,000
	Total Expense		**18,209,525**

CITY OF PLACENTIA
SALES TAX UPDATE
1Q 2024 (JANUARY - MARCH)

PLACENTIA	6.6%	-0.5%	-0.3%
TOTAL: $ 1,944,399	1Q2024	COUNTY	STATE

*Allocation aberrations have been adjusted to reflect sales activity

SALES TAX BY MAJOR BUSINESS GROUP



Measure U
TOTAL: $2,054,856
1.0%

CITY OF PLACENTIA HIGHLIGHTS

Placentia's receipts from January through March were 7.1% above the first sales period in 2023. Excluding reporting aberrations, actual sales were up 6.6%.

One time use tax payments helped to boost revenue from the business-industry sector.

The business-industry category reported a strong sales quarter.

Revenue from general consumer goods was up slightly compared to the year-ago period.

Continued consumer interest in dining out resulted in a modest increase in the restaurant-hotels industry.

Prices at the pump were lower in 1Q24 than in 1Q23, resulting in reduced totals from fuel-service stations.

Receipts from food-drugs remained flat when compared to the first quarter of 2023.

Higher interest rates combined with higher unit prices continued to plague the auto-transportation sector.

The City's share of the countywide use tax pool increased 6.7% when compared to the same period in the prior year.

Measure U, the City's voter-approved transactions and use tax, brought in an additional $2,054,856.

Net of aberrations, taxable sales for all of Orange County declined 0.5% over the comparable time period; the Southern California region was flat.

TOP 25 PRODUCERS

76
Arco AM PM
Audi North Oc
Beacon Sales Acquisition
Bejac
Best 4 Less 76
Chevron
CVS Pharmacy
Dell Marketing
Facility Solutions Group
Fairway Ford Sales
Marshalls
Mason West
Nickey Petroleum
Print & Finishing Solutions
Prosource of North Orange County
Ralphs
Roofing Wholesale
Ross
SC Motors
Schorr Metals
Stater Bros
Suburban Propane
TMG
United Service Technologies

STATEWIDE RESULTS

California's local one cent sales and use tax receipts during the months of January through March were 0.2% lower than the same quarter one year ago after adjusting for accounting anomalies. The calendar year first quarter is traditionally the lowest sales tax generating period; however, returns were more on par with the comparison period.

One of the only sectors continuing to display declines was autos-transportation. High interest rates created more expensive long-term financing costs. Combined with a dramatic cost of insurance coverage rate spike, this group declined 7.5%.

Fuel and service stations was the other sector with a drop over last year. As California drivers embark on summer travel, they'll do so with slightly elevated gas prices versus 2023, probably yielding the final period of negative results for the category heading into 2025.

During this post-holiday shopping period, general consumer goods experienced a soft rebound with very modest 0.5% growth. Although retailers selling gas were hurt by fuel prices, it did not stop family apparel and department stores from lifting revenues.

Restaurant activity contributed constant growth of 2.1%. Only fine dining establishments remain hindered as more affordable menus are preferred. Also, it appears some eateries made operational changes while implementing AB 1228; however, there isn't enough data yet to understand if this new bill impacted revenue.

Seemingly dramatic one-time events helped boost business-industry, as investments in office supplies-furniture and energy projects were a significant reason for 3.6% gains this quarter. Additionally, strong fulfillment center direct payments demonstrated sustained logistical expansion. When coupled with improved returns via the countywide use tax pools, customers demonstrated e-commerce preferences for obtaining various goods. Overall pool allocations improved 1.6%.

Statewide, 2024 begins in a more positive fashion compared to the recent trends of 2023. Buoyed 1st quarter results may signify 'the floor' helping ease tax revenue concerns while awaiting the next growth cycle. The Federal Reserve and their position with the Fed Funds Rate remains the most probable component between economic stagnation or spring-boarding consumer spending. Tourism and local travel in the coming summer period could further inspire confidence.

SALES TAX RATE BREAKDOWN 8.75%

State General Fund	3.9375%
City/County General Fund (Bradley-Burns)	1.0000%
Placentia Measure U (PLCT)	1.0000%
County Public Safety (Prop 172)	0.5000%
County Realignment (Mental Health/Welfare/Public Safety)	1.5625%
Countywide Transportation Fund	0.2500%
Orange County Local Transportation Authority (OCTA) (OCTA)	0.5000%
Tax Rate Effective April 01, 2019	**8.7500%**

TOP NON-CONFIDENTIAL BUSINESS TYPES

Placentia Business Type	Q1 '24*	Change	County Change	HdL State Change
Service Stations	201.5	3.9% ↑	-0.2% ↓	-0.8% ↓
Casual Dining	118.6	-7.7% ↓	2.0% ↑	2.3% ↑
Quick-Service Restaurants	115.0	3.4% ↑	4.4% ↑	2.7% ↑
Heavy Industrial	74.2	34.2% ↑	9.8% ↑	-4.1% ↓
Building Materials	72.2	25.0% ↑	3.5% ↑	-0.7% ↓
Family Apparel	54.1	12.6% ↑	0.8% ↑	7.4% ↑
Grocery Stores	48.2	2.5% ↑	3.5% ↑	2.8% ↑
Contractors	46.9	6.7% ↑	8.8% ↑	4.4% ↑
Auto Repair Shops	41.6	3.1% ↑	-1.5% ↓	-1.9% ↓
Light Industrial/Printers	34.3	-14.6% ↓	-2.1% ↓	-1.3% ↓

*Allocation aberrations have been adjusted to reflect sales activity *In thousands of dollars

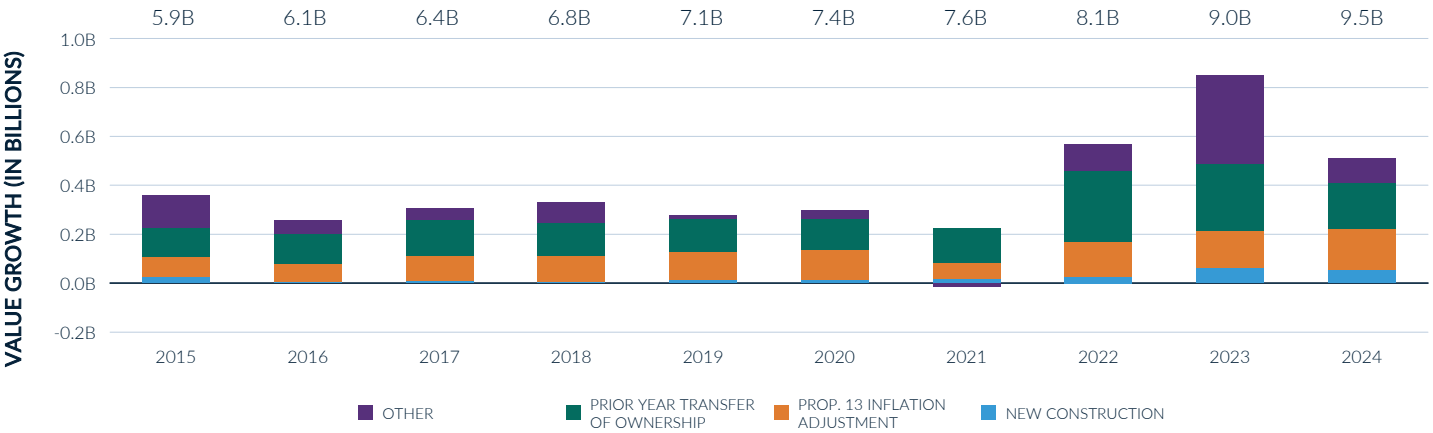
THE CITY OF PLACENTIA
PROPERTY TAX NEWSLETTER
TAX YEAR 2024/25

TAXABLE ASSESSED VALUE
$9.5 BILLION

+5.7%
PLACENTIA

+5.4%
COUNTY

HISTORY OF VALUE CHANGES BY CAUSE
INCLUDING TOTAL ASSESSED VALUE



The Other change category may include effects of assessment appeals, multi parcel sales, and changes to secured exemptions, personal property, or utility-owned property values

PROPERTY HIGHLIGHTS

The largest increase in secured assessed value was 1500 Cherry Street which increase $13.8 million primarily as a result of change of ownership.

The second largest increase in secured assessed value was 550 W Crowther Avenue which increased by $11.3 million as a result of change of ownership.

The third largest increase was 1314 N Angelina Drive which increased by $10.7 million as a result of a dropped exemption.

The fourth largest increase was 172 E La Jolla Street which increased by $5.8 million as a result of change of ownership.

TOP 10 OWNERS
WITH PRIMARY USE CATEGORY, TOTAL VALUE AND % OF ALL VALUE

1	310 S JEFFERSON STREET GROUND OWNER LP	RESIDENTIAL	$184 MILLION	1.94%
2	MG HERALD APARTMENTS LLC	RESIDENTIAL	$137 MILLION	1.44%
3	JEFFERSON CENTERPOINT LLC	RESIDENTIAL	$71.7 MILLION	0.76%
4	PLACENTIA 422	RESIDENTIAL	$64.4 MILLION	0.68%
5	GELT CHERRY STREET FEE OWNER LLC	RESIDENTIAL	$63.2 MILLION	0.67%
6	VILLA ANGELINA APARTMENT FUND LIMITED	RESIDENTIAL	$61.3 MILLION	0.65%
7	GRI VILLAGE CENTER LLC	COMMERCIAL	$60.6 MILLION	0.64%
8	HP BRADFORD TERRACE LLC	RESIDENTIAL	$45.8 MILLION	0.48%
9	NMC PLACENTIA LLC	COMMERCIAL	$42.3 MILLION	0.45%
10	SEDONA-PLACENTIA OWNER LLC	RESIDENTIAL	$42.1 MILLION	0.44%
	TOP 10 TOTAL		**$773 MILLION**	**8.14 %**

Agenda Item No: 3.a

PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: September 17, 2024

Submitted by: Nicolette Drulias

From: Administrative Services

Subject:
Consider the Formation of a Council Ad-Hoc Committee for a Limited Duration to work with Staff in developing draft recommendations for the upcoming City Centennial, including the structure of a future Steering Committee; the Ad-Hoc Committee will exist until Recommendations are made to the full Council or until February 2025

Financial Impact:
Fiscal Impact:
None

Summary:
The City of Placentia created a working group of Staff from the City Administrator's Office, Community Services, and Public Works to begin initial planning efforts for the City's upcoming centennial celebration in 2026. The City will celebrate its centennial on December 2, 2026, and plans to celebrate all year long with centennial-themed events, merchandise, a new City logo and updated branding, community involvement, a special birthday party celebration in December 2026, and more. In order to promote community involvement and ensure we are including unique community events and programs for this celebration; Staff is recommending initially the establishment of an Ad-Hoc City Council Centennial Committee comprised of two Councilmembers. The two Councilmembers will work with Staff to prepare draft recommendations for programming, events, and other items associated with the future centennial to the City Council for their consideration at a later date. Additionally, the two Councilmembers along with Staff will present recommendations for the composition of a Steering Committee comprised of different City organizations, non-profits and recognized community groups.

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

1. Formally appoint two (2) City Council members to an Ad-Hoc Centennial Committee to work with Staff to develop draft recommendations for events, programming and the structure of a future Centennial Steering Committee; and
2. Present said recommendations to the City Council in January 2025.

Strategic Plan Statement:

This item is consistent with the City Council approved 5-Year Strategic Goal to Increase Community Engagement/ under Objectives #4.1 and #4.2, which is to Evaluate Alternative and More Creative Methods of Community Outreach and Increase Community Engagement/Outreach.

Discussion:

The City of Placentia is approaching a significant milestone with its centennial celebration set for December 2, 2026. Recognizing the importance of this historic event, the City has initiated early planning efforts by creating a working group composed of key staff members from the City Administrator's Office, Community Services, and Public Works. This team has already begun laying the groundwork for a year-long celebration with community engagement efforts and activities highlighting Placentia's rich history and strong community.

As part of the centennial celebration, the City plans to introduce centennial-themed merchandise, unveil a new City logo and updated branding, and organize various events throughout 2026. These efforts will culminate in a birthday party celebration in December, commemorating the official 100th anniversary of Placentia's incorporation. The centennial allows the community to unite, encouraging pride and participation among residents, businesses, and local organizations.

To ensure that this celebration is inclusive and reflects the City's heritage, Staff recommends forming a Centennial Steering Committee at a later date. This Committee would be composed of representatives from City Staff, City Council, and various City organizations. The Steering Committee's primary role would be guiding the planning process, providing input on events, activities, fundraising, and outreach efforts while ensuring the celebration resonates with all of the community.

Staff recommends that the City Council appoint two (2) City Council Members to the Centennial Ad-Hoc Committee to provide feedback and recommendations on the composition of the future Centennial Steering Committee and the process to appoint community members to the Committee. These recommended actions will enable the City to move forward with its centennial planning strategically and inclusively.

Fiscal Impact Summary:

At this time, there is no fiscal impact associated with this item. The recommended actions will provide Staff with feedback and direction for beginning the centennial planning process. If approved, Staff plans to start meeting with the Ad-Hoc Committee as soon as possible and bring back their recommendations for approval to the larger City Council at the January 14, 2025, City Council Meeting with the goal of beginning to meet with the Steering Committee at the end of February 2025.

LEASE OF CNG FUELING STATION

This Lease dated as of October 1, 2024 ("Date of this Lease") is made and entered into by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY") and Trillium USA Company, dba California Trillium Company ("TRILLIUM") with regard to the leasing of certain portions of CITY's Corporation Yard, together with rights of access and entry thereto ("Lease").

1. Premises. CITY hereby agrees to lease to TRILLIUM and TRILLIUM agrees to lease from CITY that certain real property, together with improvements thereon, located in the City of Placentia, California, commonly known by the street address of 2999 E. La Jolla, hereinafter referred to as "the Premises", all as more particularly described in the plat attached hereto as Exhibit "A" and by this reference made a part hereof. The Premises includes improvements containing a Compressed Natural Gas Fueling ("CNG") Facility, with related appurtenances. CITY hereby grants to TRILLIUM a license over the driveway/road depicted on Exhibit "A" attached hereto in order to allow TRILLIUM and its employees, agents, invitees, customers, and other third parties to gain access to the Premises to and from the public road and such license shall be irrevocable during the Term (as defined below). Said Lease is subject to the terms, covenants, and conditions hereinafter set forth covenants, as a material part of the consideration for this Lease, to keep and perform each and every term, covenant, and condition of said Lease.

2. Term. The term ("Term") of this Lease shall extend from October 1, 2024 ("Commencement Date") until June 30, 2029. The twelve (12)-month period commencing on July 1, 2025, and each twelve (12)-month period commencing on July 1 throughout the Term, as extended, shall be referred to herein as a "Lease Year". Upon termination of this Lease, or any extension hereof, TRILLIUM shall quit the Premises and leave the same in a broom-clean condition. The agreement may be extended for an additional five-year term upon agreement of the parties.

3. Rent.

Base Rent. TRILLIUM and CITY agree that, subject to the terms of this Lease, during the Term specified in § 2, above, TRILLIUM shall pay to CITY, as base rent, the sum of Eighty Thousand Dollars ($80,000.00) per Lease Year. TRILLIUM and CITY agree that TRILLIUM shall pay to CITY said base rent within 30 days after each July 1 during the Term hereof, with the first years' rent of Sixty Thousand Dollar ($60,000.00) payable within 30 days after execution of the Lease by both CITY and TRILLIUM. Base rent payments shall commence and be payable to CITY within 30 days after July 1, 2025 and each Lease Year of the initial Term thereafter. Said rental, and any royalty or other payments to be made hereunder shall be paid to CITY, without deduction or offset except as expressly set forth in this Lease, in lawful money of the United States of America, at 401 E. Chapman Avenue, Placentia, California 92870, or at such other place as CITY may designate, in writing.

A. Royalty Payment(s). TRILLIUM and CITY further agree that, during the Term specified in § 2, above, TRILLIUM shall pay to CITY a sum equal to TRILLIUM's Four percent (4%) of all Revenue. Said royalty payment(s) shall be made annually, for the previous Lease Year, within 10 days of the end of the fiscal year, June 30.

B. Volumetric Excise Tax Credit ("VETC"). TRILLIUM and CITY agree that TRILLIUM will be eligible to file for, and receive, the VETC and that CITY shall not have any interest or rights to the same. While the VETC is in effect, TRILLIUM will refund CITY the credit received on all CITY fuel sales less the amount of applicable excise taxes. For example, if

TRILLIUM receives a $0.50 per GGE VETC, and taxes equate to $0.183 per OGE, TRILLIUM will refund the CITY .317 per OGE. To facilitate TRILLIUM's responsibilities to file for the VETC, ownership of the station gas meter will be transferred from the CITY to TRILLIUM and CITY shall take such other actions as a reasonably requested by TRILLIUM. If any VETC refunded to CITY is disallowed in a subsequent audit (unless due to the negligence of TRILLIUM), CITY shall reimburse TRILLIUM for such disallowed amount, including any additional interest or penalties that may be assessed.

C. Renewable Natural Gas Credit. TRILLIUM and CITY agree that, in the event that RNG, as defined by CalRecycle, becomes commercially available, TRILLIUM shall obtain 55,881 diesel gallon equivalent (DGE) of renewable natural gas (RNG) in calendar year 2024 and 85,971 DGE of RNG each calendar year through the Term specified above, which shall be credited to CITY. TRILLIUM shall provide documentation to CITY that RNG is deemed renewable per Department of Resources Recycling and Recovery (CalRecycle) definition and procured from a permitted anaerobic digestion facility in California. RNG procured from any other source or procured without CalRecycle acceptable documentation shall not be considered RNG.

D. TRILLIUM shall not be obligated to pay any rent or other amounts to CITY except as expressly set forth in this Section 3.

4. Audit. CITY shall have the right to audit TRILLIUM's financial statements related solely to the City's CNG Station every two (2) years. CITY shall select the auditor and shall cover one hundred percent (100%) of the cost of the audit.

5. Use. TRILLIUM shall use the Premises as a CNG facility and related uses, and shall not use or permit the Premises to be used for any other purpose without the prior written consent of CITY. Without limiting TRILLIUM's right to operate as a CNG Facility, TRILLIUM shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate of or affect any fire or other insurance upon the Premises or any of its contents, or cause cancellation of any insurance policy covering the Premises or part thereof or portion of its contents. Neither party to this Lease shall do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of the other party hereto or injure or annoy them or either parties' use or allow or permit the Premises to be used for any improper, immoral, unlawful, or objectionable purpose, nor shall either party cause, maintain, or permit any nuisance in or about the Premises nor commit or suffer to be committed any waste in or upon the Premises.

6. Compliance with Law. Without limiting TRILLIUM's right to operate a CNG Facility, TRILLIUM shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance, or other governmental rule or regulation now in force or which may hereinafter be enacted or promulgated. TRILLIUM shall, at its sole cost and expense, cause its operations and other activities on the Premises to promptly comply with all Federal, State, and CITY laws, statutes, ordinances, and other governmental rules, regulations, or requirements now in force or which may hereinafter be enacted or promulgated, including, but not limited to, Americans with Disabilities Act requirements, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises (collectively, "Laws and Regulations"), excluding structural changes not related to or affected by TRILLIUM's use(s) and acts. The final, non-appealable judgment of a court of competent jurisdiction or the admission by TRILLIUM in any action against TRILLIUM, whether CITY be a

party thereto or not, that TRILLIUM has violated any law, statute, ordinance, or any other governmental rule or regulation shall be conclusive of that fact as between CITY and TRILLIUM.

7. Alterations and Additions.

A. General. TRILLIUM shall not make or suffer to be made any alterations, additions, or improvements in or to or about the Premises or any part thereof, with a cost in excess of TEN THOUSAND ($10,000.00), without the written consent of CITY first had and obtained. Any alterations, additions, or improvements in, to or about the Premises including, but not limited to, wall coverings, paneling and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the Term, or any extension(s) thereof, become a part of the realty and belong to CITY and shall be surrendered with the Premises. If CITY's consent is required, and CITY consents to the making of any alterations, additions or improvements to the Premises by TRILLIUM the same shall be made by TRILLIUM at TRILLIUM's sole cost and expense. Upon the expiration or sooner termination of the Term hereof, TRILLIUM shall, upon written demand by CITY given at least twenty (20) calendar days prior to the end of the Term, or any extension(s) thereof, at TRILLIUM's sole cost and expense, forthwith and with all due diligence remove any alterations, additions, or improvements made by TRILLIUM designated by CITY to be removed, and TRILLIUM shall, forthwith and with all due diligence at its sole cost and expense, repair any damage to the Premises caused by such removal.

B. Mandatory Capital Improvements. TRILLIUM shall be responsible for all capital improvements to the station and solely responsible for funding all costs for such improvements.

8. Physical Condition of Premises; Waiver.

A. Except as set forth herein, by taking possession of the Premises, TRILLIUM shall be deemed to have accepted the Premises as being in good sanitary order, condition, and repair. TRILLIUM shall, at TRILLIUM's sole cost and expense, keep the Premises and any part thereof, including, but not limited to, roof, structure, foundation, parking areas, and equipment, in good condition and repair. TRILLIUM shall, upon the expiration or sooner termination of this Lease, or any extension(s) thereof, surrender the Premises to CITY in good condition. CITY shall have no obligation whatsoever to alter, improve or repair the Premises, or any part thereof, and the parties hereto affirm that CITY has made no representations to TRILLIUM respecting the condition of the Premises except as specifically set forth herein. TRILLIUM further agrees that it shall submit to CITY, prior to applying for any permits to renovate, reconstruct, improve, alter, or in any way modify the Premises, plans and specifications for CITY's approval.

B. CITY shall not be liable for any failure to make any such repairs, or to perform any maintenance except as specifically provided in this Lease. Except as may otherwise be provided herein, there shall be no abatement of rent and no liability of CITY by reason of any injury to or interference with TRILLIUM's business arising from the making of any repairs, alterations, or improvements in or to any portion of the Premises or in or to any fixtures, appurtenances, and equipment therein. TRILLIUM hereby specifically waives the right to make repairs at CITY's expense under any law, statute, or ordinance now or hereafter in effect provided that TRILLIUM shall be entitled to pursue any other remedies against CITY in connection with the same.

C. Subject to the terms of this Lease, TRILLIUM shall accept possession of the Premises, in an "as is" physical condition with no warranty, express, or implied, by CITY as to

the condition of the soil, its geology, the presence of known or unknown faults, its suitability for the use intended by TRILLIUM, any onsite soils contamination or any similar matters; provided, however, TRILLIUM shall have the right, but not the obligation, to perform an inspection of the Premises. If the Premises is unacceptable to TRILLIUM for any reason, in its sole discretion, then TRILLIUM shall have the right to terminate this Lease by providing a written notice to CITY within thirty (30) days after this Lease is executed by both TRILLIUM and CITY. If TRILLIUM elects to so terminate this Lease, neither party shall have any further rights or obligations under this Lease.

D. Notwithstanding anything in this Lease to the contrary, but subject to the obligations of TRILLIUM expressly set forth in Section 7.E below, TRILLIUM shall not have any liability for, and shall have no obligation to remediate or otherwise address in any manner any condition affecting the Premises prior to the Date of this Lease, including without limitation, any hazardous materials or conditions affecting the Premises prior to the Date of this Lease in violation of any and all present or future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), including, but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601 through 9675, inclusive; Transportation of Hazardous Materials, 49 U.S.C. App.§§ 5101 through 5128, inclusive; the Federal Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 through 6992, inclusive; 40 C.F.R. Parts 260 through 271, inclusive; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code§§ 78000 through 81050, inclusive; the California Hazardous Waste Control Act (HWCA), California Health and Safety Code §§ 25100 through 25259, inclusive; the Porter-Cologne Water Quality Control Act, California Water Code §§ 13000 through 16104, inclusive; and the Underground Storage of Hazardous Substances Act (USHS), California Health and Safety Code§§ 25280 through 25299.8, inclusive, all as the same may be amended from time to time (collectively, "Environmental Laws"), relating to the environment or to any hazardous substance, activity or material connected with the condition of the Premises.

E. TRILLIUM shall be responsible for the handling and disposal of any soils excavated by TRILLIUM in connection with the construction of the capital improvements to be installed by TRILLIUM, but TRILLIUM shall not be responsible for causing the Premises to comply with the requirements of any Environmental Laws notwithstanding that such compliance is required due to TRILLIUM's excavations.

9. Claims Against Premises. TRILLIUM shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialman's, contractor's or subcontractor's liens ("Claims") arising from, any claim for any work of construction, repair, restoration, replacement, or improvement of or to the Premises, but TRILLIUM shall pay or cause to be paid or bonded over any and all such claims or demands before any action is brought to enforce the same against the Premises. TRILLIUM agrees to defend, indemnify and hold CITY, CITY's elected and appointed officials, officers, employees, and agents and the Premises free and harmless from all liability for any and all such Claims together with CITY's reasonable attorneys' fees and all costs and expenses in connection therewith.

10. Maintenance of Premises. Except to the extent arising out of a breach by the CITY under this Lease, TRILLIUM agrees to maintain the grounds in and about the Premises as specified in Exhibit "B" hereto, by this reference incorporated herein and made a part hereof and to agrees to perform all scheduled and emergency maintenance at CNG Fueling Station at no cost to CITY. Maintenance of said Premises shall be to the reasonable satisfaction of CITY.

11. Equipment and Fixtures. Attached hereto as Exhibit "C" is an inventory of equipment and fixtures to be included with the Premises ("equipment"). CITY agrees that TRILLIUM is authorized to utilize said equipment during the Term of this Lease and any extension(s) thereof. Any and all equipment provided to TRILLIUM hereunder shall be properly maintained during the Term hereof and any extension(s), and TRILLIUM agrees to repair any damaged equipment or replace equipment destroyed or irreparably damaged with like kind and quality.

12. Utilities. TRILLIUM shall pay the cost of any and all water, electrical, gas or other utility services delivered to the Premises during the Term hereof and shall have such utilities installed and/or connected and maintained at TRILLIUM's sole cost and expense.

13. Taxes. TRILLIUM shall pay, or cause to be paid, before delinquency, any and all real property taxes and assessments and/or possessory interest taxes levied or assessed and which become payable during the Term hereof upon all of TRILLIUM's interest in and to the Premises, and the improvements, equipment, furniture, fixtures and personal property located in or about the Premises. TRILLIUM agrees that, without prior demand or notice by CITY, TRILLIUM shall, not less than fifteen (15) calendar days prior to the day upon which any such tax is due, provide CITY with proof of payment of such tax. Notwithstanding the foregoing, in the event any and all real property taxes and assessments and/or possessory interest taxes that TRILLIUM is obligated to pay would exceed Five Thousand Dollars ($5,000.000) in any calendar year, the parties agree to discuss a commensurate reduction in the amount of Base Rent. If CITY and TRILLIUM are unable to agree upon a reduced Base Rent within thirty (30) days after TRILLIUM first requests, in a written notice to CITY, that the parties discuss the reduction in Base Rent, then, TRILLIUM may terminate this Lease by providing written notice to CITY in which event this Lease shall te1minate and neither party shall have any further rights or obligations under this Lease.

14. Holding Over. If TRILLIUM remains in possession of the Premises or any part thereof after the expiration of the Term hereof, or any extension(s) as provided hereunder, with the express written consent of CITY, such occupancy shall be a tenancy from month-to-month.

15. Entry by CITY. TRILLIUM hereby agrees that representatives of the CITY, as designated by CITY's City Administrator, shall have, at all times, the right to enter the Premises and inspect the same to determine if the same complies with each and every Term and condition of this Lease and with all applicable CITY, County, State, and Federal laws, rules, ordinances and regulations relating to occupancy and the conduct of TRILLIUM's business. TRILLIUM hereby waives any claim for damages or for any injury or inconvenience to or interference with TRILLIUM's business, any loss of occupancy or quiet enjoyment of the Premises and any loss occasioned thereby to the extent CITY's actions causing the same rules, ordinances, and regulations. For each of the aforesaid purposes, CITY shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding TRILLIUM's vaults, safes, and files, and CITY shall have the right to use any and all means which CITY may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to TRILLIUM except for any failure to exercise due care for TRILLIUM's property. Any entry to the Premises obtained by CITY by any of said reasons, or otherwise, shall not, under any circumstances, be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of TRILLIUM from the Premises or any portion thereof.

16. Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by TRILLIUM:

A. Abandonment of the Premises by TRILLIUM without an intent to resume operations at the Premises, except upon written notice to CITY at least five (5) business days prior to such vacation in which case such vacation shall not be a default or breach and instead shall be deemed, for all purposes, to be a surrender of the Premises and termination of this Lease.

B. The failure by TRILLIUM to make any payment of rent or any other payment required to be made by TRILLIUM hereunder, as and when due, where such failure shall continue for a period often (10) calendar days after written notice thereof by CITY to TRILLIUM.

C. A failure by TRILLIUM to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by TRILLIUM, other than as described in § 16.B, above, where such failure shall continue for a period of fifteen (15) calendar days after written notice thereof by CITY to TRILLIUM, provided, however, that if the nature of the default involves such that more than fifteen (15) calendar days are reasonably required for its cure, then TRILLIUM shall not be deemed to be in default if TRILLIUM commences such cure within such fifteen (15) calendar day period and thereafter diligently prosecutes said cure to completion.

D. The making by TRILLIUM of any general assignment or general arrangement for the benefit of creditors, or the filing by or against TRILLIUM of a petition to have TRILLIUM adjudged a bankrupt, or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against TRILLIUM, the same is dismissed within thirty (30) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of TRILLIUM's assets located in or about the Premises or of TRILLIUM's interest in this Lease, where possession is not restored to TRILLIUM within thirty (30) calendar days; or the attachment, execution or other judicial seizure of substantially all of TRILLIUM's assets located in or about the premises or of TRILLIUM's interest in this Lease, where such seizure is not discharged in thirty (30) calendar days. Each of the thirty (30)-day periods set forth in this Section 15.D shall be extended as reasonably necessary if TRILLIUM is diligently pursuing the dismissal or other cure set forth herein.

17. Remedies in Default. In the event of any such material default of breach by TRILLIUM, CITY may at any time after expiration of the applicable notice and cure period as set forth in Section 15:

A. Terminate TRILLIUM's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and TRILLIUM shall immediately surrender possession of the Premises to CITY. In such event, CITY shall be entitled to recover from TRILLIUM all damages incurred by CITY by reason of TRILLIUM's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, if any, including necessary renovation and alteration of the Premises, for reasonable attorneys' fees and costs, any real estate commission actually paid, or the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the term after the time of such award exceeds the amount of such rental loss for the same period that TRILLIUM proves could be reasonably avoided. Unpaid installments of rent or other sums shall bear interest from due date thereof at the rate of twenty-five (25%) per annum or at the maximum legal rate then in effect in California, whichever is higher. In the event TRILLIUM shall have abandoned the Premises, CITY shall have the option of (1) Taking possession of the Premises and recovering from TRILLIUM the amount specified in this subparagraph, or (2) Proceeding under the provisions of the following subparagraphs.

B. Maintain TRILLIUM's right to possession, in which case this Lease shall continue in effect whether or not TRILLIUM shall have abandoned the Premises. In such event, CITY shall be entitled to enforce all of CITY's rights and remedies under this Lease, including the right to recover rent as it becomes due hereunder.

C. Pursue any other remedy now or hereafter available to CITY under the laws or judicial decisions of the State of California. Furthermore, TRILLIUM agrees that no election by CITY as to any rights or remedies available hereunder or under or pursuant to any law or judicial decisions of the State of California shall be binding upon CITY until the time of trial of any such action or proceeding.

18. CITY Default. The following shall be deemed a "CITY Default" by CITY hereunder and a material breach of this Lease: If CITY fails to keep, perform, or observe any of the covenants, agreements, terms, or provisions contained in this Lease that are to be kept or performed by CITY and CITY fails to commence and take such steps as are necessary to remedy the same within thirty (30) days after CITY is given written notice specifying the same, or having so commenced, thereafter fails to proceed diligently and with continuity to remedy the same. If a CITY Default occurs, TRILLIUM may, at any time thereafter prior to the curing thereof and without waiving any other rights hereunder or available to TRILLIUM at law or in equity TRILLIUM's rights being cumulative), do any one or both of the following:

A. If CITY's Default renders all or any portion of the Premises untenantable for those uses incidental to or customarily associated with the CNG Facility for more than 15 calendar days, TRILLIUM may terminate this Lease, in which event TRILLIUM shall have no further rights, duties or obligations hereunder.

B. TRILLIUM may perform CITY's obligations hereunder and offset the reasonable costs and expenses incurred by TRILLIUM in doing so against Base Rent thereafter coming due hereunder.

19. Peaceful Possession. CITY covenants that TRILLIUM, so long as it is not in default under this Lease, shall and may peaceably and quietly have, hold, occupy, use and enjoy the Premises during the Term and may exercise all of its rights hereunder, subject only to the provisions of this Lease and applicable governmental laws, rules and regulations. CITY agrees to warrant and forever defend TRILLIUM's right to such occupancy, use and enjoyment and the title to the Premises against the claims of any and all persons whomsoever lawfully claiming the same, or any part thereof, by. through or under CITY.

20. Offset Statement. TRILLIUM shall, at any time and from time to time upon not less than ten (10) calendar days' prior written notice from CITY, execute, acknowledge, and deliver to CITY a statement in writing: A. Certifying that this Lease is unmodified and in foll force and effect or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and B. Acknowledging that there are not, to TRILLIUM's knowledge, any uncured defaults on the part of CITY hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the property of which the Premises are a part.

CITY shall, at any time and from time to time upon not less than ten (10) calendar days' prior written notice from TRILLIUM, execute, acknowledge, and deliver to TRILLIUM a statement in writing: A. Certifying that this Lease is unmodified and in full force and effect or, if modified,

stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect and the date to which the rental and other charges are paid in advance, if any; and B. Acknowledging that there are not, to CITY's knowledge, any uncured defaults on the part of TRILLIUM hereunder, or specifying such defaults if any are claimed. Any such statement may be relied upon by any prospective purchaser or encumbrancer of all or any portion of the property of which the Premises are a part.

21. Assignment and Subletting. TRILLIUM shall not assign or transfer this Lease or any right hereunder to any other party or parties nor shall TRILLIUM sublet all or any portion of the Premises without first obtaining the written consent of CITY Any assignment or subletting of the Premises without such prior written consent shall be void for all purposes and CITY may, at its option, declare a forfeiture of the same in any manner provided by law. Consent to any such assignment or subletting shall be at CITY's sole discretion and CITY is not required hereunder to consent to any such proposed assignment of subletting of the Premises; provided, however, if CITY fails to approve any assignment of lease or other conveyance of TRILLIUM's interest in this Lease in connection with a sale of all, or substantially all, of the assets of TRILLIUM located in the state of California, then TRILLIUM may elect to terminate this lease by providing written notice to CITY. If TRILLIUM elects to so terminate this Lease, neither party shall have any further rights or obligations under this Lease.

22. Attorneys' Fees. In the event that any action or proceeding is brought by either party to enforce any term or provision of this Lease, the prevailing party shall recover its reasonable attorneys' fees and costs incurred with respect thereto.

23. Fixtures. All trade fixtures and/or temporary facilities or equipment installed in or on the Premises by TRILLIUM may be removed by TRILLIUM at any time during the Term of this Lease, or upon the expiration of the Term, so long as the same may be removed without permanent damage to the Premises. TRILLIUM shall repair all damage which may result therefrom to the reasonable satisfaction of CITY.

24. Indemnification. TRILLIUM agrees to defend, indemnify, and hold CITY and its elected and/or appointed officials, officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of TRILLIUM's negligence or TRILLIUM's acts or those of TRILLIUM's employees, agents, guests, or invitees in connection with TRILLIUM's use and occupancy of the Premises. CITY agrees to defend, indemnify, and hold TRILLIUM and its officers, agents, and employees free and harmless from all claims for damage to persons or property by reason of CITY's negligence or CITY's acts or those of CITY's employees, agents, guests, or invitees.

25. Insurance.

A. Fire and Extended Coverage.

1. TRILLIUM's Duty to Keep Improvements Insured. Throughout the Term hereof, at TRILLIUM's sole cost and expense, TRILLIUM shall keep or cause to be kept insured, for the mutual benefit of CITY and TRILLIUM all improvements located on or appurtenant to the Premises against loss or damage by fire and such other risks as are now or hereafter included in an extended coverage endorsement in common use for such structures, including vandalism and malicious mischief. The amount of insurance shall be no less than ninety percent (90%) of the then replacement cost, excluding costs of replacing excavations and foundations but without deduction for depreciation (herein called "full insurable value"). CITY shall not carry any

insurance the effect of which would be to reduce the protection or payment to TRILLIUM under any insurance that this Lease obligates TRILLIUM to carry. If any dispute as to whether the amount of insurance complies with the above cannot be resolved by agreement, CITY may, not more than once every three (3) months, request the carrier of the insurance then in force to determine the full insurable value as defined in this provision, and the resulting determination shall be conclusive between the parties for the purposes of this paragraph. TRILLIUM shall include the holder of any mortgage on the Lease as a loss payee to the extent of that mortgage interest.

2. Proceeds of Fire and Extended Coverage Insurance. CITY shall, at TRILLIUM's sole cost and expense, cooperate fully with TRILLIUM to obtain the largest possible recovery, and all policies of fire and extended coverage insurance required by subparagraph 24.A.1, above, shall provide that the proceeds shall be paid to CITY as follows:

a. The proceeds shall be deemed to be held in trust by the recipient to the uses and purposes prescribed by this Lease.

b. Disbursements of proceeds for repair, restoration, or reconstruction of improvements shall be made monthly on architect's certificates until all the work is completed and accepted; provided, however, that such disbursements shall not exceed ninety percent (90%) of the work in place until completion, acceptance, expiration of time for lien claims, and elimination of all liens claimed.

c. Any insurance proceeds remaining after complying with the provisions of this Lease relating to maintenance, repair, and reconstruction of improvements shall be the sole property of TRILLIUM

B. Insurance Requirements. Throughout the Term hereof, at TRILLIUM's sole cost and expense, TRILLIUM shall keep or cause to be kept in full force and effect, for the mutual benefit of CITY and TRILLIUM's insurance, in amount(s) and form(s) required by CITY's insurance requirements as set forth in Exhibit "D".

26. Authority of Parties. Each individual executing this Lease on behalf of TRILLIUM represents and warrants that he or she is fully authorized to execute and deliver this Lease on behalf of TRILLIUM and that this Lease is binding upon TRILLIUM in accordance with its terms.

27. Waiver. The waiver by either Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of rent hereunder by CITY shall not be deemed to be a waiver of any preceding breach by TRILLIUM of any term, covenant, or condition of this Lease, other than the failure of the TRILLIUM to pay the particular rental so accepted, regardless of CITY's knowledge of such preceding breach at the time of acceptance of such rent.

28. Time/Force Majeure. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor; provided, however, TRILLIUM shall not be considered in default in the event of: Riots, wars, sabotage, civil disturbances, insurrections, acts of government agencies, failure of local, State, or Federal agencies to issue necessary permits or licenses, strikes, or other labor disturbances, explosion, natural disasters such as floods, earthquakes, landslides, and fires, and "other catastrophic events" which are beyond the

reasonable control of TRILLIUM. The term "other catastrophic events" does not include: A. The financial inability of TRILLIUM to perform; or B. The failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of TRILLIUM.

29. Late Charges. TRILLIUM hereby acknowledges that late payment by TRILLIUM to CITY of rent or other sums due hereunder will cause CITY to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or of a sum due from TRILLIUM shall not be received by CITY or CITY's designee within ten (10) calendar days after written notice that said amount is past due, then TRILLIUM shall pay to CITY a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the cost that CITY will incur by reason of the late payment by TRILLIUM. Acceptance of such late charges by CITY shall in no event constitute a waiver of TRILLIUM's default with respect to such overdue amount, nor prevent CITY from exercising any of the other rights and remedies granted hereunder.

30. Sale of Premises by CITY. In the event of any sale of the Premises, CITY shall be and hereby in entirely freed and relived of all liability under any and all of the covenants and obligations contained in or derived from this Lease arising out of any act, occurrence, or omission occurring after the consummation of such sale. The purchaser, at such sale or any subsequent sale of the Premises, shall be deemed, without any further agreements between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out each and all of the covenants and obligations of CITY under this Lease.

31. Signs. TRILLIUM shall not place any sign(s) upon the Premises without CITY's prior written consent and approval thereof.

32. Inability to Perform. This Lease and the obligations of TRILLIUM hereunder shall not be affected or impaired because CITY is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of strike, war, civil insurrection, acts of God, or any other cause beyond the reasonable control of CITY.

33. Successors. Subject to the provisions of this Lease with respect to assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the successors of the respective parties.

34. Notices. Any notice required or permitted under the terms of this Lease shall be deemed served when personally served on TRILLIUM or CITY or when the same has been placed in the United States mail, postage prepaid, and addressed as follows:

Trillium USA	City of Placentia
Ryan Erickson Vice-President PO Box 26210 Oklahoma City, OK, 73126	Samantha Byfield Public Works Manager 401 E. Chapman Avenue Placentia, CA 92870

35. Execution by CITY Not a Waiver. TRILLIUM understands and agrees that CITY, by

entering into and executing this Lease, shall not have waived any right, duty, privilege, obligation or authority vested in the CITY to approve, disapprove or conditionally approve any application which TRILLIUM may be required to make under any laws, rules, ordinances or regulations now or hereafter in effect which said CITY may be empowered to apply, including, but not limited to any use permit or approval, whether similar in nature or not.

36. Post-Acquisition Tenancy. The parties hereto represent and warrant, each to the other, and acknowledge and agree that the other is acting in reliance on the representations and warranties that TRILLIUM is a post-acquisition tenant as the same is defined in Title 25 of California Code of Regulations (§ 6034(b)(1)). TRILLIUM therefore agrees that TRILLIUM has no claim to relocation benefits provided for under Title 25 of the California Code of Regulations or under the California Government Code. TRILLIUM further represents and warrants it has made these representations and warranties upon the advice of legal counsel of its own sole selection, which legal counsel has determined the foregoing is true and correct.

37. Entire Agreement. This Lease contains the entire agreement between the parties. No promise, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied on such party's own examination of this Lease, the counsel of such party's own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or improvements, to read the Lease or other documents or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

WHEREFORE, the parties hereto have entered into the Lease as of the date set forth below opposite the name of each signatory hereto.

California Trillium Company

Dated: 9/10/2024

By: Ryan Erickson
Ryan Erickson, Vice President

City of Placentia

Dated: _____

By: _____
Damien R. Arrula, City Administrator

Attest: _____
City Clerk and ex-officio Clerk of the
City of Placentia

Approved as to form:

By: _____
Christian L. Bettenhausen, City Attorney

EXHIBIT “A”
Legal description & Map

EXHIBIT "A"
LEGAL DESCRIPTION
C.N.G. LEASE PARCEL

A PORTION OF LOT 2 IN BLOCK 5 OF THE GOLDEN STATE TRACT IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, PER MAP RECORDED IN BOOK 4, PAGE 66 OF MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 2 PER RECORD OF SURVEY 2010-1076 FILED IN BOOK 247 RECORD OF SURVEYS, PAGES 14 TO 18 INCLUSIVE, ORANGE COUNTY RECORDS; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 2 NORTH 74°01'21" EAST 230.00 FEET TO THE **POINT OF BEGINNING**, SAID POINT OF BEGINNING ALSO BEING THE SOUTHEASTERLY CORNER OF A PARCEL GRANTED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA AS SHOWN ON SAID RECORD OF SURVEY;

THENCE LEAVING SAID SOUTHERLY LINE OF LOT 2, AND ALONG THE EASTERLY LINE OF SAID METROPOLITAN WATER DISTRICT PARCEL NORTH 15°58'25" WEST 168.00 FEET TO A POINT THAT IS 32.00 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 2 PER SAID RECORD OF SURVEY;

THENCE LEAVING SAID EASTERLY LINE NORTH 74°01'21" EAST TO A LINE THAT IS PARALLEL WITH AND 55.00 FEET EASTERLY FROM THE EASTERLY LINE OF SAID LOT 2 OF SAID RECORD OF SURVEY;

THENCE ALONG SAID PARALLEL LINE SOUTH 15°58'25" EAST 168.00 FEET TO SAID SOUTHERLY LINE OF LOT 2 OF SAID RECORD OF SURVEY;

THENCE LEAVING SAID PARALLEL LINE AND ALONG SAID SOUTHERLY LINE OF LOT 2 SOUTH 74°01'21" WEST 55.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 9,240 SQ. FT. MORE OR LESS.

SUBJECT TO ALL COVENANTS, RIGHTS, RIGHT-OF-WAY AND EASEMENTS OF RECORD. ALL AS SHOWN ON THE PLAT ATTACHED HERETO AS "EXHIBIT B" AND BY THIS REFERENCE MADE A PART HEREOF.

THIS LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE LAND SURVEYOR'S ACT.

PORTION OF APN: 344-102-09

PREPARED BY
NV5, INC.

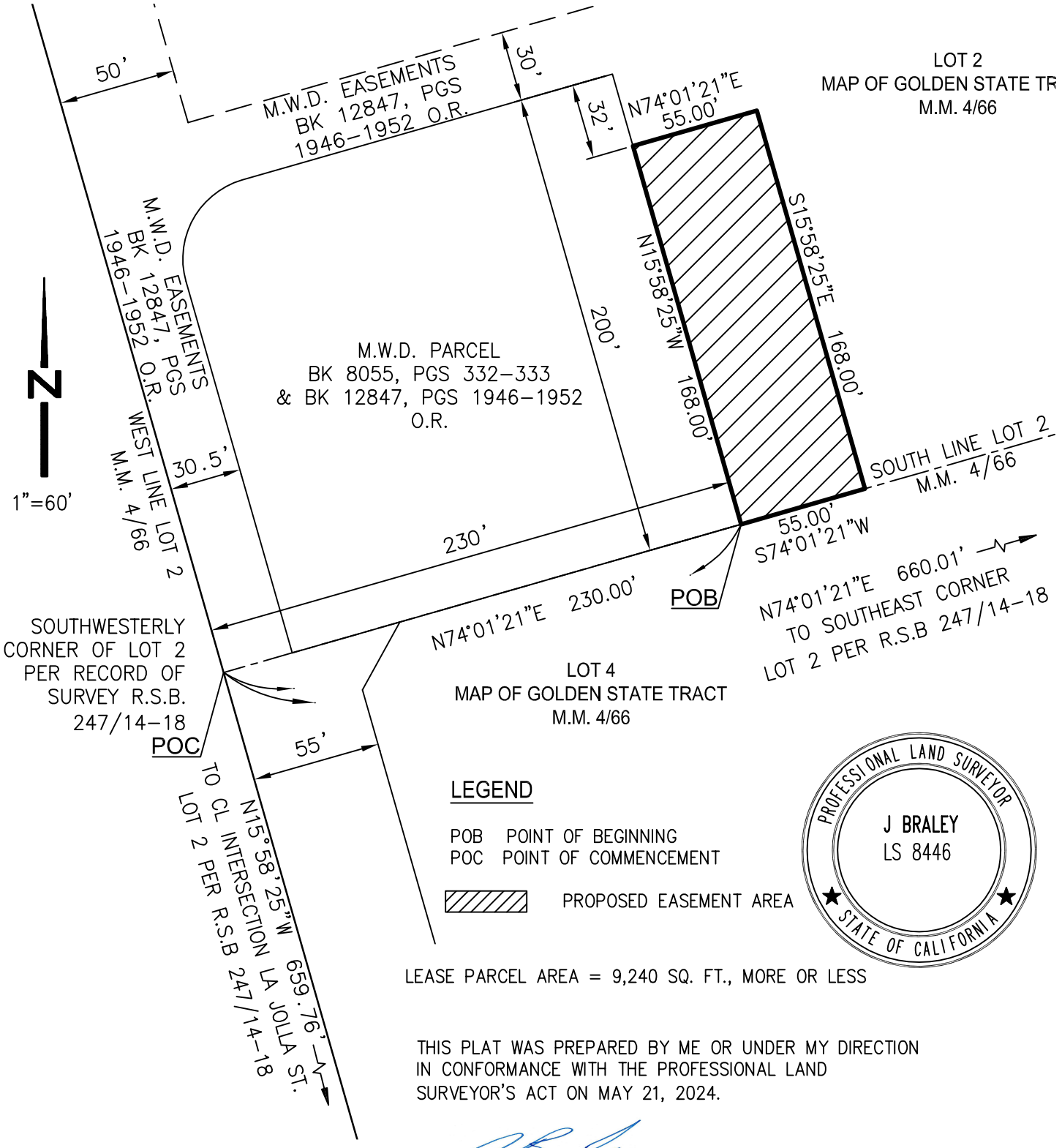


_____
J BRALEY, L.S. 8446

05-21-2024
DATE



EXHIBIT "B"



LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

PROPOSED EASEMENT AREA

PROFESSIONAL LAND SURVEYOR
J BRALEY
LS 8446
STATE OF CALIFORNIA

LEASE PARCEL AREA = 9,240 SQ. FT., MORE OR LESS

THIS PLAT WAS PREPARED BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT ON MAY 21, 2024.

5-21-2024

J BRALEY L.S. 8446 DATE

PREPARED FOR:
CITY OF PLACENTIA

NV5
15092 AVENUE OF SCIENCE, SUITE 200
SAN DIEGO, CA 92128
P: 858.385.0500 WWW.NV5.COM

CNG STATION LEASE PARCEL
2999 E. LA JOLLA STREET
ANAHEIM, CA 92806

SHEET NUMBER 1 OF 1 SHEETS

PREPARED FOR: CITY OF PLACENTIA DATE SUBMITTED: 05/21/2024

JOB NUMBER P27624-0003[illegible]

Exhibit “B”
Maintenance Schedule

Schedule

Preventative Station Maintenance Matrix

Station Maintenance Schedule

Maintenance Activity	Weekly	Monthly	Semi-Annual	Annual
Visual site inspection	///			
Monitor/record station operation	///			
Check equipment fault history	///			
Check for unusual noises and operating conditions	///			
Check skids for gas leaks	///			
Check compressor oil level	///			
Check for oil leaks	///			
Inspection/replacement of compression system filters	///			
Clean and inspect fast fill dispensers and nozzles	///			
Clean and lubricate breakaway couplings	///			
Check hoses and nozzles	///			
Complete reports	///			
Drain oil from skid recovery system	///			
Drain condensate pot	///			
Verify proper function of alarm and ESD system	///			
Inspect lubrication system and compressor oil	///			
Drain dryer liquid	///			
Drain oil from dispensers	///			
Cycle dryer		///		
Lubricate motors		///		
Lubricate fan bearings		///		
Service air dryer		///		
Change compressor coalescing filter			///	
Change dispenser coalescing filters			///	
Change air compressor oil			///	
Check/drain storage vessels			///	
Check/tighten fan belts			///	
Calibrate dew point sensors on dryer				///
Service gas dryer				///
Change dryer filters				///
Check all compressor safety shutdowns				///
Check ESD operation				///
Check all station shutdowns				///
Check dryer safety shutdowns				///
Test dispenser hoses				///
Check/test pressure relief valves				///
Station safety audit				///

Compressor Recommended Maintenance

Trillium Maintenance Schedule

Maintenance Activity	Bi- Weekly	Monthly	6 Mos/4000 Hrs.	Annual/8000 Hrs.	2 Yrs/1600Hrs	4 Yrs/32000 Hrs	6 Yrs/4800 Hrs
Check Frame Oil Pressure	/////						
Check Frame Oil Level	/////						
Check Lubricator Block Indicator	/////						
Check Packing Vents	/////						
Check for Gas Leaks	/////						
Check for Oil Leaks	/////						
Check Operation Pressures and Temps	/////						
Check Lube Oil Level	/////						
Check for Abnormal noise	/////						
Check for Abnormal Vibration	/////						
Check and Confirm Safety Shutdown Function		/////					
Change Oil Filter			/////				
Change Oil (or as needed)			/////				
Check Crankcase for Foreign Material			/////				
Check/Re-Torque Base Bolts			/////				
Check/Replace High Pressure Piston Rings			/////				
Check Main Bearing Clearance				/////			
Check Crosshead Guide Clearance				/////			
Inspect/Replace Valves				/////			
Inspect Cylinder Bore				/////			
Inspect/Replace Piston Rings				/////			
Inspect/Replace Piston Rods				/////			
Rebuild Cylinder Packing Cases				/////			
Inspect/Re-Align Coupling				/////			
Check/Record Rod Run Out				/////			
Check/Replace DNFT				/////			
Pressure Test Lubricator Distribution Blocks				/////			
Check Auxiliary Gears and Chain					/////		
Rebuild Oil Wiper Cases					/////		
Check Main/Connect Rod Bearing Clearance						/////	
Check Crosshead Guide Clearance						/////	
Check Crosshead Pin Busing						/////	
Check Piston Ring Groove						/////	
Replace Main and Connecting Rod Bearings							/////
Replace Lubricator Distribution Blocks							/////
Replace Crosshead Bushings							/////

Exhibit C
Equipment List

EXHIBIT C – EQUIPMENT LIST

The following is a list of CNG equipment on site, including make and model.

- 1 - JW Power Company EA-200-2-4 Compressor Package
- 1 - Xebec Single Tower Natural Gas Dryer STR-30NGX-3S
- 2 - Kraus Dual Hose Dispensers HAM 2D CGG-P63CX12B2B01
- NCR Fuel Management
- 6 – CP Industries 20” ODX21’ ASME Pressure Vessels
- Electrical Distribution Gear and Motor Control Center
- Trillium Control System

Exhibit D
Insurance Requirements

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

- Commercial general liability insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Minimum Limits: $2,000,000.00 per occurrence; $4,000,000.00 general aggregate; $4,000,000.00 products/completed operations aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. The required limits may be provided by a combination of general liability insurance and commercial excess or umbrella liability insurance. If Contractor maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.
- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it must be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- Coverage shall be continued for three (3) years after completion of the work.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. City shall continue to be an additional insured for completed operations for three (3) years after completion of the work. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products/completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- The policy shall cover inter-insured suits and include a “separation of insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a contractors’ warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required evidence of coverage:
    1. Copy of the endorsements naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
    2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
    3. Properly completed certificate of insurance; and
    4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

2. Business Automobile Liability Insurance

- Minimum Limit: $2,000,000.00 combined single limit per accident.
- Coverage shall apply to all owned, hired, leased, and non-owned vehicles.
- City shall be endorsed as additional insured.
- Required evidence of coverage:
    1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds; and
    2. Properly completed certificate of insurance.

3. Workers’ Compensation & Employer’s Liability Insurance

- Workers’ compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employer’s liability with limits of $1,000,000.00 per accident; $1,000,000.00 disease per employee; $1,000,000.00 disease per policy.
- The policy shall include a written waiver of the insurer’s right to subrogate against City.
- Required evidence of coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed certificate of insurance.

4. Contractor’s Pollution Liability Insurance

- Minimum Limits: $2,000,000.00 per pollution incident; $2,000,000.00 policy aggregate.
- Coverage shall apply to pollution incidents at or from any location at which Contractor

is performing work under this Agreement.

- Any deductible or self-insured retention shall be shown on the certificate of insurance. If the deductible or self-insured retention exceeds $25,000.00, it shall be approved in advance by City. Contractor is responsible for any deductible or self-insured retention and shall fund it upon City written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving City.
- City shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for three (3) years after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- The insurance shall be continued for three (3) years after completion of the work.
- Required evidence of coverage:
    1. Copy of the endorsement naming the City of Placentia, its officers, officials, employees, agents, and volunteers as additional insureds;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory; and
    3. Properly completed certificate of insurance.

5. Standards for Insurance Companies

- All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The name and address for additional insured endorsements and certificates of insurance is: City of Placentia, 401 E. Chapman Ave., Placentia, CA 92870.

2. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.

3. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure the City is an additional insured on insurance required from subcontractors.

4. Contractor agrees to waive and to obtain endorsements from insurers waiving subrogation rights against the City of Placentia, its officers, officials, employees, agents, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

5. The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials,

agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

6. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

7. Current evidence of coverage shall be provided for the entire required period of insurance.

8. Contractor shall deliver to the City, in the manner required for notices, copies of required insurance policies and endorsements of all insurance policies required by the Lease, within the following time limits: (1) Ten (10) days prior to the commencement of work to be performed under this Agreement; (2) For insurance becoming required at a later date, at least ten (10) days before the requirement takes effect; For any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.

9. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required insurance limits, the City may procure such insurance at Contractor's sole cost and expense.

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
09/04/2024

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

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

PRODUCER
Aon Risk Services Southwest, Inc.
Houston TX Office
1300 Post Oak Blvd., Suite 1400
Houston TX 77056 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Texas Insurance Company	16543
INSURER B:	Ironshore Specialty Insurance Company	25445
INSURER C:	ACE American Insurance Company	22667
INSURER D:	Indemnity Insurance Co of North America	43575
INSURER E:	ACE Fire Underwriters Insurance Co.	20702
INSURER F:		

INSURED
Trillium USA Company LLC
PO Box 26210
Oklahoma City OK 73126 USA

COVERAGES **CERTIFICATE NUMBER:** 570107982958 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSLG48912783 SIR applies per policy terms & conditions	04/01/2024	04/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $1,000,000 $8,000,000 $8,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H10764919	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION	Y	Y	TCOK20347a SIR applies per policy terms & conditions	12/01/2020	04/01/2025	EACH OCCURRENCE AGGREGATE	$10,000,000 $15,000,000
D C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y Y	WLRC54507902 CA & AOS WLRC54508050 AZ	04/01/2024 04/01/2024	04/01/2025 04/01/2025	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
B	Environmental Site Liability	Y	Y	ISPILLSCHJOA001	04/01/2022	04/01/2025	Aggregate Each Incident	$10,000,000 $10,000,000

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

MCS90 and CA9948 are included on the above referenced Automobile Liability policy. If required by contract, The City of Placentia, its officers, officials, employees, agents and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Pollution Liability policies. General Liability, Automobile Liability and Umbrella Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to The City of Placentia, its officers, officials, employees, agents and volunteers, but only in accordance with the policy's provisions. If Required by contract, a Waiver of Subrogation is granted in favor of The City of Placentia, its officers, officials, employees, agents and volunteers in accordance with the policy provisions of the General Liability,

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier : BAFEG

Certificate No : 570107982958

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AGENCY CUSTOMER ID: 570000058326
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Trillium USA Company LLC
POLICY NUMBER: See Certificate Number: 570107982958	
CARRIER: See Certificate Number: 570107982958 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
E		N/A	Y	SCFC54508116 WI	04/01/2024	04/01/2025		

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AGENCY CUSTOMER ID: 570000058326

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Southwest, Inc.	Trillium USA Company LLC
POLICY NUMBER	
See Certificate Number: 570107982958	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570107982958	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Description of Operations / Locations / Vehicles:

Automobile Liability, Umbrella Liability, Pollution Liability and Workers' Compensation policies.

ACORD 101 (2008/01)

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

Named Insured			Endorsement Number
Love's Travel Stops & Country Stores, Inc.			1
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48912783	04/01/2024 to 04/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to included as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "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

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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 And Retained Limit:**

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.

_____
Authorized Representative

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ADDITIONAL INSURED –
DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured			Endorsement Number
Love's Travel Stops & Country Stores, Inc.			3
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H10764919	04/01/2024 TO 04/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

_____
Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

Named Insured			Endorsement Number
Love's Travel Stops & Country Stores, Inc.			4
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48912783	04/01/2024 to 04/01/2025	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization against 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 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 against the person(s) or organization(s) shown in the Schedule above because of payments we make under this policy. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

All Other Terms And Conditions Remain Unchanged.

_____

Authorized Representative

POLICY NUMBER: ISA H10764919 Endorsement Number: 7

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: Love's Travel Stops & Country Stores, Inc. **Endorsement Effective Date:**

SCHEDULE

Name(s) Of Person(s) Or Organization(s): Any person or organization against 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.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Workers' Compensation and Employers' Liability Policy

Named Insured LOVE'S TRAVEL STOPS & COUNTRY STORES, INC. 10601 NORTH PENNSYLVANIA AVENUE OKLAHOMA CITY OK 73120	Endorsement Number
	Policy Number Symbol: SCF Number: C54508116
Policy Period 04-01-2024 TO 04-01-2025	Effective Date of Endorsement 04-01-2024
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

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 any one not named in the Schedule.

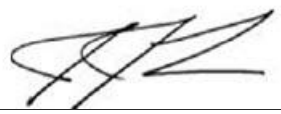
Schedule

ANY PERSON OR ORGANIZATION AGAINST 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.

For the states of CA, UT, TX, refer to state specific endorsements.
This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Representative

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Exhibit E
Scope of Work

SCOPE OF WORK

CITY OF PLACENTIA CNG FUELING STATION SERVICE, MAINTENANCE & OVERSIGHT

The City of Placentia (City) owns a Compressed Natural Gas (CNG) fueling facility located at 2999 E. La Jolla Street, Placentia, CA 92870. The City is initiating this request for proposals (RFP) to solicit proposals from qualified CNG station operators for the inspection, service, maintenance, and management of its CNG fueling facility.

The CNG fueling station supports the operation of City vehicles and provides fueling for other public agencies and private fleets. The selected operator shall provide and manage its own cardlock or point of sale purchasing system. On average, the City's CNG fueling station dispenses 432,350 diesel gallon equivalent (DGE) or 592,628 therms per year.

AGREEMENT EFFECTIVE START DATE

The City has a current agreement to lease its CNG fueling station which is set to expire June 30, 2024. As a result of the existing agreement, any award and work under this RFP will take effect no sooner than July 1, 2024.

REPORTING

Operator shall provide detailed reports to City by the seventh day of each month for the prior month and within 10 days after the end of the fiscal year for the prior fiscal year annual report. The report will include a complete accounting of all transactions including purchaser information, number of transactions, GGE and therms purchased, and sales amounts for each purchaser, each month and all purchasers for the reporting period and each fiscal year.

Operator shall also provide monthly maintenance and operations reports which shall include a complete accounting of all inspections, service, maintenance, photos and repair activities for the reporting period. An online or cloud-based customer portal that allows for access to work orders, reports, invoices and ad hoc reports is desired.

RENT

Operator shall pay City as base rent as included in their proposal each lease year. Operator shall pay rent to City within 30 days after each anniversary of the Commencement Date during the term hereof, with the first year's rent payable within 30 days after the execution of the agreement by both City and Operator. Base rent payments shall be payable to City within 30 days of the anniversary of the Commencement date and each year of the initial term thereafter. Rental, royalty, and other payments to be made shall be paid to City without deduction or offset except as expressly set forth in the agreement.

RENEWABLE NATURAL GAS

In the event that renewable natural gas (RNG) becomes commercially available, the Operator shall obtain 85,971 diesel gallon equivalent (DGE) of RNG per calendar year **which shall be credited to the City** to satisfy the State-mandated procurement target.

Operator shall provide documentation to the City that RNG is deemed renewable per CalRecycle definition, procured from a permitted anaerobic digestion facility in California. RNG procured from any other source or procured without CalRecycle acceptable documentation shall not be considered RNG for the City's purposes.

Operator shall satisfy themselves regarding SB 1383 procurement requirements or contact CalRecycle to satisfy any inquiries on bioenergy and anaerobic digestion.

ROYALTY PAYMENT

Operator shall pay City annual royalty payment equal to percentage of all revenue as included in their proposal. Said royalty payments shall be made annually, for the previous lease year within 10 days of the end of the fiscal year, June 30th.

CAPITAL IMPROVEMENTS

Operator shall be responsible for all capital improvements to the station and solely responsible for funding all costs for such improvements. All proposed capital improvements shall be included in the proposal along with a timeline and estimated costs.

MAINTENANCE

Operator is responsible for all operations and maintenance services and associated costs. Operator personnel and subcontractors shall perform the actual on-site service and maintenance activities for the CNG station and equipment. All operations and maintenance shall be performed in a safe and legal manner and in compliance with all City, CalOSHA, State and Federal requirements.

Operator is responsible for furnishing appropriately trained maintenance personnel and is responsible for furnishing its personnel with vehicles, safety equipment, computers, and all materials and supplies necessary to complete work. Operator shall provide service personnel with the required personal protective equipment necessary for the work. Operator shall provide maintenance personnel with a standard uniform which includes a company name or logo and the individual employee's name for identification purposes.

Maintenance activities include, but are not limited to, the following:

Proactive Maintenance
Daily monitoring of CNG station systems including critical flow, temperature, pressure, vibration, leaks and false alarms. Electronic monitoring is an acceptable alternative to an on-site inspection.

Periodic Maintenance
Maintenance shall be performed in conformance with manufacturer recommendations and industry best practices. Contractor shall develop a scheduled maintenance process per each manufacturer or vendor requirements for each of the major and minor components of the CNG station. Maintenance for each component shall be performed per schedule and in a timely manner. Maintenance shall be performed in such a manner as to eliminate emergency shutdowns and catastrophic failures.

Weights & Measures
Calibration of CNG dispensers shall be in conformance with manufacturer recommendations and industry best practices. Operator shall develop a scheduled process per each manufacturer or vendor requirements for each dispenser. Calibration activities shall be included in maintenance reports.

Cleanliness
Operator shall keep the CNG station and equipment clean to the greatest extent possible to improve performance, help determine oil and grease leaks and prevent any wear on fitting and hoses. Contractor shall use non-flammable, US EPA Safer Choice leaning products to protect human health and the environment.

Filters
Filters on the CNG station equipment shall be replaced in conformance with manufacturer recommendation and industry best practices. When replaced, the new filter shall be marked with the date (MM/DD/YYYY) of installation as well as the equipment hours (as applicable) on the filter housing. Filter replacements shall be noted in maintenance reports.

SYSTEM MONITORING AND ALARMS
CNG station monitoring and alarm systems must be operational at all times. The monitoring an alarm system shall be tested monthly preferable during minimal demand periods. Operator's monitoring system shall be capable of proactively troubleshooting and diagnosing CNG station failures remotely and dispatching technician support as needed.

HAZARDOUS WASTE
Operator shall be responsible for the removal of hazardous waste materials. Contractor shall not stockpile hazardous materials in the CNG station or adjacent areas.

MATERIALS AND SUPPLIES
Operator is responsible for the procurement of all materials, parts and services.

COORDINATION AND COMPLIANCE WITH REGULATORY AGENCIES
Operator shall maintain and pay required permits for CNG station operations. Operator is responsible for maintaining compliance with all applicable federal, state and local laws and regulatory requirements and shall hold the City harmless from any violations of said laws and regulations.

Operator shall consult with City prior to initiating contact with any regulatory agencies. Routine communication for ongoing permitting shall not require City prior approval. Operator shall keep City fully apprised, both by immediate oral notification and in writing, of any such discussions with regulatory personnel.

Operator shall immediately notify the City CNG Contract Manager or designees when regulatory inspectors are on City property and shall immediately provide all inspections reports issued by regulators to City. When a regulatory agency identifies a violation or cites a defect, Operator shall provide City CNG Contract Manager or designee with a written remedial action plan within five business days, which addresses how Operator intends to resolve (or has already resolved) all regulatory violations, and any mitigating circumstances that led to violation. Operator shall provide City CNG Contract Manager or designee with any inspection reports recommending violation. Any and all penalties and fines imposed regarding violation of state and federal codes, regulations and laws shall be wholly borne by Operator when the violation occurs as a result of Operator's failure to perform as required by the agreement.

SAFETY
Where an immediate and serious hazard exists, Operator has the authority to immediately contact the appropriate personnel to request that the hazardous condition be corrected, or hazardous practices halted.

OTHER ADMINISTRATIVE DUTIES
Operator shall update and maintain as-built drawings in AutoCAD format based on any changes made to CNG facilities. Updates to as-built drawings shall be provided to City Contract Manager or designee.

SOFTWARE
Right and license to use any software installed by Operator at CNG station that is needed to operate and maintain the systems shall be transferred to City along with all maintenance records and electronic records, programs, and files upon termination of the contract.

AUDITING PROVISION

The City shall have the right to audit the Operator's financial statements related solely to the City's CNG Station every two years. The City shall select the auditor and the Operator shall cover 50% of the cost of the audit.

CITY OF PLACENTIA
DELIVERY OF DIESEL FUEL SERVICES AGREEMENT
WITH
AAA Oils dba California Fuels and Lubricants

THIS AGREEMENT is made and entered into this 17th day of September, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and AAA Oils dba California Fuels and Lubricants, a California Gasoline and Diesel Fuel Company ("Consultant").

W I T N E S S E T H:

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

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

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

D. WHEREAS, Section 3.08.070(3) of the Placentia Municipal Code authorizes the procurement of services as part of a cooperative purchasing program; and

E. WHEREAS, Consultant is providing these services at rates negotiated pursuant to an agreement with the State of California dated May 1, 2023 (1-23-91-31C); and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties

set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Two Hundred Thousand Dollars ($200,000), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A".

Consultant agrees that, in no event, shall City be required to pay to Consultant any sum in excess of 95% of the maximum payable hereunder prior to receipt by City of all final documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to City. Final payment shall be made no later

than sixty (60) days after presentation of final documents and acceptance thereof by City.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A". Consultant shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents, including all supplemental technical documents, as described in Exhibit "A" within the time specified herein.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on September 17th, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence, or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage

prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
AAA Oils dba California Fuels and Lubricants 11621 Westminster Ave. Garden Grove, CA, 92843 Tel: (714) 530-4795	City of Placentia 401 E. Chapman Ave. Placentia, CA 92870 Tel: (714) 993-8212
Attn: Jennifer Crawley-Wayne	Attn: Samantha Byfield

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

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

6.7. Legal Responsibilities. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way effect the performance of its services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. Neither the City, nor its officers, officials, agents, employees, and volunteers, shall be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

6.8. Assignment. Because of the specialized nature of the services to be rendered pursuant to this Agreement, only the Project Team listed in the Proposal shall perform the services described in this Agreement. The Project Team may use assistants, under direct supervision, to perform some of the services under this Agreement. Consultant shall provide the City fourteen (14) days' notice prior to the departure of and project team members from Consultant's employ. Should any team members leave Consultant's employ, City shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City and Consultant.

Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting, or encumbrance shall be void and shall

constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. City Assistance to Consultant. City agrees to provide to Consultant:

a. Information and assistant as set forth in Exhibit "A" hereto.

b. Photographically reproducible copies of maps and other information, if available, which Consultant considers necessary in order to complete the work.

c. Such information as is generally available from City files applicable to the work.

d. Assistance, if necessary, in obtaining information from other governmental and/or private parties. However, it shall be Consultant's responsibility to make all initial contact with respect to the gathering of such information.

6.10. Licenses/Certifications. At all times during the term of this Agreement, Consultant shall keep and maintain, in full force and effect, all licenses or certifications required of Consultant by law for the performance of the services described in this Agreement.

6.11. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.12. Patent/Copyright. To the fullest extent permissible under law, and in lieu of any other warranty by the City or Consultant against patent or copyright infringement, statutory or otherwise, it is agreed that Consultant shall defend at its expense any claim or suit against the City on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information, and assistance at Consultant's expense for the

defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness, or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and Consultant shall not be obligated to indemnify the City under any settlement made without Consultant's consent or in the event the City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to the City, shall obtain for the City the right to use and sell the item, or shall substitute an equivalent item acceptable to the City and extend this patent and copyright indemnity hereto.

6.13. Non-Liability. No officers, officials, agents, employees, or volunteers of the City shall be personally liable to Consultant, or any successor-in-interest, in the event of any default or breach by City or for any amount which may become due to Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.14. Undue Influence. Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officers, officials, agents, employees, or volunteers of the City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officers, officials, agents, employees, or volunteers of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee, agent, or subcontractor of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

6.15. No Benefit to Employees. No officers, officials, agents, employees, or volunteers of the City who exercise authority over or responsibilities with respect to the Work during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work under this Agreement.

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

indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.19. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.20. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.21. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

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

6.24. 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, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.25. 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.

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

6.27. 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.

6.28. 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.

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

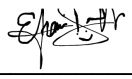
Date: _____

Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT:



Date: 9/3/2024

Signature

Efrain Davalos, Jr. CEO

Name and Title

CEO

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Date: _____

Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Samantha Byfield

Date: 9/3/2024

Samantha Byfield, Public Works Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____

Christopher Tanio, Director of Public Works

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

COST PROPOSAL

Service Provider's price shall consist of the Oil Price Information Service (OPIS) Ultra Low Sulfur Diesel with Car Cost based on Los Angeles County daily average rack price plus a stated amount. Bidder shall submit a rate which will be applied to the published average to establish the cost per gallon.

TYPE OF FUEL	COST PER GALLON OVER OPIS
Renewable Diesel (RD99) Clear - orders 2,500 gallons or greater ("base rate")	$ 0.085
Renewable Diesel (RD99) Clear - orders less than 2,500 gallons will use the following formula to determine the cost differential over OPIS Ultra Low Sulfur Diesel with Car Cost based on Los Angeles County daily average rack price which will be added to the base rate.	(0.085 x 2500) / quantity received + base rate

For example, if the City ordered 1,000 gallons (.085*2500) = $212.50 / 1000 = 0.2125 per gallon plus base rate.

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Professional Errors and Omissions ("E&O") Liability Insurance

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars ($2,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

5. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from

subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

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

5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.

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

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/9/2024

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
Churchill & Associates Insurance Services Inc
31248 Oak Crest Drive, Suite 140
Westlake Village CA 91361

CONTACT NAME: Michelle DeMoss
PHONE (A/C, No, Ext): 805-372-2200 **FAX (A/C, No):**
E-MAIL ADDRESS: michelled@churchillrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GuideOne Insurance Company	15032
INSURER B : Insurance Company of the West	27847
INSURER C : General Star Indemnity Company	37362
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CAFUELS-01
AAA Oil, Inc. California Fuels and Lubricants; FOPCO, Inc.
11621 Westminster Avenue
Garden Grove CA 92843

COVERAGES **CERTIFICATE NUMBER:** 582315686 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	62P10099903	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X CA9948 Pollu X MCS 90	Y	Y	62P10099903	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] **UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	IXG671934C	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WSA 5060563 04	5/1/2024	5/1/2025	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
A B	Motor Truck Cargo USL&H			62P10099903 WSA 5060563 04	5/1/2024 5/1/2024	5/1/2025 5/1/2025	Limit Statutory	$50,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Placentia, its officers, officials, agents, employees, and volunteers are additionally insured with respect to the General and Auto Liability where required by written contract per attached endorsements. General and Auto Liability is Primary and Non-Contributory with Excess follow form. Waiver of Subrogation applies with regards to General and Auto Liability as well as Workers Compensation coverage per attached endorsements. Pollution Liability provided per Form CA9948 (10/13).

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Ave.
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
Michelle DeMoss

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 the endorsement.

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

Named Insured: AAA Oil Inc
Endorsement Effective Date: 5/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):
Blanket as per Written Contract or Agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

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 the endorsement.

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "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 such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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: AAA Oil Inc

Endorsement Effective Date: 5/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
Blanket as per written contract.
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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

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 the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.

2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

D. "Covered pollution cost or expense" means any cost or expense arising out of:

1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

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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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
BLANKET AS PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations; or

2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

 Copyright, Insurance Services Office, Inc., 1984

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be **2** % of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED IS REQUIRED UNDER WRITTEN CONTRACT TO FURNISH THIS WAIVER	**CALIFORNIA OPERATIONS ONLY**

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

Endorsement Effective **05/01/2024** Policy No. **WSA 5060563 04** Endorsement No.

Insured **AAA OIL INC** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

(Ed. 8-00)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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Insured **AAA OIL INC** Premium $ **INCL.**

Insurance Company **INSURANCE COMPANY OF THE WEST**

Countersigned By _____

WC 99 06 34
(Ed. 8-00)

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BRENNAN ESTIMATING SERVICES, INC dba BRENNAN FIRE AND SECURITY

THIS AGREEMENT is made and entered into this 3rd day of September, 2024 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Brennan Estimating Services, Inc dba Brennan Fire and Security, a California Fire and Security Alarm Monitoring corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide security and fire alarm system installation and maintenance services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred Ninety Thousand, Fifty Dollars ($190,050), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is $40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than $40,000.00.

2.3. Method of Billing. Contractor shall submit invoices electronically within sixty (60) days of completed work to PW@placentia.org. Invoices received in excess of sixty (60) days after completion of work are subject to rejection. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date

of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 60 months, ending on September 3rd, 2029, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending, or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates, or abandons a portion of this Agreement such suspension, termination, or abandonment shall not make void or invalidate the remainder of this Agreement.

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record

for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

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

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the

indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Brennan Fire and Security
12540 E. Slauson Ave. Suite D
Santa Fe Springs, CA
Tel: 562-698-6500

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: 714-993-8212

Attn: Joseph Brennan, President

Attn: Samantha Byfield,
Public Works Manager

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or

employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute

such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates, and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq*.) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates, and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates, or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent

this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

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

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

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

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

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

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

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

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

6.26. Corporate Authority. The persons executing this Agreement on behalf of the

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

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

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT:

Joseph Brennan Sr. Date: 8/20/2024
Signature
Joseph Brennan Sr. President
Name and Title
45-4718832
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Samantha Byfield, Project Manager

DEPARTMENTAL APPROVAL:

_____ Date: _____
Christopher Tanio, Director of Public Works

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

Brennan Fire & Security, INC.
12540 Slauson Ave, Unit D
Santa Fe Springs, CA 90670

Date: July 30, 2024
JOSEPH BRENNAN

FIRE AND SECURITY ALARM MONITORING AND TESTING SERVICES

BID SCHEDULE

Location	Address	Equipment Type	Monthly Monitoring Cost	Quantity	Annual Cost
Aguirre Building	505 Jefferson St	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Backs Community Building	201 N. Bradford Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Champions Sports Complex	505 Jefferson St	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
City Corporate Yard	2999 E. La Jolla St	Vista 32 Burglary and Fire Panel	$48.00	12	$576.00
City Hall / Police Department	401 E. Chapman Ave	Intrusion System: Monitoring and MTC Cellular Backup Monitoring	$48.00	12	$576.00
Gomez Community Center	1701 Atwood Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Koch Recreation Center	2210 N. Valencia Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Kraemer Club House	116 N. Walnut Ave	Vista 32 Burglary and Fire Panel	$48.00	12	$576.00
Old City Hall/Fire Headquarters	120 S. Bradford Ave	Fire Panel – Potter RA – 6500 Radio – Napco StarLink	$48.00	12	$576.00
Police Department Evidence Building	2999 E. La Jolla St	Security – Napco GEM 1632 Fire Panel – Silent Night 6808 Radio - Napco StarLink	$96.00	12	$1152.00
Powell Building	143 S. Bradford Ave	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Tynes Gymnasium	2101 N. Tuffree Blvd	Vista 50 Burglary and Fire Panel	$48.00	12	$576.00
Whitten Community Center	900 S. Melrose Ave	Vista 32 Burglary and Fire Panel	$48.00	12	$576.00
Annual Fire Alarm Testing (per location)	All above locations		1650.00	13	$21,450.00

Sprinkler Testing

Location	Address	Cost
Whitten Community Center - Annual Sprinkler System Testing	900 S. Melrose Ave	$850.00
Police Evidence Building - Annual Sprinkler System Testing	2999 E. La Jolla St	$850.00
Whitten Community Center - Five Year Mainline Testing	900 S. Melrose Ave	$990.00
Police Evidence Building - Five Year Mainline Testing	2999 E. La Jolla St	$990.00

Labor Rates	Hourly Rate
Normal Business Hours	$135.00
Emergency After-Hours	$255.00

Material Markup Percentage
6%

TOTAL BID PRICE WRITTEN IN FIGURES: $ **$33,194.00**

TOTAL BID PRICE WRITTEN IN WORDS: Thirty Three thousand one hundred ninety four dollars and zero.

GENERAL PROVISIONS

SCOPE OF WORK

The City is soliciting bids to provide fire and security monitoring and testing services for a term of five years. Monitoring will include 24-hour a day services for all intrusion and fire alarm systems. Contractor shall provide the necessary, qualified personnel, vehicles and equipment to perform services, including but not limited to:

1. Annual testing for fire alarm system and in accordance with the National Fire Protection Association (NFPA) and the California Fire Code for fire monitoring. The monitoring component of these services shall include system signals including but not limited to, fire, security, panic and low battery

2. Monitoring shall include 24-hour per day, seven days per week central station monitoring of fire and security alarm systems regardless of brand. Monitoring shall include 24-hour immediate notification to City of Placentia Police Emergency Dispatch, Public Works Superintendent, Public Works Supervisor and Public Works Standby Personnel.

3. Monitoring station must be Underwriter Laboratories (UL) listed and certified. The contractor will provide dispatching special instructions as required, as well as provide the City with control of code management and contact lists. Contractor will provide reports to the City that include number of people to contact, alarm reports, alarm verification and others as determined by the City. Contractor will maintain history, reports and logs for easy retrieval for a period of at least three months and archive history, reports and logs for a period of at least five years.

4. The contractor shall conduct yearly fire testing for City buildings which shall include full documentation of the inspection, deficiencies identified, and any actions taken or scheduled as a result of the preventative maintenance inspection. Inspection includes smoke detectors and security sensors at no extra charge to the City.

5. Contractor shall conduct annual sprinkler inspection at the Whitten Community Center and Police Evidence Building. Every five years Contractor shall conduct mainline testing at these locations.

6. Contractor shall respond to on-call maintenance and repair requests of the intrusion alarm, key entry, fire and security systems and components.

The work may include, but is not limited to, updating existing intrusion alarm control panels/communicators and associated control equipment, power supplies and standby batteries and chargers, intrusion system keypads, motion detectors, audible devices, and door alarms as directed by the City. The annual required testing of the fire alarm panels, and equipment shall be in accordance with all applicable regulations and requirements, including but not limited to, NFPA test methods and International Fire Code Chapter 1, Section 107.

Labor costs for any repair service calls during the term of the contract shall be at the hourly rate quoted in the bid proposal for work completed during regular business hours and after-hours emergency response. Costs for repairs shall be billed on a time and materials basis, with the markup percentage indicated in the bid proposal which shall not exceed a maximum of 15 percent. Evidence of material purchased must be provided with all invoices. The time computed to determine the total hours spent on repairs shall begin upon arrival to the job site and will not include drive time, vehicle charges nor gas charge. All repairs shall be invoiced separately upon approval of the Public Works Supervisor. Response time from the time a service request call is placed to Contractor shall not exceed 60 minutes.

7. Cataloging: Within three months of award of contract, Contractor shall provide a review of each facility and catalog, the security alarm components with appropriate identifying information including but not limited to control panel/communicator, intrusion system keypads, motion detectors, audible devices, and door alarms in a form acceptable to the City. The contractor shall provide an electronic copy of the catalog to the City and maintain the catalog current throughout the term of the contract. The catalog shall be the sole property of the City and all copies of the catalog shall be provided to the City upon written demand and none retained by the Contractor in any form.

8. The contractor shall provide recommendations and associated costs for upgrades to equipment and systems where appropriate.

EXHIBIT B

INSURANCE REQUIREMENTS

EXHIBIT B

INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars ($2,000,000.00) per occurrence and Four Million Dollars ($4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars ($2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars ($1,000,000.00) per accident for any employee or employees of Consultant. Consultant agrees to waive and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for, and maintaining in full force and effect for the duration of this Agreement, complete workers' compensation insurance, and shall furnish a certificate of insurance to the Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

4. Standards for Insurance Companies

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

B. Documentation and Other Provisions

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied, or used by the Consultant; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy.

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

5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement.**

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

7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.

8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their insurance policies.

9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

EXHIBIT C

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/2/2024

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
Patriot Risk & Insurance Services
18952 MacArthur Blvd., Suite #300
Irvine, CA 92612

www.patrisk.com 0K07568

CONTACT NAME: Annette Romero
PHONE (A/C, No, Ext): 949-486-7904 **FAX (A/C, No):**
E-MAIL ADDRESS: aromero@patrisk.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co (A XIII)	44520
INSURER B : California Automobile Insurance Company (A XIV)	38342
INSURER C : Insurance Company of the West (A XII)	27847
INSURER D : Peleus Insurance Company (A XIV)	34118
INSURER E :	
INSURER F :	

INSURED
Brennan Estimating Services, Inc.
DBA: Brennan Fire and Security
12540 E Slauson Avenue, Suite 'D'
Santa Fe Springs CA 90670

COVERAGES **CERTIFICATE NUMBER:** 80812346 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	GLO107163	7/3/2024	7/3/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY	✓	✓	A040000089973	7/3/2024	7/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			E0131142	7/3/2024	7/3/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WSD505781503	10/24/2023	10/24/2024	✓ 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
D	Professional Liability			CTR 000445404	7/3/2024	7/3/2025	Each Claim: $2,000,000	

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

The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Named Insured pursuant to it's contract with the City; products & completed operations of the named insured; premises owned, occupied or used by the Named Insured; automobiles owned, leased, hired, or borrowed by the Named Insured. This insurance coverage shal be primary insurance as respects the City of Placentia, its officers, officials, agents, employees
***SEE ATTACHED ADDENDUM *30-day notice of cancellation/10-days for non-payment of premium.

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
Dave Jacobson

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Patriot Risk & Insurance Services	Brennan Estimating Services, Inc. DBA: Brennan Fire and Security 12540 E Slauson Avenue, Suite 'D' Santa Fe Springs CA 90670
POLICY NUMBER GLO107163	
CARRIER / **NAIC CODE** Crum & Forster Specialty Insurance Co (A XIII) / 44520	**EFFECTIVE DATE:** 7/3/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

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

HOLDER: City of Placentia Attn: City Administrator
ADDRESS: 401 E. Chapman Placentia CA 92870

This insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees & volunteers. Any other insurance maintained by the City of Placentia shall be excess & not contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

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2. "Bodily injury" or "property damage" occurring after:

   a. 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

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for 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:**

   The most we will pay on behalf of the additional insured is the amount of insurance:

   1. Required by the contract or agreement you have entered into with the additional insured; or

   2. Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is executed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Premises covered under this policy when required by written contract executed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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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 this 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 prior to the injury or damage that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured where the additional insured is a named insured.

However, the insurance provided under this endorsement will not apply beyond the extent required by such contract or agreement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Placentia Attn: City Administrator 401 E. Chapman Placentia CA 92870 The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as additional insureds with respect to liability arising out of activities performed by or on behalf of the Named Insured pursuant to it's contract with the City; products & completed operations of the named insured; premises owned, occupied or used by the Named Insured; automobiles owned, leased, hired, or borrowed by the Named Insured. This insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees and volunteers. Any other insurance maintained by the City of Placentia shall be excess & not contributory.
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. 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.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Business Auto Broadening Endorsement

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

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BUSINESS AUTO COVERAGE FORM

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

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

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

II. EMPLOYEES AS INSUREDS

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

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

III. AUTOMATIC ADDITIONAL INSURED

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

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

IV. EMPLOYEE HIRED AUTO LIABILITY

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

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

V. SUPPLEMENTARY PAYMENTS

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

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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VI. FELLOW EMPLOYEE COVERAGE:

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

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

VII. ADDITIONAL TRANSPORTATION EXPENSE

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

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

VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE

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

c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:

(1) The most we will pay for "loss" to any hired "auto" is $50,000 or Actual Cash Value or Cost of Repair, whichever is less

(2) $500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightning

Subject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE

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

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

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X. LOAN/LEASE GAP COVERAGE

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

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

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

XI. GLASS REPAIR – DEDUCTIBLE WAIVER

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

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

XII. TWO OR MORE DEDUCTIBLES

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

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

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

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

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

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

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

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XIV. WAIVER OF SUBROGATION

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

5. Transfer Of Rights Of Recovery Against Others To Us

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

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

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

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

XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE

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

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

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

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

XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT

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

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

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

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

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XVIII. HIRED AUTO - COVERAGE TERRITORY

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

e. Anywhere in the world if:

(1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and

(2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

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

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

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

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).

The additional premium for this endorsement shall be 3% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization	Job Description
ANY PERSON / ORG WHEN REQUIRED BY WRITTEN CONTRACT	ALL CA OPERATIONS

Policy Number: WSD505781503

Insured: Brennan Estimating Services, Inc.
DBA: Brennan Fire and Security

Endorsement Effective: 10/24/2023

Coverage Provided by: Ins Co of the West

Issue Date: 7/2/2024

Countersigned by: