



Tom Kisela
City Manager

Mike Vigliotta
City Attorney

Pamela Coleman
City Clerk

AGENDA

City Council April 09, 2024

5:00 PM Closed Session
6:00 PM Regular Session

City Council Chamber
300 E. Chapman Avenue
Orange, CA 92866

DAN SLATER
Mayor

ARIANNA BARRIOS
Mayor pro tem, District 1

JON DUMITRU
Councilmember, District 2

KATHY TAVOULARIS
Councilmember, District 3

DENIS BILODEAU
Councilmember, District 4

ANA GUTIERREZ
Councilmember, District 5

JOHN GYLLENHAMMER
Councilmember, District 6

The City of Orange City Council welcomes you to this meeting and encourages your participation. Regular City Council meetings are held on the second and fourth Tuesday of each month at 6:00 p.m.

Agenda Information

The agenda contains a brief general description of each item to be considered. The City Council may take legislative action deemed appropriate with respect to the item and is not limited to the recommended action indicated in staff reports or the agenda. The agenda and supporting documentation is available after 4:00 p.m. on the Thursday prior to the Council meeting on the City's website at www.cityoforange.org, at the City Clerk's Office located at 300 E. Chapman Avenue, and at the Main Public Library located at 407 E. Chapman Avenue. Written materials relating to an item on the agenda that are provided to the City Council after agenda packet distribution and within 72 hours before Council is to consider the item will be made available for public inspection in the City Clerk's Office during normal business hours; at the City Council meeting; and made available on the City's website.

Public Participation

Regular meetings are televised live on Spectrum Cable Channel 3 and AT&T U-verse Channel 99, and streamed live and on-demand on the City's website at www.cityoforange.org.

Pursuant to Government Code Section 54954.3, members of the public may address the City Council on any agenda item before or during Council's consideration of the item, and on any other matters within the City Council's jurisdiction by using any of the following methods:

1) In-Person

To speak on an item on the agenda, complete a speaker card indicating your name, address, and identify the agenda item number or subject matter you wish to address. The card should be given to the City Clerk prior to the start of the meeting. General comments are received during the "Public Comments" section at the beginning of the Regular Session. No action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker unless a different time limit is announced. It is requested that you state your name for the record, then proceed to address the City Council. All speakers shall observe civility, decorum, and good behavior.

(Continued on page 2)

2) Written Public Comments via eComment

Members of the public can submit their written comments electronically for City Council consideration by using the eComment feature on the Agenda page of the City's website at www.cityoforange.org. To ensure distribution to the City Council prior to consideration of the agenda, we encourage the public to submit written comments by 3:00 p.m. the day of the meeting. All written comments will be provided to the Council for consideration and posted on the City's website after the meeting.

3) Public Comments via recorded voicemail message

Finally, the public can record their comments by calling (714) 744-2234 no later than 5:00 p.m. the day of the meeting. Recorded messages will not be played at the meeting, but will be provided to the Council.

In accordance with Ordinance No. 10-01, any person making personal, impertinent, slanderous or profane remarks or who becomes boisterous while addressing the Council shall be called to order by the Mayor. If such conduct continues, the Mayor may order the person barred from addressing the City Council further during that meeting, unless permission to continue is granted by a majority vote of the Council.

Please contact the City Clerk's Office at (714) 744-5500 with any questions.

ADA Requirements: In compliance with the Americans with Disabilities Act, if you need accommodations to participate in this meeting, please contact the City Clerk's office at (714) 744-5500. Notification at least 48 hours in advance of meeting will enable the City to make arrangements to assure accessibility to this meeting.

REMINDER: Please silence all electronic devices while City Council is in session.

5:00 PM CLOSED SESSION**1. CALL TO ORDER****1.1 ROLL CALL****2. PUBLIC COMMENTS ON CLOSED SESSION ITEMS**

At this time, members of the public may address the Council on Closed Session items only. Public Comments are limited to three (3) minutes per speaker.

3. RECESS TO CLOSED SESSION**a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

Pursuant to Government Code Section 54956.9(a) & (d)(1) - One case
Name of Case: Orange County Water District et. al. vs. 3M et. al.
United States District Court for the District of South Carolina
Case No. 2:22-cv-01798-RMG

b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9. (One potential case)

4. CLOSED SESSION REPORT**5. ADJOURNMENT**

The City Council will adjourn to the 6:00 p.m. Regular Session in the Council Chamber.

6:00 PM REGULAR SESSION**1. OPENING/CALL TO ORDER****1.1 INVOCATION**

Reverend Father Neil Edlin, St. Mary Magdalene Church

1.2 PLEDGE OF ALLEGIANCE

Councilmember Denis Bilodeau

1.3 ROLL CALL**1.4 PRESENTATIONS/ANNOUNCEMENTS**

El Modena High School Student Liaison Emma Hoffman

Orange High School Student Liaison Emily Purm

Proclamation recognizing Gerrit Cole for being selected as one of Orange County's 2023 most influential people

Proclamation recognizing April 14-20, 2024 as National Public Safety Telecommunicators Week

1.5 REPORT ON CLOSED SESSION ACTIONS**2. PUBLIC COMMENTS**

At this time, members of the public may address the Council on matters not listed on the agenda within the subject matter jurisdiction of the City Council, provided that NO action may be taken on off-agenda items unless authorized by law. Public Comments are limited to three (3) minutes per speaker.

3. CONSENT CALENDAR

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, staff, or the public may request an item be removed from the Consent Calendar for discussion or separate action. Unless otherwise specified in the request to remove an item from the Consent Calendar, all items removed shall be considered immediately following action on the remaining items on the Consent Calendar.

3.1. Waive reading in full of all ordinances on the Agenda.**Recommended Action:**

Approve.

Attachments: [Staff Report](#)

3.2. Confirmation of warrant registers dated March 7, 14, 21, and 28, 2024.**Recommended Action:**

Approve as presented.

Attachments: [Staff Report](#)
 [March 07, 2024 Warrant Writing Register](#)
 [March 14 2024 Warrant Writing Register](#)
 [March 21, 2024 Warrant Writing Register](#)
 [March 28, 2024 Warrant Writing Register](#)

3.3. Agreement with Paymentus Corporation for an online platform for Utility Billing services, including processing credit card and e-check payments.**Recommended Action:**

Approve the agreement with Paymentus Corporation in the amount not to exceed \$175,000 for one year; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Professional Services Agreement with Paymentus Corporation](#)

3.4. Three-year agreement with Insight Enterprises, Inc. for Microsoft Enterprise software licenses for all City computers and servers.**Recommended Action:**

Approve the three-year agreement with Insight Enterprises, Inc. for a total amount of \$1,328,378 (\$442,793 annually) for Microsoft software licensing; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Agreement with Microsoft](#)
 [Quote from Insight Public Sector](#)

3.5. Second Amendment to Agreement with the County of Orange for a Lead Forensic Specialist during Fiscal Year 2024-2025.**Recommended Action:**

Approve the Second Amendment to Agreement No. 6447.4 with the County of Orange for a Lead Forensic Specialist in the amount of \$200,026; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Second Amendment Agreement with the County of Orange](#)

- 3.6. License Agreement with Lestonnac Free Clinic, a California nonprofit corporation, for the right to use the southwest quadrant of a City-owned lot located at 164 S. Water Street for parking service vehicles.**

Recommended Action:

Approve the license agreement with Lestonnac Free Clinic, for the use of the southwest quadrant of the City-owned lot located at 164 S. Water Street for parking service vehicles; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [License Agreement with Lestonnac Free Clinic, a California nonprofit corporation](#)

- 3.7. Appropriation of \$55,000 in unreserved General Fund balance to address and treat mold growth at the Sports Center at Grijalva Park.**

Recommended Action:

Authorize the appropriation of \$55,000 of unreserved General Funds to:

100.7022.51401	Repairs to Buildings & Fixed Equipment	\$47,000
100.7014.51780	Other Contractual Services	\$8,000

Attachments: [Staff Report](#)

- 3.8. Approval of plans and specifications for Annual Sewer Replacement and Maintenance, Fiscal Year 2023-2024; authorization to advertise for bids; and finding of CEQA exemption.**

Recommended Action:

1. Approve the plans and specifications and authorize advertising for Bid No. 23-24.35, Annual Sewer Replacement and Maintenance, FY 2023-24 (S-250).
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

Attachments: [Staff Report](#)
 [Location Map](#)

- 3.9. First Amendment to the Contract with Ultimate Maintenance Services, Inc. for custodial services at various city facilities.**

Recommended Action:

Approve the First Amendment with a two-year extension to the contract with Ultimate Maintenance Services, Inc. in the amount of \$1,054,680 for custodial services at various city facilities; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [First Amendment](#)

3.10. First Amendment to the Contract with West Coast Arborists, Inc. for citywide tree maintenance services.

Recommended Action:

Approve the First Amendment with West Coast Arborist, Inc. in the amount of \$330,000 for the next four fiscal years for tree and vegetation maintenance along a portion of Santiago Creek; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [First Amendment](#)

3.11. Award of Sourcewell Contract to Horizons Construction Company International, Inc. for facility repairs, maintenance, and abatement; and finding of CEQA exemption.

Recommended Action:

1. Approve the contract with Horizons Construction Company International, Inc. for \$91,443, representing an original amount of \$79,516 plus a 15% contingency of \$11,927 for facility repairs, maintenance, and abatement; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) provisions per State CEQA Guidelines Section 15301 (Existing Facilities).

Attachments: [Staff Report](#)
 [Contract with Horizons Construction Company International, Inc.](#)

3.12. Award of Contract to Hardy & Harper, Inc. for Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024; Bid No. 23-24.28 (SP-4261).

Recommended Action:

Approve contract with Hardy & Harper, Inc. in the total amount of \$4,042,500, representing an original bid amount of \$3,850,000, plus a 5% contingency of \$192,500 for Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024; and authorize the Mayor and City Clerk to execute on behalf of the City.

Attachments: [Staff Report](#)
 [Bid Abstract](#)
 [Location Maps](#)
 [Contract with Hardy & Harper, Inc.](#)

3.13. Notice of Completion and Acceptance for Park Facility Roof Replacement.

Recommended Action:

1. Accept Park Facility Roof Replacement as complete (Bid No. 22-23.30).
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

Attachments: [Staff Report](#)
 [Notice of Completion](#)

- 3.14. Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending various Sections in Titles 1 and 2 of the Orange Municipal Code to delete outdated language, update references to conform with current law and code provisions and achieve internal consistency. Ordinance No. 06-24.**

Recommended Action:

Adopt Ordinance No. 06-24.

Attachments: [Staff Report](#)
 [Ordinance No. 06-24](#)

- 3.15. Authorize purchase of sewer equipment parts and inspection camera from CUES, Inc. as the single source vendor.**

Recommended Action:

Approve the purchase of parts and inspection camera for \$77,432 from CUES, Inc. the single source vendor for city sewer equipment.

Attachments: [Staff Report](#)
 [CUES, Inc. Cost Proposal](#)

- 3.16. Authorize purchase of nine Dell R760 servers from Sidepath, Inc.**

Recommended Action:

1. Approve the purchase of nine Dell R760 servers from Sidepath, Inc. for a total amount of \$327,663.35.
2. Authorize the appropriation of \$62,485.36 from Computer Replacement (790) unreserved fund balance to:
790.1601.56033.20278 Server Refreshes

Attachments: [Staff Report](#)
 [Price Quote from Sidepath, Inc.](#)

- 3.17. Authorize purchase of nine vehicles from the National Auto Fleet Group for the Orange Police, Public Works, and Community Services Departments using a Cooperative Purchasing Agreement.**

Recommended Action:

1. Approve the purchase of nine vehicles from National Auto Fleet Group in the amount of \$616,829.

2. Authorize the purchase and installation of safety equipment from a single source vendor, Hi-Standard Automotive, LLC, for the five Ford Pursuit Explorers in the amount of \$93,233.

Attachments: [Staff Report](#)

- 3.18. **Authorize Pivotal Strategies to use the City of Orange name, official seal, logos, or any abbreviation of them for all public education and outreach materials/content.**

Recommended Action:

Authorize Pivotal Strategies to use the City of Orange name, official seal, logo, or any abbreviation of them for all public education and outreach materials/content pursuant to Orange Municipal Code Chapter 1.12.

Attachments: [Staff Report](#)
 [Orange Municipal Code Chapter 1.12](#)

- 3.19. **Designation of April 26, 2024, as Arbor Day. Resolution No. 11535.**

Recommended Action:

Adopt Resolution No. 11535. A Resolution of the City Council of the City of Orange designating April 26, 2024, as Arbor Day.

Attachments: [Staff Report](#)
 [Resolution No. 11535](#)
 [Arbor Day Planting Map](#)

- 3.20. **Resolution establishing criteria and meeting information for the Audit Advisory Committee and Investment Advisory Committee. Resolution No. 11536.**

Recommended Action:

1. Adopt Resolution No. 11536. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11505 and re-establishing the number of members, qualifications for membership, purpose, compensation, and meeting information for specified city boards, committees, and commissions.
2. Direct the City Clerk to post a Notice of Vacancy for the newly created positions pursuant to the Maddy Act, Government Code Section 54974.

Attachments: [Staff Report](#)
 [Resolution No. 11536](#)

END OF CONSENT CALENDAR

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4. REPORTS FROM MAYOR SLATER

5. REPORTS FROM COUNCILMEMBERS

An opportunity for Councilmembers to make a brief announcement, report, or request. Pursuant to Government Code Section 54954.2(a)(3), no action(s) or discussion(s) shall be undertaken on any item not appearing on the posted agenda.

5.1. Highlight Local Business (Barrios & Gutierrez)

6. AB 1234 REPORTS

This is the time for all AB 1234 reports required pursuant to Government Code Section 53232.3(d) on meetings and conferences attended at the City's expense.

7. ADMINISTRATIVE REPORTS

7.1. Consideration of a City Council resolution memorializing the Orange City Council's desire to reform Proposition 47.

Recommended Action:

1. Receive and file an analysis on Proposition 47, The Homelessness, Drug Addiction, and Theft Reduction Act, as well as related pieces of legislation from Townsend Public Affairs.
2. Consider the adoption of Resolution No. 11537. A Resolution of the City Council of the City of Orange, California, supporting Proposition 47 reform.

Attachments:

[Staff Report](#)

[Resolution No. 11537](#)

[Public Policy Institute of California Retail Theft in California](#)

[Testimony](#)

[AB 1787 Summary \(as of March 18, 2024\)](#)

[The Homelessness, Drug Addiction, and Theft Reduction Act](#)

7.2. Introduction and First Reading of Ordinance Nos. 08-24 and 09-24 amending Chapter 2.10 of Title 2 of the Orange Municipal Code relating to campaign contribution limits and contributions from committees.

Recommended Action:

1. Introduce and conduct First Reading of Ordinance No. 08-24. An Ordinance of the City Council of the City of Orange amending Section 2.10.050 of the Orange Municipal Code to increase campaign contribution limits.
2. Introduce and conduct First Reading of Ordinance No. 09-24. An Ordinance of the City Council of the City of Orange amending Section 2.10.090 of the Orange Municipal Code removing prohibition on transfer of contributions from candidate controlled committees and committee controlled by City candidate or elected officer making a contribution to another committee supporting or opposing a City candidate for office.

Attachments: [Staff Report](#)
 [Ordinance No. 08-24](#)
 [Ordinance No. 08-24 - REDLINE](#)
 [Ordinance No. 09-24](#)
 [Ordinance No. 09-24 - REDLINE](#)

8. REPORTS FROM CITY MANAGER

9. PUBLIC HEARINGS

- 9.1. Public Hearing to consider introduction and First Reading of Ordinance No. 05-24 amending Chapter 17.15 of the Orange Municipal Code relating to Density Bonus Law to establish consistency with state density bonus law; and finding of CEQA exemption.**

Recommended Action:

1. Conduct and close Public Hearing.
2. Introduce and conduct First Reading of Ordinance 05-24. An Ordinance of the City Council of the City of Orange amending Chapter 17.08 and 17.15 of the Orange Municipal Code relating to Density Bonus Law.
3. Find the project is exempt from the California Environmental Quality Act (CEQA) under Section 15378 (Common Sense Exemption) of the CEQA Guidelines.

Attachments: [Staff Report](#)
 [Attachment 1 Ordinance No. 05-24](#)
 [Attachment 2 Planning Commission Resolution No. PC 03-24](#)
 [Attachment 3 Planning Commission Staff Report dated March 4, 2024](#)
 [Attachment 4 Planning Commission Minutes dated March 4, 2024](#)

10. ADJOURNMENT

The next Regular City Council meeting will be held on Tuesday, April 23, 2024, at 6:00 p.m., in the Council Chamber, with Closed Session beginning at 5:00 p.m., if necessary.

I, Pamela Coleman, CMC, City Clerk for the City of Orange, do hereby declare, under penalty of perjury, that a full and correct copy of this agenda was posted pursuant to Government Code Section 54950 et. seq., at the following locations: Orange Civic Center kiosk and Orange City Clerk's Office at 300 E. Chapman Avenue, Orange Main Public Library at 407 E. Chapman Avenue, Police facility at 1107 N. Batavia Street, and uploaded to the City's website www.cityoforange.org.

Date posted: April 4, 2024



Agenda Item

City Council

Item #: 3.1.

4/9/2024

File #: 24-0208



Agenda Item

City Council

Item #: 3.1.

4/9/2024

File #: 24-0208

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Waive reading in full of all ordinances on the Agenda.

2. SUMMARY

This item asks the City Council to waive the reading in full of all ordinances on the agenda (if any) and approve their reading by title only.

State law requires that all ordinances be read in full either at the time of the introduction or at the time of passage, unless a motion waiving further reading is adopted by a majority of the City Council (Gov. Code § 36934).

3. RECOMMENDED ACTION

Approve.

4. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.2.

4/9/2024

File #: 24-0118

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Trang Nguyen, Finance Director

1. SUBJECT

Confirmation of warrant registers dated March 7, 14, 21, and 28, 2024.

2. SUMMARY

The warrant writings for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Approve as presented.

4. ATTACHMENTS

- March 07, 2024 Warrant Writing Register
- March 14, 2024 Warrant Writing Register
- March 21, 2024 Warrant Writing Register
- March 28, 2024 Warrant Writing Register



Agenda Item

City Council

Item #: 3.2.

4/9/2024

File #: 24-0118

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Trang Nguyen, Finance Director

1. SUBJECT

Confirmation of warrant registers dated March 7, 14, 21, and 28, 2024.

2. SUMMARY

The warrant writings for the above listed dates are submitted for approval by the City Council.

3. RECOMMENDED ACTION

Approve as presented.

4. ATTACHMENTS

- March 07, 2024 Warrant Writing Register
- March 14, 2024 Warrant Writing Register
- March 21, 2024 Warrant Writing Register
- March 28, 2024 Warrant Writing Register

vchlist
03/07/2024 9:42:26AM

Voucher List
City of Orange

Page: 1

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
5431	3/6/2024	001117 PUBLIC EMPLOYEES RETIREMENT	Mar '24		INV ID#100000017458046, 10000001745	810,244.79
					Total :	810,244.79
5432	3/7/2024	001117 PUBLIC EMPLOYEES RETIREMENT	June 30 2023 GASB 68		GASB 68 VALUATION & CENSUS DATA	4,500.00
					Total :	4,500.00
421594	3/7/2024	002513 DELTACARE USA	Mar '24		INV #BE005945929	7,492.65
					Total :	7,492.65
421595	3/7/2024	002131 RELIANCE STANDARD LIFE INS CO	Feb '24		BILL GROUP #01000001	22,266.09
					Total :	22,266.09
421596	3/7/2024	002304 VISION SERVICE PLAN - (CA)	MAR '24		STATEMENT #819909423, 819909421, 8	6,425.28
					Total :	6,425.28
421597	3/7/2024	018974 CHARTER COMMUNICATIONS HOLDING	0710585022124	116917	HIERARCHY ACCT# 8448-40-001-07105	2,140.00
					Total :	2,140.00
421598	3/7/2024	017532 CITY OF LA HABRA - NORTH SPA	LH-NSPA-022408		NORTH SPA OPERATING COSTS	812,635.00
					Total :	812,635.00
421599	3/7/2024	000052 OFFICE DEPOT INC	22945572		ACCT# 90646962 (BILL ID# 34329213) B	753.47
					Total :	753.47
421600	3/7/2024	012330 BANDHAUER, KATRIN	PRODV23/24		PROFESSIONAL DEVELOPMENT REIMI	498.99
					Total :	498.99
421601	3/7/2024	017279 CHAVEZ, VALDEMAR	JULY-DEC 2023		PHONE REIMBURSEMENT: JULY - DECI	180.00
					Total :	180.00
421602	3/7/2024	020315 DEBORAH CULLEN	001	117664	52 HRS: 2/6/24 - 2/15/24; AGR 7643 - INT	6,360.00
					Total :	6,360.00
421603	3/7/2024	017280 DAVIS, ROBERT	JULY-DEC 2023		PHONE REIMBURSEMENT: JULY - DECI	180.00
					Total :	180.00
421604	3/7/2024	018622 DIXON, ZACHARY	EDU23/24-3		EDUCATIONAL REIMBURSEMENT (3) F	150.00

Page: 1

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421604	3/7/2024	018622 018622 DIXON, ZACHARY	(Continued)		Total :	150.00
421605	3/7/2024	001600 ESPINOZA, MONICA	02/07-09/2024RB		REIMBURSEMENT-TRAVEL EXPENSES	261.88
					Total :	261.88
421606	3/7/2024	016365 GRAY, CHRISTIAN	01/09-10/2024RB		HONOR GUARD FUNERAL	136.07
					Total :	136.07
421607	3/7/2024	017281 HINOJOSA, ROBERT	JULY-DEC 2023		PHONE REIMBURSEMENT: JULY - DEC	180.00
					Total :	180.00
421608	3/7/2024	019219 NEW DYNASTY CONSTRUCTION CO	PP8-21-22.13 PP8-21-22.13	115343	AGR 7348 (21-22.13) POLICE HQ LOBBY Retainage	113,073.07 (5,653.65)
					Total :	107,419.42
421609	3/7/2024	003582 RUNDLE, KENT	EDU23/24-3		EDUCATIONAL REIMBURSEMENT (3) F	185.00
					Total :	185.00
421610	3/7/2024	020294 SANCHEZ QUINTERO, MARTHA L	BL 215503		BL REFUND	645.00
					Total :	645.00
421611	3/7/2024	020314 SERPAS, ROBERT M	807948-RB CWEA 2024		CWEA REIMBURSEMENT TEST ONLY. I	192.00
					Total :	192.00
421612	3/7/2024	017148 TAY, LARRY	TAY2.20.2024		REIMBURSEMENT ASSISTANT ENGINE	94.74
					Total :	94.74
421613	3/7/2024	019890 WELTON, MARY	RB 2024 AAP Conf RB ARC WSIT		REIMBURSEMENT FOR 2024 AAP CONI REIMBURSEMENT FOR AMERICAN REI	835.00 320.00
					Total :	1,155.00
421614	3/8/2024	011584 ACE 5ON5 LLC	0000161	117194	AGR 4136.G/4136.G.1 - ADULT BASKET	650.00
					Total :	650.00
421615	3/8/2024	010822 ACUATIVE CORP	290937		CISCO SMARTNET RENEWAL 3/10/24 -	4,134.36
					Total :	4,134.36
421616	3/8/2024	020064 AGUILAR, LOURDES	TR59714		REFUND OF RENTAL DEPOSIT PERMIT	100.00

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421616	3/8/2024	020064 020064 AGUILAR, LOURDES	(Continued)		Total :	100.00
421617	3/8/2024	020335 AHERN, BONNY	Ref000283552		REFUND REM OF DEPOSIT FOR CK # 3	720.75
					Total :	720.75
421618	3/8/2024	020289 ALDI INC	Ref000283365		REFUND REM OF DEPOSIT FOR CK# 7	691.75
			Ref000283366		REFUND REM OF DEPOSIT FOR CK# 1	9,155.25
					Total :	9,847.00
421619	3/8/2024	001029 ALLSTAR FIRE EQUIPMENT INC	253274	116815	SCOTT REPAIR	1,428.18
			253861	116815	FIRE HELMETS	592.50
					Total :	2,020.68
421620	3/8/2024	001079 ASSISTANCE LEAGUE OF ORANGE	12	117302	AGR 7207.B - OPERATION SCHOOL BEI	15,000.00
					Total :	15,000.00
421621	3/8/2024	005378 AUTO ZONE	5942673469	116838	(BLA) AUTOMOTIVE PARTS FOR CITY V	32.73
					Total :	32.73
421622	3/8/2024	000042 BAKER & TAYLOR INC	75900358AUG23	117278	(BLA) BOOK PURCHASES FY23/24	60.55
			75900358DEC23	117278	(BLA) BOOK PURCHASES FY23/24	62.88
			75900358JAN24	117278	(BLA) BOOK PURCHASES FY23/24	24.69
			75900358NOV23	117278	(BLA) BOOK PURCHASES FY23/24	121.02
			75900358OCT23	117278	(BLA) BOOK PURCHASES FY23/24	36.65
			AV605INST1754	117278	(BLA) BOOK PURCHASES FY23/24	11,456.00
					Total :	11,761.79
421623	3/8/2024	020318 BANUELOS, ANETTE	64954027		REFUND FOR CANCELLATION OF PERI	290.00
					Total :	290.00
421624	3/8/2024	013658 BEE EMERGENCY RESPONSE TE	56634	116807	(BLA) BEE REMOVAL FROM CITY PKWY	110.00
					Total :	110.00
421625	3/8/2024	018258 BENDER READY MIX INC	178425	116808	(BLA) CONCRETE MATERIAL - STREET	1,348.49
					Total :	1,348.49
421626	3/8/2024	020284 BEST LAWNMOWER INC	109887	117638	(BLA) REPAIRS TO MACHINES & EQUIP	187.51
			109888	117638	(BLA) REPAIRS TO MACHINES & EQUIP	258.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421626	3/8/2024	020284 BEST LAWNMOWER INC	(Continued)			
			109891	117638	(BLA) REPAIRS TO MACHINES & EQUIP	204.52
			109892	117638	(BLA) REPAIRS TO MACHINES & EQUIP	138.97
			109893	117638	(BLA) REPAIRS TO MACHINES & EQUIP	143.53
			109894	117638	(BLA) REPAIRS TO MACHINES & EQUIP	109.87
			109895	117638	(BLA) REPAIRS TO MACHINES & EQUIP	398.35
			109897	117638	(BLA) REPAIRS TO MACHINES & EQUIP	576.94
			109905	117638	(BLA) REPAIRS TO MACHINES & EQUIP	329.07
					Total :	2,347.69
421627	3/8/2024	018531 BOSCO LEGAL SERVICES INC	10015737		SUBPOENA FOR EMPLOYMENT RECOI	206.09
			10383909		PERSONAL SERVICE OF CROSS-COMF	149.95
					Total :	356.04
421628	3/8/2024	020307 BOWLES, MEGAN	11903-14		UB-REFUND	37.60
					Total :	37.60
421629	3/8/2024	020330 BUEZO, ISRAEL	Ref000283562		REFUND REM DEPOSIT FOR CK# 102	1,240.07
					Total :	1,240.07
421630	3/8/2024	002223 BURLINGTON SAFETY LABORATORY	92298		RETESTED GLOVES	127.00
					Total :	127.00
421631	3/8/2024	016378 C3 TECHNOLOGY SERVICES	INV173992		MANAGED PRINT SERVICES - PRINTEF	4,357.60
					Total :	4,357.60
421632	3/8/2024	020316 CAKE PLUG LLC	BL 213982/213983		BL REFUND	70.00
					Total :	70.00
421633	3/8/2024	006583 CAM SERVICES	90127	117312	AGR 7379 - STEAM CLEANING/POWER	390.00
					Total :	390.00
421634	3/8/2024	020319 CASTANEDA, MIGUEL	65927854		REFUND FOR CANCELLATION OF PERI	127.50
					Total :	127.50
421635	3/8/2024	003595 CINTAS CORPORATION NO 2	4181788990	117065	(BLA) UNIFORM MAINTENANCE - FY 23	37.85
			4182651394	117065	(BLA) UNIFORM MAINTENANCE - FY 23	173.72
			4183373686	117065	(BLA) UNIFORM MAINTENANCE - FY 23	173.72

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421635	3/8/2024	003595 CINTAS CORPORATION NO 2	(Continued) 4184109316	117065	(BLA) UNIFORM MAINTENANCE - FY 23	179.44
					Total :	564.73
421636	3/8/2024	003595 CINTAS	5195885055 5197518021 5198773757		REPLENISH FIRST AID KIT @ TAFT LIBR REPLENISH FIRST AID KIIT @ EM LIBR/ REPLENISH FIRST AID KIT @ CORP YA	50.72 34.89 145.84
					Total :	231.45
421637	3/8/2024	019162 CINTAS	4184117336	116898	(BLA) LAUNDRY SERVICE FOR FLEET -	155.39
					Total :	155.39
421638	3/8/2024	000029 CITY OF ANAHEIM	FN010097	116818	3RD QTR FY 23/24	68,097.00
					Total :	68,097.00
421639	3/8/2024	014873 CIVICPLUS INC	291767	117169	AGR 6481 - CIVICREC ANNUAL SOFTW.	593.47
					Total :	593.47
421640	3/8/2024	001857 COAST RECREATION INC	15590	117156	(BLA) REPAIR & REPLACEMENT OF PL/	3,853.01
					Total :	3,853.01
421641	3/8/2024	004588 CODE CONSULTING GROUP LLC	01-24-0174	117431	JANUARY 2024	1,701.50
					Total :	1,701.50
421642	3/8/2024	002133 COMPRISE TECHNOLOGIES INC	2023-538	117643	AGR 7165 - SMART ACCESS MANAGER	17,522.70
					Total :	17,522.70
421643	3/8/2024	000974 DELTA DENTAL OF CALIFORNIA	BE005980583A BE005980583C		DELTA DENTAL ADMIN FEES FEB 2024 DELTA DENTAL CLAIMS PAID FEB 2024	6,882.26 43,829.40
					Total :	50,711.66
421644	3/8/2024	020301 DIAMANT, GEORGEANN	10552-01		UB-REFUND	87.13
					Total :	87.13
421645	3/8/2024	014203 DIVERSIFIED THERMAL SERVICES	S240040 S37523 S43813 S43855	117361 117619 117361 117116	AGR 6497.A.2/6497.A.3 (189-19) HVAC F AGR 6497.A.3 MECHANICAL SERVICES AGR 6497.A.2/6497.A.3 (189-19) HVAC F AGR 6497.A.2 (189-19) HVAC PREVENT.	5,325.00 1,616.03 2,120.00 3,035.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421645	3/8/2024	014203 DIVERSIFIED THERMAL SERVICES	(Continued)			
			S43857	117361	AGR 6497.A.2/6497.A.3 (189-19) HVAC F	504.00
			S43857-1	117361	AGR 6497.A.2/6497.A.3 (189-19) HVAC F	22.63
					Total :	12,622.66
421646	3/8/2024	011271 DOERSCHEL, DARREN	162117	117170	AGR 5921.G.1- TV/AV PRODUCTION SR	3,375.00
					Total :	3,375.00
421647	3/8/2024	020019 DOGGIE WALK BAGS INC	0111732-IN	117202	(BLA) DOGGIE POOP BAGS - FY 23/24	495.65
					Total :	495.65
421648	3/8/2024	020329 ELITE	06-835173	117667	AGR 7583 - SOFTWARE SERVICES - FY	7,624.00
			06-835175	117667	AGR 7583 - SOFTWARE SERVICES - FY	1,100.00
					Total :	8,724.00
421649	3/8/2024	001338 EARTH MECHANICS INC	Ref000283569		REFUND DEPOSIT FOR CK# 40980	1,500.00
					Total :	1,500.00
421650	3/8/2024	000646 EAST ORANGE COUNTY WATER DIST	7738		JANUARY 2024 PURCHASED WATER	24,481.87
					Total :	24,481.87
421651	3/8/2024	016926 ECIVIS INC	INV120512	117657	COST ALLOCATION PLAN DEVELOPME	8,000.00
					Total :	8,000.00
421652	3/8/2024	019237 EDINGER URGENT CARE	00054412-00		SERVICE DATE: 1/18/24 PHYSICAL	55.00
			00055004-00		SERVICE DATES: 2/1//24 & 2/5/24 PHYS	165.00
			00055570-00	117152	AGR 7474 EDINGER URGENT CARE FY	444.00
					Total :	664.00
421653	3/8/2024	018240 EL CAMINO ASPHALT PAVING CORP	Ref000283571		REFUND DEPOSIT FOR CK# 43962	1,500.00
					Total :	1,500.00
421654	3/8/2024	014681 EPAX SYSTEMS INC	34197	117282	AGR 7373 - FOUR (4), 30 YARD SELF-C	807.11
					Total :	807.11
421655	3/8/2024	020298 EVANS, DANIEL	40102-00		UB REFUND	1,181.78
					Total :	1,181.78

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421656	3/8/2024	018300 EVERETT DOREY LLP	15072 #1	116382	AGR 7443.1 - ATTORNEY SERVICES - F	14,888.35
			15072 #2	117644	AGR 7443.2 - ATTORNEY SERVICES - F	43,438.97
					Total :	58,327.32
421657	3/8/2024	001639 FACTORY MOTOR PARTS CO	11-1982761	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V	64.64
			11-1982945	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V	43.23
			11-1983002	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V	22.30
			164-317751	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V	49.55
					Total :	179.72
421658	3/8/2024	000002 FLEET SERVICES INC	01P136081	116892	CREDIT MEMO - (BLA) AUTOMOTIVE PA	-31.20
			01P136979	116892	(BLA) AUTOMOTIVE PARTS FOR CITY V	1,108.44
			01P136992	116892	(BLA) AUTOMOTIVE PARTS FOR CITY V	105.72
					Total :	1,182.96
421659	3/8/2024	002177 FULLER TRUCK ACCESSORIES	W59579	116958	(BLA) AUTOMOTIVE PARTS AND REPAI	368.51
			W59649		LOW PROFILE TOOL BOX UNIT 2316	140.08
					Total :	508.59
421660	3/8/2024	002198 GALLS LLC	027133580	116919	PD UNIFORMS: B MCCUBBIN	178.18
			027133603		PD UNIFORMS: K KELLEY (EXPLORER)	21.03
			027133629		PD UNIFORMS: C SANTAMARIA (EXPLC	15.83
			027145796	116919	PD UNIFORMS: E ROSAUER	51.45
			027145859	116919	PD UNIFORMS: S O'BRIEN	507.41
			027145915	116919	PD UNIFORMS: C LUGO	224.66
			027158017	116919	PD UNIFORMS: J NORMAN	155.81
			027158031	116919	PD UNIFORMS: T MOORE	85.17
			027158051	116919	PD UNIFORMS: T LOCKWOOD	250.39
			027169735	116919	PD UNIFORMS: A MARIN	120.02
			027169814	116919	PD UNIFORMS: T MOORE	401.82
			027180872	116919	PD UNIFORMS: F DIPIETRO	19.40
			027180889	116919	PD UNIFORMS: J HERNANDEZ	184.49
			027180925		PD UNIFORMS: J HERNANDEZ	157.75
			027180948	116919	PD UNIFORMS: S MUNIZ	276.08
			027183535		PD UNIFORMS: J HERNANDEZ (CREDI	-157.75
					Total :	2,491.74

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421661	3/8/2024	012998 GAUNT, MAVERICK	02/05-16/2024RB		HOMICIDE INVESTIGATION	343.48
Total :						343.48
421662	3/8/2024	001126 GENERAL PUMP COMPANY	31046	117218	AGR 7534 - (22.23.40) WELL MAINTENA	1,147.50
			31047	117218	AGR 7534 - (22.23.40) WELL MAINTENA	1,147.50
			31048	117218	VIDELO LOG AT WELL 22	1,147.50
Total :						3,442.50
421663	3/8/2024	008518 GOLDEN METERS SERVICE	1981	117329	AGR 6618.D - METER TEST AND REPAI	1,715.00
Total :						1,715.00
421664	3/8/2024	020203 GRINDLINE SKATEPARKS INC	6283	117540	AGR 7586 - (23-24.02) DESIGN SERVICE	2,707.00
Total :						2,707.00
421665	3/8/2024	020336 HADDAD, YAZEN	Ref000283551		REFUND REM OF DEPOSIT FOR CK # 1	2,151.00
Total :						2,151.00
421666	3/8/2024	018285 HMC - ANAHEIM	19V0075863	116960	(BLA) AUTOMOTIVE PARTS FOR CITY V	72.27
Total :						72.27
421667	3/8/2024	015856 HARBOR TRUCK BODIES INC	PSI55177		BUMPERETTE (ONE SIDE ONLY) (SRW)	358.67
Total :						358.67
421668	3/8/2024	000858 HARDY & HARPER INC	Ref000283567		REFUND DEPOSIT FOR MC# 9889	1,500.00
Total :						1,500.00
421669	3/8/2024	019436 HASA INC	943334	117634	AGR 7061.1 & 7061.2 (20-21.08) - HART	2,320.00
Total :						2,320.00
421670	3/8/2024	000175 HI-STANDARD AUTOMOTIVE, LLC	27283		AUTOMOTIVE OUTFITTING UNIT 2300.-	235.98
Total :						235.98
421671	3/8/2024	014506 IDECO INC	241565	116910	(BLA) REPAIRS TO CITY UST FY 23/24	1,657.61
Total :						1,657.61
421672	3/8/2024	009564 INFOSEND INC	256147	117285	AGR 5791.A - JAN UB PRINTING AND PC	3,044.05
			25619	117285	AGR 5791.A - JAN BL PRINTING AND PC	698.01

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421672	3/8/2024	009564 009564 INFOSEND INC	(Continued)		Total :	3,742.06
421673	3/8/2024	017338 INTRATEK COMPUTER INC	20240004	117254	AGR 6828.4 (189-39) - IT HELP DESK SE	26,575.12
					Total :	26,575.12
421674	3/8/2024	020334 IS ARCHITECTURE	Ref000283550		REFUND REM OF DEPOSIT FOR VISA 7	1,177.00
					Total :	1,177.00
421675	3/8/2024	020306 ITSON, Verna	58973-01		UB-REFUND	38.50
					Total :	38.50
421676	3/8/2024	020288 JEFFREY WETMORE	Ref000283363 Ref000283364		REFUND REM OF DEPOSIT FOR ELEC REFUND REM OF DEPOSIT FOR ELEC	35.18 35.18
					Total :	70.36
421677	3/8/2024	020312 KAIN, CAROLYN	7701-00		UB-REFUND	149.33
					Total :	149.33
421678	3/8/2024	020337 KARIMPOUR, ROY	2402-004		BUILDING PERMIT REFUND FOR 587 N	789.00
					Total :	789.00
421679	3/8/2024	000199 KENNEDY EQUIPMENT CO INC	45734 46698	116951 116951	CREDIT MEMO - (BLA) MISC SUPPLIES (BLA) MISC SUPPLIES & MATERIALS - V	-54.95 180.79
					Total :	125.84
421680	3/8/2024	018716 KNAPP, SAMUEL	INV 12.20.23 #1 INV. 12.20.23 #2	117574 117645	AGR 7581 - EXPERT WITNESS - ARBOF AGR 7581.1 - EXPERT WITNESS - ARBC	5,000.00 2,500.00
					Total :	7,500.00
421681	3/8/2024	004974 LANCE, SOLL & LUNGHARD LLP	61473	117400	AGR 7155 - FISCAL YEAR 2023 AUDIT	15,460.00
					Total :	15,460.00
421682	3/8/2024	007003 LANGSTON, SNYDER	Ref000283563		REFUND DEPOSIT FOR CK# 084601	1,500.00
					Total :	1,500.00
421683	3/8/2024	020340 LEE, SOHYUN	MAC-0217		MILLS ACT REFUND FOR 589 S. WOOD	1,050.00
					Total :	1,050.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421684	3/8/2024	000222 LIFE-ASSIST INC	1405783	116822	(BLA) EMS MEDICAL SUPPLIES FOR OF	99.67
			1407376	116822	(BLA) EMS MEDICAL SUPPLIES FOR OF	7,157.30
			1409082	116822	(BLA) EMS MEDICAL SUPPLIES FOR OF	4,015.23
					Total :	11,272.20
421685	3/8/2024	000223 LIFECOM INC	2102320-IN	116953	(BLA) CALIBRATION PUMP & BATTERY	348.57
			2102464-IN	116953	(BLA) CALIBRATION PUMP & BATTERY	65.00
					Total :	413.57
421686	3/8/2024	011766 LINE GEAR FIRE & RESCUE EQUIP	48373	116823	TURNOUT BOOT	479.49
			48374	116823	TURNOUT BOOT	479.49
			48375	116823	TURNOUT BOOT	479.49
			48534	116823	GERARD	25.86
			48535	116823	WIEGAND	25.86
			48536	116823	MOORE	25.86
			48537	116823	DUNWOODY	12.93
			48538	116823	SWALLOW	161.63
			48540	116823	POLO SHIRTS	1,150.77
			48541	116823	HAMILTON	36.10
			48550	116823	MYGATT	334.03
			48592	116823	GERARD	45.26
			48594	116823	JOHNSON	312.48
			48595	116823	LAURIDSEN	463.33
			48596	116823	MYGATT	177.79
			48597	116823	BAUDOT	99.56
			48600	116823	DEWALSCHE	334.03
			48612	116823	COLE	25.86
					Total :	4,669.82
421687	3/8/2024	005179 MAINSTAR INC	3238	116635	AGR 7479 - LAND MANAGEMENT & WO	10,800.00
					Total :	10,800.00
421688	3/8/2024	018342 MARK THOMAS & COMPANY INC	49489	116186	AGR 7388 - ENGINEERING DESIGN & E	25,097.98
			50086	116186	AGR 7388 - ENGINEERING DESIGN & E	58,007.50
			50423	116186	AGR 7388 - ENGINEERING DESIGN & E	55,030.75
					Total :	138,136.23

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421689	3/8/2024	002103 MARV GOLDEN DISCOUNT SALES	192495		DAVID CLARK H3432 HEADSET	1,240.18
Total :						1,240.18
421690	3/8/2024	009547 MC CUNE & HARBER LLP	120120	117188	AGR 7530 - ATTORNEY SERVICES - FY2	4,312.00
Total :						4,312.00
421691	3/8/2024	000250 MC MASTER-CARR SUPPLY CO	22309899	116866	(BLA) VARIOUS TOOLS AND EQUIPMEN	159.70
			22556872	116968	(BLA) AUTOMOTIVE PARTS FOR CITY V	39.77
Total :						199.47
421692	3/8/2024	002332 MC PEEK DODGE OF ANAHEIM	30766-2	116969	(BLA) AUTOMOTIVE PARTS FOR CITY V	99.13
			30766-3	116969	(BLA) AUTOMOTIVE PARTS FOR CITY V	42.54
			31114	116969	(BLA) AUTOMOTIVE PARTS FOR CITY V	536.16
Total :						677.83
421693	3/8/2024	020067 MEDIA CONTROL SYSTEMS LLC	00003989	117576	TIGHTROPE CABLECAST VIO SYSTEM	1,500.00
Total :						1,500.00
421694	3/8/2024	001367 CITY OF ANAHEIM / MCFA	mtrc0347	116867	3RD QTR - FY 23/24	250,521.50
Total :						250,521.50
421695	3/8/2024	001867 MISSION LINEN SUPPLY	521127835	116926	PD TOWEL SERVICES FY 23-24	191.43
Total :						191.43
421696	3/8/2024	000793 MITSUBISHI ELECTRIC US INC	478846	117179	(BLA) PARKING STRUCTURE ELEVATOI	607.55
Total :						607.55
421697	3/8/2024	020328 MONTOYA, ALFONSO	TR59944		REFUND OF DECURITY DEPOSIT FOR	50.00
Total :						50.00
421698	3/8/2024	014373 MORSE PLANNING GROUP	2024-001	113913	AGR 7126 - CEQA DOCUMENT REVIEW	275.00
Total :						275.00
421699	3/8/2024	002712 MOTOROLA SOLUTIONS INC	8281772854	116608	APX 6500 RADIO TO OUTFIT POLICE T/	8,412.18
			8281773430	116608	APX 6500 RADIO TO OUTFIT POLICE T/	6,533.25
Total :						14,945.43
421700	3/8/2024	000261 MUNICIPAL WATER DISTRICT OF	17459	117653	AGR 7629-LEAD SERVICE LINE INVENT	55,878.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421700	3/8/2024	000261 000261 MUNICIPAL WATER DISTRICT OF	(Continued)		Total :	55,878.00
421701	3/8/2024	000909 NATIONAL CONSTRUCTION RENTALS	7311820	117257	(BLA) PORTABLE TOILET RENTALS - PA	76.32
			7319658	117366	(BLA) FENCING SERVICES FOR W. STF	1,003.87
					Total :	1,080.19
421702	3/8/2024	001987 NIEVES LANDSCAPE INC	76836	117147	AGR 7167 (20-21.25) LANDSCAPE MAIN	25,962.00
			76837	117148	AGR 6987 & 6987.1 (190-18) LANDSCAP	22,056.05
			76839	117146	AGR 7144(20-21.37)LANDSCAPE MAINT	10,396.65
			76992	117148	AGR 6987 & 6987.1 (190-18) LANDSCAP	348.80
					Total :	58,763.50
421703	3/8/2024	020236 ONYX PAVING COMPANY INC	23-105-1	117579	AGR 7621 (23-24.07) - PARKING LOT PA	477,582.90
			23-105-1		Retainage	(23,879.15)
			23-105-3.1	117579	AGR 7621 (23-24.07) - PARKING LOT PA	381,544.91
			23-105-3.1		Retainage	(19,077.25)
			23-105-3.2	117579	AGR 7621 (23-24.07) - PARKING LOT PA	154,533.10
			23-105-3.2		Retainage	(7,726.66)
					Total :	962,977.85
421704	3/8/2024	000096 ORANGE CNTY TREASURER-TAX COLL	SH67922	116930	OCATS FEB 2024	1,104.51
			SH67961	116933	AFIS BILLING FEB 2024	4,996.00
			SH67979	116931	AGR 6447.4.1 - FORENSIC SERVICES F	15,938.08
					Total :	22,038.59
421705	3/8/2024	001406 ORANGE COUNTY TREASURER	PS302		PUBLISHING SVC THROUGH JANUARY	2,842.94
					Total :	2,842.94
421706	3/8/2024	000878 ORANGE CYCLE INC	15775		ORANGE CYCLE-BIKE LOAN TO OWN F	180.60
			15776		ORANGE CYCLE BIKE LOAN TO OWN F	139.06
			15777		ORANGE CYCLE BIKE LOAN TO OWN F	146.60
			15779		ORANGE CYCLE BIKE LOAN TO OWN F	139.06
			15984		ORANGE CYCLE BIKE LOAN TO OWN F	550.00
					Total :	1,155.32
421707	3/8/2024	000570 P J PRINTERS, REGIONAL PRINTING	220487		SPECIAL ORDER- BUSINESS CARDS	497.96
					Total :	497.96

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421708	3/8/2024	020326 PARSONS, GAVIN	TR54037		GARDEN PLOT DEPOSIT RETURN	100.00
Total :						100.00
421709	3/8/2024	019060 PARTS AUTHORITY LLC	065-615018	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	48.65
			065-616984	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	12.35
			065-618598	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	54.31
			065-630008	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	58.84
			065-630593	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	57.86
			065-633846	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	78.87
			065-635331	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	43.40
			102140007	117013	CREDIT MEMO - (BLA) AUTOMOTIVE P/	-56.57
			102140008	117013	CREDIT MEMO - (BLA) AUTOMOTIVE P/	-101.30
			102140009	117013	CREDIT MEMO - (BLA) AUTOMOTIVE P/	-43.40
			102140010	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	-72.77
			102-994053	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	38.25
			102-995022	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	4.48
			102-995023	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	4.02
			102-996004	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V	91.54
Total :						218.53
421710	3/8/2024	015111 PASCAL & LUDWIG CONSTRUCTORS	Ref000283564		REFUND DEPOSIT FOR CK# 44426	1,500.00
Total :						1,500.00
421711	3/8/2024	020305 PASTORELLO, M M	3632-01		UB-REFUND	13.50
Total :						13.50
421712	3/8/2024	019401 PENN CARE INC	A103548	117014	(BLA) AUTOMOTIVE PARTS FOR CITY V	3,493.54
Total :						3,493.54
421713	3/8/2024	001325 PEST OPTIONS INC	440947	117087	(BLA) RODENT CONTROL - FY 23/24	230.00
			441702	117087	(BLA) RODENT CONTROL - FY 23/24	290.00
			441912	117087	(BLA) RODENT CONTROL - FY 23/24	370.00
			441930	117087	(BLA) RODENT CONTROL - FY 23/24	290.00
Total :						1,180.00
421714	3/8/2024	020309 PLADTAG LLC	63527-02		UB-REFUND	70.92
Total :						70.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421715	3/8/2024	020333 POWELL CONSTRUCTORS INC	Ref000283570		REFUND DEPOSIT FOR CK# 041246	1,500.00
Total :						1,500.00
421716	3/8/2024	020331 PRIMUS CONTRACTING GROUP INC	Ref000283566		REFUND DEPOSIT FOR VISA# 7774	1,500.00
Total :						1,500.00
421717	3/8/2024	016082 RAAB, DAVID	Ref000283368		REFUND REM DEPOSIT FOR MC #7981	1,454.92
Total :						1,454.92
421718	3/8/2024	020308 RENGERT, THERESE	45934-03		UB-REFUND	103.98
Total :						103.98
421719	3/8/2024	020311 RODEO ANUAT REGINO	4499-00		UB-REFUND	99.98
Total :						99.98
421720	3/8/2024	000351 ROSEBURROUGH TOOL INC	767627	117174	(BLA) MATERIALS & SUPPLIES FOR RE	56.69
Total :						56.69
421721	3/8/2024	001006 SASE COMPANY LLC	INV338383	116946	(BLA) CONCRETE SUPPLIES & REPAIR	1,071.31
Total :						1,071.31
421722	3/8/2024	020290 SCOTT RESNICK	Ref000283367		REFUND REM OF DEPOSIT FOR VISA #	3,129.22
Total :						3,129.22
421723	3/8/2024	020327 SEESANGRIT, MELODY	TR54078		GARDEN PLOT DEPOSIT RETURN	100.00
Total :						100.00
421724	3/8/2024	000372 SELMAN CHEVROLET CO	603267	117026	(BLA) AUTOMOTIVE PARTS AND REPAIR	21.55
Total :						21.55
421725	3/8/2024	000373 SHAMROCK SUPPLY CO INC	2752048	116996	(BLA) HARDWARE SUPPLIES - WATER	1,608.49
Total :						1,608.49
421726	3/8/2024	004604 SHRED-WISE INC	4612020824		SHRED WISE FEB 2024	50.00
Total :						50.00
421727	3/8/2024	020332 SMICK, DAN	Ref000283568		REFUND REM DEPOSIT FOR VISA# 645	1,392.75
Total :						1,392.75

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421728	3/8/2024	009672 SMITH PIPE & SUPPLY INC	4113430	117091	(BLA) IRRIGATION SUPPLIES - FY 23-24	435.82
Total :						435.82
421729	3/8/2024	000718 SOUTH COAST AQMD	4302431	116998	1502 N CANNON ST - I C E EM ELEC G	504.91
			4302567	116998	2815 E VILLA REAL REAL (MARYWOOD	504.91
			4305260	116998	1502 N CANNON ST - EMISSIONS FEE	160.35
			4306067	116998	MARYWOOD PUMP STATION -2815 E V	160.35
Total :						1,330.52
421730	3/8/2024	001769 SOUTHERN CALIFORNIA GRADING	Ref000283565		REFUND DEPOSIT FOR CK# 110792	1,500.00
Total :						1,500.00
421731	3/8/2024	002990 SOUTHERN COUNTIES LUBRICANTS	198658	117032	(BLA) BULK OIL, GREASES, LUBE, FUE	3,501.67
Total :						3,501.67
421732	3/8/2024	000386 SOUTHERN COUNTIES OIL CO	2587618-IN	117095	(BLA) CITYWIDE FUEL - FY 23/24	5,687.32
			2588070-IN	117095	(BLA) CITYWIDE FUEL - FY 23/24	3,635.42
Total :						9,322.74
421733	3/8/2024	016366 SPECIALTY TRUCK COLLISION	13687		IDENTIFIER PLATES UNIT 2300	683.25
Total :						683.25
421734	3/8/2024	001303 SUNRISE MULTISPECIALIST MED CT	00173008-00		SERVICE DATE: 2/13/24	15.00
			00173122-00	117070	AGR 6827.C-PHYSICALS-SUNRISE MEI	65.00
			00173449-00	117564	COLTON PARKER	140.00
			00173517-00	117070	AGR 6827.C-PHYSICALS-SUNRISE MEI	65.00
Total :						285.00
421735	3/8/2024	000817 TERRYS TESTING	775799	117183	REPLACED STOLEN 2" BACKFLOW DE'	2,895.00
			783987	117183	801 S LEWIS ST - BACKFLOW REPLACI	2,650.00
Total :						5,545.00
421736	3/8/2024	019329 TESS ELECTRIC INC	1401	117001	WELL 24 BOOSTER #2 REPAIR	620.00
Total :						620.00
421737	3/8/2024	002294 T-MOBILE	9560698983		DR# 24-01-0968	100.00
Total :						100.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421738	3/8/2024	020313 TOMCZAK, KERRY	20072-05		UB-REFUND	77.32
					Total :	77.32
421739	3/8/2024	020302 TRAN, MICHAEL	50470-02		UB-REFUND	99.96
					Total :	99.96
421740	3/8/2024	003155 TRI-AD	93231651	117073	(BLA) TRI-AD FLEX SPENDING ADMINIS	712.50
					Total :	712.50
421741	3/8/2024	012345 TRITON TECHNOLOGY SOLUTIONS	3188		CARBONITE ULTRA STANDARD POWER	515.97
					Total :	515.97
421742	3/8/2024	020310 TUSTIN ST INVESTMENT LLC	9065-01		UB-REFUND	82.51
					Total :	82.51
421743	3/8/2024	020286 PAX WATER TECHNOLOGIES	00008870		SERVICE KIT, MOTOR CONTROL BOAR	1,861.13
					Total :	1,861.13
421744	3/8/2024	009462 UNITED AUTOMOTIVE SERVICE INC	131453	117053	(BLA) AUTOMOTIVE REPAIRS FOR CITY	71.70
					Total :	71.70
421745	3/8/2024	000944 UNITED PARCEL SERVICE	00005733W1074 - 2024 00005733W1094 - 2024		UPS WEEKLY SHIPMENTS UPS WEEKLY SHIPMENTS	234.62 170.75
					Total :	405.37
421746	3/8/2024	019230 UNITED RENTALS INC	230614459-001 230662292-001 230724062-001	117076 117076 117006	(BLA) CONCRETE MATERIAL - STREET (BLA) CONCRETE MATERIAL - STREET (BLA) EQUIPMENT RENTAL & SUPPLIES	1,457.33 612.04 300.36
					Total :	2,369.73
421747	3/8/2024	018912 UNIVERSITY OF CALIFORNIA, REGE	11140730		LEGAL SUBSCRIPTION - CA GOV TORT	380.36
					Total :	380.36
421748	3/8/2024	020303 VEGA, MIGUEL	7858-00		UB-REFUND	160.00
					Total :	160.00
421749	3/8/2024	001845 VERIZON WIRELESS	9956889863	116942	PD CELL PHONE CHARGES JAN 17 - FE	691.37

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421749	3/8/2024	001845 001845 VERIZON WIRELESS	(Continued)		Total :	691.37
421750	3/8/2024	002319 WATERLINE TECHNOLOGIES	5672988	117122	215 GAL CHLORINE DELIVERED TO WE	685.72
			5672990	117122	160 GAL CHLORINE DELIVERED TO WE	510.30
			5672991	117122	161 GAL CHLORINE DELIVERED TO WE	513.49
			5672992	117122	184 GAL CHLORINE DELIVERED TO WE	586.85
					Total :	2,296.36
421751	3/8/2024	002071 WELLS FARGO FINANCIAL LEASING	5028587493		COPIER LEASE - 450-0010424-004 02/20	769.44
					Total :	769.44
421752	3/8/2024	000441 WEST PUBLISHING CORP	849762832		SUBSCRIPTION CA GOVT CODE VOL 1-	206.88
					Total :	206.88
421753	3/8/2024	020304 WILKENS, MICHELLE	23752-01		UB-REFUND	156.65
					Total :	156.65
421754	3/8/2024	017776 WORKFORCE PRODUCTS INC	4975		SAFETY SUPPLIES - WATER DIVISION	1,100.20
					Total :	1,100.20
421755	3/8/2024	001153 ZOLL MEDICAL CORP	3916085	116874	(BLA) MEDICAL SUPPLIES FY 23/24	1,468.46
					Total :	1,468.46
3052024	3/5/2024	000385 SOUTHERN CALIFORNIA GAS CO	03/05/2024		UTILITIES	1,163.67
					Total :	1,163.67
165 Vouchers for bank code : wfap						Bank total : 3,785,031.36
165 Vouchers in this report						Total vouchers : 3,785,031.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
5430	3/13/2024	000261 MUNICIPAL WATER DISTRICT OF	11388		JANUARY 2024 PURCHASED WATER 600.8011.53420.00000	75,357.74 Total : 75,357.74
421756	3/14/2024	001990 EYEMED	MAR '24		INVOICE# 166191126 100.20183	1,213.86 Total : 1,213.86
421757	3/14/2024	001197 STATE OF CALIFORNIA	E2037588SN		130 LEMON ST - ELEVATOR CONVEYAN 100.5028.51401.00000	225.00 Total : 225.00
421758	3/14/2024	001197 STATE OF CALIFORNIA	E2037733SN		230 E CHAPMAN ELEVATOR CONVEYAI 100.5028.51401.00000	225.00 Total : 225.00
421759	3/14/2024	001197 STATE OF CALIFORNIA	E2039934SN		1107 BATAVIA ELEVATOR CONVEYANCI 100.5028.51401.00000	225.00 Total : 225.00
421760	3/14/2024	001197 STATE OF CALIFORNIA	E2039936SN		1107 N BATAVIA ELEVATOR CONVEYAN 100.5028.51401.00000	225.00 Total : 225.00
421761	3/14/2024	001197 STATE OF CALIFORNIA	E2041562SN		407 E CHAPMAN ELEVATOR CONVEYAI 100.5028.51401.00000	225.00 Total : 225.00
421762	3/14/2024	001197 STATE OF CALIFORNIA	E2037590SN		130 N LEMON ELEVATOR CONVEYANC 100.5028.51401.00000	225.00 Total : 225.00
421763	3/14/2024	013159 ALONZO, JASON	RUNNING SHOES 23/24		RUNNING SHOES REIMB 2023/2024 100.3011.53030.00000	150.00 Total : 150.00
421764	3/14/2024	003058 CMRTA	CMRTA 3/21/24		CMRTA DIV 3 MEETING 3/21/24	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421764	3/14/2024	003058 CMRTA	(Continued)		100.1221.51840.00000	110.00
					Total :	110.00
421765	3/14/2024	020338 DURAN, ASHLEY	02/20-23/2024RB		INDIVIDUAL TRAVEL EXPENSE REPOR 730.0312.51830.00000	1,251.41
					Total :	1,251.41
421766	3/14/2024	020029 ENVIRONMENTAL CONSTRUCTION INC	04	117433	AGR 7529 - (22-23.33) WELL 28 DRILLIN 600.8011.56411.18120	178,098.90
				117433	550.8011.56411.18120	109,401.10
			04		Retainage	(14,375.00)
					Total :	273,125.00
421767	3/14/2024	011602 MILLER, PAUL	February 2024		DATA USAGE 1/14/24 TO 2/13/24 100.7001.51011.00000	30.00
					Total :	30.00
421768	3/14/2024	020036 U S BUILDERS AND CONSULTANTS	3	117443	AGR 7542 - (22-23.24) BIN STORAGE PF 600.8041.56510.20429	188,428.00
			3		Retainage	(9,421.40)
					Total :	179,006.60
421769	3/14/2024	013781 ULTIMATE MAINTENANCE SERVICES	33465	117184	AGR 7196 (20-21.42) CUSTODIAL SERV 100.5028.51422.00000	37,543.90
					Total :	37,543.90
421770	3/14/2024	002124 VELASCO, ALAN	RUNNING SHOES 23/24		RUNNING SHOES REIMB 2023/2024 100.3011.53030.00000	183.93
					Total :	183.93
421771	3/14/2024	020345 BUREAU OF INDIAN AFFAIRS, INDIAN AFFRS	1804012640		REFUND OF DUPLICATE PAYMENT - W/ 100.20319	134,079.42
					Total :	134,079.42
421772	3/14/2024	016271 A FRANCINI MD PC	1262		IDR EVALUATION 730.0312.52210.00000	400.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421772	3/14/2024	016271 016271 A FRANCINI MD PC	(Continued)		Total :	400.00
421773	3/14/2024	004981 ACADEMY ELECTRIC INC	1375-21	117155	AGR 7523 (22-23.39) - ELECTRICAL PRE 100.7022.51420.00000	7,100.00
					Total :	7,100.00
421774	3/14/2024	000013 ACCESSORIE AIR COMPRESSOR	208784		LABOR 100.3021.51402.00000	266.16
					Total :	266.16
421775	3/14/2024	005997 ACTION WASTE OIL SERVICE LLC	7843		REMOVAL OF USED OIL (500 GAL) 710.5023.51402.00000	200.00
					Total :	200.00
421776	3/14/2024	019738 ADVANCED SECURITY SYSTEMS INC	031845		MONITORING SERVICE #2179-IT SRV R 100.5028.51401.00000	119.85
			031846		MONITORING SERVICE #2180-FINANCE 100.5028.51401.00000	119.85
			031847		MONITORING SERVICE #2182-WATER \\\n100.5028.51401.00000	119.85
			031857		MONITORING SERVICE #2202-TAFT LIE 100.5028.51401.00000	119.85
			031881		MONITORING SERVICE #2330-COMM S 100.5028.51401.00000	119.85
					Total :	599.25
421777	3/14/2024	000539 AIR SOURCE INDUSTRIES	001912360	116814	STATION # 6 125.3022.53510.00000	287.60
			00907769	116814	STATION # 5 125.3022.53510.00000	121.00
			00909611	116814	STATION # 3 125.3022.53510.00000	375.85
			00909695	116814	STATION # 6 125.3022.53510.00000	287.60
			00909701	116814	STATION # 4 125.3022.53510.00000	358.20
			00911535		STATION # 1	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421777	3/14/2024	000539 AIR SOURCE INDUSTRIES	(Continued)			
			00912151	116814	125.3022.53510.00000 STATION # 5	340.55
			00912276	116814	125.3022.53510.00000 STATION # 3	128.75
			00912366	116814	125.3022.53510.00000 STATION # 4	375.85
			0909492	116814	125.3022.53510.00000 STATION # 5	340.55
				116814	125.3022.53510.00000	128.75
					Total :	2,744.70
421778	3/14/2024	018270 ALARM CONNECTIONS	8112660		(BLA) ALARM & FIRE MONITORING FOF	
			8112661	116834	100.5028.51423.00000 (BLA) ALARM & FIRE MONITORING FOF	277.23
			8112662	116834	100.5028.51423.00000 (BLA) ALARM & FIRE MONITORING FOF	56.70
				116834	100.5028.51423.00000	56.70
					Total :	390.63
421779	3/14/2024	019874 ALEXANDERS CONTRACT SVCS INC	105042		AGR 7485 - METER READING SERVICE	
				116639	600.8041.51670.00000	9,900.36
					Total :	9,900.36
421780	3/14/2024	001029 ALLSTAR FIRE EQUIPMENT INC	254035		(BLA) FIREFIGHTER SAFETY GEAR ANI	
				116815	560.3021.56032.20124	9,877.23
					Total :	9,877.23
421781	3/14/2024	020164 ALS GROUP USA INC	522401265		AGR 7001.1 - (190-45) WATER QUALITY	
			522401266	117490	600.8011.51670.00000 AGR 7001.1 - (190-45) WATER QUALITY	6.50
			522401267	117490	600.8011.51670.00000 AGR 7001.1 - (190-45) WATER QUALITY	44.00
			522401268	117490	600.8011.51670.00000 AGR 7001.1 - (190-45) WATER QUALITY	234.00
			522401269	117490	600.8011.51670.00000 AGR 7001.1 - (190-45) WATER QUALITY	44.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421781	3/14/2024	020164 ALS GROUP USA INC	(Continued)			
				117490	600.8011.51670.00000	13.00
			522401270		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	227.50
			522401271		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	44.00
			522401272		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	13.00
			522401273		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	31.00
			522401274		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	44.00
			522401275		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	214.50
			522401295		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	80.00
			522401296		AGR 7001.1 - (190-45) WATER QUALITY	
				117490	600.8011.51670.00000	992.00
					Total :	1,987.50
421782	3/14/2024	013526 ALVARIA INC	ASI079533		MARCH 2024	
				116816	100.3021.51040.00000	150.00
					Total :	150.00
421783	3/14/2024	019275 AMERIGAS PROPANE LP	3161019756		(BLA) PROPANE SERVICES - W. STRUC	
				117301	100.0000.51670.30200	143.90
					Total :	143.90
421784	3/14/2024	001380 ANCHOR SIGN AND DISPLAY	8810		STICKERS	
					100.3022.51761.00000	86.20
					Total :	86.20
421785	3/14/2024	019520 ANSWER CALIFORNIA	000032-028-841		(BLA) ANSWERING SERVICE - WATER I	
				116888	600.8011.51670.00000	723.62
					Total :	723.62
421786	3/14/2024	002388 AT & T MOBILITY	28730389358402172024		WIRELESS SERVICE FOR SCADAAT W	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421786	3/14/2024	002388 AT & T MOBILITY	(Continued)		600.8011.51423.00000	86.48
					Total :	86.48
421787	3/14/2024	002217 AT&T	03/04/2024		CITYWIDE PHONE SVC: 02/04/2024 - 03	
					100.0401.51670.00000	29.35
					100.3011.51011.00000	29.35
					100.5028.51423.00000	29.35
					100.5028.51450.20421	461.78
					780.1601.51011.00000	1,899.67
					Total :	2,449.50
421788	3/14/2024	005378 AUTO ZONE	5942633007		CREDIT MEMO - (BLA) AUTOMOTIVE PA	
				116838	710.15102	-88.36
			5942680836		(BLA) AUTOMOTIVE PARTS FOR CITY V	
				116838	710.15102	14.00
			5942682485		(BLA) AUTOMOTIVE PARTS FOR CITY V	
				116838	710.15102	81.85
					Total :	7.49
421789	3/14/2024	000042 BAKER & TAYLOR INC	L1213274AUG23		(BLA) BOOK PURCHASES FY23/24	
				117278	100.2001.53301.00000	9,092.04
			L1213274DEC23		(BLA) BOOK PURCHASES FY23/24	
				117278	100.2001.53301.00000	5,658.15
			L1213274JAN24		(BLA) BOOK PURCHASES FY23/24	
				117278	100.2001.53301.00000	6,579.04
			L1213274NOV23		(BLA) BOOK PURCHASES FY23/24	
				117278	100.2001.53301.00000	7,166.10
			L1213274OCT23		(BLA) BOOK PURCHASES FY23/24	
				117278	100.2001.53301.00000	8,950.80
			L1213274SEPT24		(BLA) BOOK PURCHASES FY23/24	
				117278	100.2001.53301.00000	6,847.89
					Total :	44,294.02
421790	3/14/2024	013658 BEE EMERGENCY RESPONSE TE	56814		(BLA) BEE REMOVAL FROM PARKS LOC	
				117062	100.7022.51700.00000	110.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421790	3/14/2024	013658 013658 BEE EMERGENCY RESPONSE TE	(Continued)		Total :	110.00
421791	3/14/2024	020284 BEST LAWNMOWER INC	109940	117638	(BLA) REPAIRS TO MACHINES & EQUIP 270.5021.51402.00000	476.40
					Total :	476.40
421792	3/14/2024	002011 BURTONS FIRE INC	S63475	116841	(BLA) PARTS FOR FIRE APPARATUS M/ 710.15102	177.60
					Total :	177.60
421793	3/14/2024	001624 C WELLS PIPELINE MATERIALS	SINV24-1572	116844	MAINLINE SUPPLIES - WATER DIVISION 600.8041.55451.00000	8,859.64
					Total :	8,859.64
421794	3/14/2024	000065 CALIFORNIA AUTO REFRIGERATION	317511	116897	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	433.13
					Total :	433.13
421795	3/14/2024	009578 CALIFORNIA PROFESSIONAL ENGR	CPEPP#1	116534	AGR 7466 (22-23.18) CHAPMAN AVE & E 263.5074.56100.20329	104,008.25
				116534	550.5032.56100.20329	208,036.50
			CPEPP#1		Retainage	(15,602.24)
					Total :	296,442.51
421796	3/14/2024	017952 CAL-STATE AUTO PARTS INC	194048	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	384.88
			195903	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	110.23
			197315	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	141.04
			197405	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	126.82
			197878	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	45.60
			541805	116842	CREDIT MEMO - (BLA) AUTOMOTIVE P/ 710.15102	-80.81
					Total :	727.76

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421797	3/14/2024	006583 CAM SERVICES	89365	116810	AGR 7379 - PLAZA STEAM CLEANING S 100.5022.51700.00000	69.00
			89366	116810	AGR 7379 - PLAZA STEAM CLEANING S 100.5022.51700.00000	185.00
			90123	116810	AGR 7379 - PLAZA STEAM CLEANING S 100.5022.51700.00000	2,100.00
			90124	116810	AGR 7379 - PLAZA STEAM CLEANING S 100.5022.51700.00000	1,100.00
			90125	116810	AGR 7379 - PLAZA STEAM CLEANING S 100.5022.51700.00000	400.00
			90126	116810	AGR 7379 - PLAZA STEAM CLEANING S 100.5022.51700.00000	550.00
					Total :	4,404.00
421798	3/14/2024	018974 CHARTER COMMUNICATIONS HOLDING	1798050030124	116801	(BLA) FIBER AND INTERNET SERVICE - 100.3011.51011.00000	690.00
			1805483030124	116801	(BLA) FIBER AND INTERNET SERVICE - 100.3011.51011.00000	267.54
			4806874030224	116801	(BLA) FIBER AND INTERNET SERVICE - 100.3011.51011.00000	267.54
					Total :	1,225.08
421799	3/14/2024	003595 CINTAS CORPORATION NO 2	4184867035	117065	(BLA) UNIFORM MAINTENANCE - FY 23 100.7022.51722.00000	179.44
					Total :	179.44
421800	3/14/2024	019162 CINTAS	4184874316	116898	(BLA) LAUNDRY SERVICE FOR FLEET - 710.5023.51721.00000	155.39
					Total :	155.39
421801	3/14/2024	020178 COLANTUONO HIGHSMITH & WHATLEY	59424	117512	AGR 7595 - LEGAL SERVICES - FY 2023 100.0301.51600.00000	1,134.00
					Total :	1,134.00
421802	3/14/2024	000101 CULLIGAN	1929821	116848	(BLA) PORTABLE TANK EXCHANGE - W 600.8011.53060.00000	109.57
					Total :	109.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421803	3/14/2024	019991 DAVIS FARR LLP	1028	117525	AGR 7590 - ACCOUNTING SERVICES - I 100.1231.51670.00000	9,800.00
					Total :	9,800.00
421804	3/14/2024	000583 DEMCO INC	7436237	117100	(BLA) BOOK PROCESSING SUPPLIES F 100.2004.53345.00000	451.03
					Total :	451.03
421805	3/14/2024	014203 DIVERSIFIED THERMAL SERVICES	S42079	117361	AGR 6497.A.2/6497.A.3 (189-19) HVAC F 100.7022.51420.00000	3,368.00
					Total :	3,368.00
421806	3/14/2024	012011 ECOFERT INC	5887	117081	(BLA) LANDSCAPE FERTIGATION - FY 2 100.7022.51420.00000	956.00
					Total :	956.00
421807	3/14/2024	017398 ECONOLITE CONTROL PRODUCTS INC	INV220440	117138	(BLA) CONTROLLER/ MONITOR PRODL 270.5032.56100.16305	12,792.40
					Total :	12,792.40
421808	3/14/2024	019237 EDINGER URGENT CARE	00056074-00	117152	AGR 7474 EDINGER URGENT CARE FY 100.1401.51640.00000	783.00
					Total :	783.00
421809	3/14/2024	000846 EMERGENCY MEDICAL SERVICES AUT	27682-2307		ISAIAH ESCOTO AND JAIME ARAUJO 125.3022.51860.00000	74.00
					Total :	74.00
421810	3/14/2024	001639 FACTORY MOTOR PARTS CO	11-1983270	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	275.28
			12-5795399	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	270.73
					Total :	546.01
421811	3/14/2024	017319 FEHR & PEERS	172550	116766	AGR 7506 - TRANSIT PLANNING STUDY 550.5031.56100.20443	6,987.12
				116766	263.5031.56100.20443	776.35

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421811	3/14/2024	017319 017319 FEHR & PEERS	(Continued)		Total :	7,763.47
421812	3/14/2024	002278 FERGUSON ENTERPRISES INC #1350	3449064	116950	(BLA) MAINLINE SUPPLIES - WATER - F 600.8041.55460.00000	44.83
					Total :	44.83
421813	3/14/2024	000002 FLEET SERVICES INC	01P137660	116892	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	470.39
					Total :	470.39
421814	3/14/2024	001657 FLEETPRIDE INC	114872781		COOLANT LEVEL SENSOR 710.15102	241.37
					Total :	241.37
421815	3/14/2024	002958 FORTEL TRAFFIC INC	15133	116210	AGR 7410 - PROFESSIONAL SERVICES 500.5032.56100.16302	500.00
					Total :	500.00
421816	3/14/2024	002198 GALLS LLC	027211822	116919	PD UNIFORMS: M SUAREZ 100.4011.53030.00000	1,007.61
			027211833	116919	PD UNIFORMS: B PRIETO 100.4011.53030.00000	23.56
			027211845	116919	PD UNIFORMS: R POLLOCK 100.4011.53030.00000	84.80
			027211847	116919	PD UNIFORMS: B PRIETO 100.4011.53030.00000	380.70
			027211890	116919	PD UNIFORMS: LOCKERSTOCK (PEPPI 100.4011.53030.00000	178.78
			027225269	116919	PD UNIFORMS: O SANCHEZ 100.4011.53030.00000	109.29
			027225296	116919	PD UNIFORMS: J WILKERSON 100.4011.53030.00000	50.63
			027225297	116919	PD UNIFORMS: K KREUTZIGER 100.4011.53030.00000	68.96
			027225401	116919	PD UNIFORMS: G CATES 100.4011.53030.00000	62.50
			027239341		PD UNIFORMS: C MOLINA (EXPLORER	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421816	3/14/2024	002198 GALLS LLC	(Continued)			
			027251293	116919	100.4021.53370.00000 PD UNIFORMS: N RUIZ	22.86
			027251322	116919	100.4011.53030.00000 PD UNIFORMS: J WILKERSON	18.05
					100.4011.53030.00000	19.34
					Total :	2,027.08
421817	3/14/2024	008614 GARY BALE REDI-MIX CONCRETE	0220376-IN	116855	(BLA) CONCRETE MATERIAL - STREET 263.5021.53840.00000	1,716.33
					Total :	1,716.33
421818	3/14/2024	018285 HMC - ANAHEIM	19V0076007		(BLA) AUTOMOTIVE PARTS FOR CITY V	
			19V0076208	116960	710.15102 (BLA) AUTOMOTIVE PARTS FOR CITY V	83.84
			19V0076328	116960	710.15102 (BLA) AUTOMOTIVE PARTS FOR CITY V	30.40
				116960	710.15102	14.80
					Total :	129.04
421819	3/14/2024	019436 HASA INC	944131	117634	AGR 7061.1 & 7061.2 (20-21.08) - HART 100.7022.51420.00000	2,000.00
					Total :	2,000.00
421820	3/14/2024	004358 HILLTOP ALARMS INC	33631		FIRE ALARM MONITORING FOR ORAN 100.7022.51700.00000	254.04
					Total :	254.04
421821	3/14/2024	000175 HI-STANDARD AUTOMOTIVE, LLC	27266A	116961	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	0.01
			27268		710.15102 UPFITTING FOR 5 FORD EXPLORER PI	32.85
				116137	720.5023.55212.V2323	11,229.50
					720.5023.55212.V2323	585.63
					Total :	11,847.99
421822	3/14/2024	017567 HORIZONS CONSTRUCTION CO INTL	121272.00A		AGR 7620 (SP-4273) GAS LINE REPLAC	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421822	3/14/2024	017567 HORIZONS CONSTRUCTION CO INTL	(Continued)			
				117595	500.5028.56020.19809	42,724.95
			121272.00A		Retainage	(2,136.25)
			121272.01A		AGR 7620 (SP-4273) GAS LINE REPLAC	
				117595	500.5028.56020.19809	5,480.34
			121272.01A		Retainage	(274.02)
Total :						45,795.02
421823	3/14/2024	020344 HP COMMUNICATIONS INC	EP 21362		EP21362 REFUND WORK CANCELLED	
					100.5012.46300.00000	928.00
			EP21364		ENC PERMIT 21364 REFUND. WORK C	
					100.5012.46300.00000	1,288.00
			EP21365		EP21365 ENC PERMIT REFUND DUE TO	
					100.5012.46300.00000	1,288.00
			EP21366		ENC PERMIT 21366 REFUND DUE TO V	
					100.5012.46300.00000	426.00
					100.5011.46320.00000	195.00
Total :						4,125.00
421824	3/14/2024	006309 HUNTINGTON SECURITY SYSTEMS	0206431-IN		ALARM SERVICE-FFS3	
					100.5028.51423.00000	31.45
			0206441-IN		ALARM SERVICE-FIRE HQ	
					100.5028.51423.00000	31.45
Total :						62.90
421825	3/14/2024	006466 IMPERIAL SPRINKLER SUPPLY INC	0014001418-001		(BLA) IRRIGATION SUPPLIES - FY 23-24	
				117083	100.7022.51011.00000	408.44
Total :						408.44
421826	3/14/2024	018938 INDUSTRIAL DOOR GROUP	23-801191		DOOR REPLACEMENT AND INSTALLAT	
					100.7022.51670.00000	3,272.15
Total :						3,272.15
421827	3/14/2024	017186 J BRANDT RECOGNITION LTD	63234		J. BRANDT RECOGNITION SERVICE AV	
					100.1401.53360.00000	1,025.40
Total :						1,025.40

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421828	3/14/2024	002099 JADTEC SECURITY SERVICES	2441757	117119	(BLA) ALARM SERVICE FOR CITY.~ 100.5028.51423.00000	116.85
Total :						116.85
421829	3/14/2024	016472 JOE MAR POLYGRAPH AND	2024-02-029	116925	PD POLYGRAPHS: T UHLS 100.4011.51670.00000	250.00
			2024-03-002	116925	PD POLYGRAPHS: S MURADYAN 100.4011.51670.00000	250.00
Total :						500.00
421830	3/14/2024	001727 KEYSTONE RIDGE DESIGNS	050456-01	117658	MT3D-32DRT - MIDTOWN 32 GALLON D 220.5022.53001.20526	5,658.50
				117658	220.5022.53001.20536	4,851.75
Total :						10,510.25
421831	3/14/2024	004815 KOA CORPORATION	JC23069-15	114718	AGR 7234 - ON-CALL TRAFFIC ENGINE 100.5031.51670.00000	1,407.00
Total :						1,407.00
421832	3/14/2024	000209 L N CURTIS & SONS	CM41371	117376	CREDIT MEMO - AUTOMOTIVE PARTS I 553.5023.55212.V2231	-1,874.31
			INV757695	117376	AUTOMOTIVE PARTS FOR UNIT 2231 O 553.5023.55212.V2231	8,671.75
					553.5023.55212.V2231	610.06
			INV762267	117376	AUTOMOTIVE PARTS FOR UNIT 2231 O 553.5023.55212.V2231	403.15
					553.5023.55212.V2231	31.24
			INV767448	117376	AUTOMOTIVE PARTS FOR UNIT 2231 O 553.5023.55212.V2231	42,642.70
					553.5023.55212.V2231	3,304.81
			INV771290	117376	AUTOMOTIVE PARTS FOR UNIT 2231 O 553.5023.55212.V2231	950.10
					553.5023.55212.V2231	73.63
			INV775620	117376	AUTOMOTIVE PARTS FOR UNIT 2231 O 553.5023.55212.V2231	202.76
					553.5023.55212.V2231	15.71
			INV777091		AUTOMOTIVE PARTS FOR UNIT 2231 O	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421832	3/14/2024	000209 L N CURTIS & SONS	(Continued)			
				117376	553.5023.55212.V2231	2,294.10
					553.5023.55212.V2231	177.79
			INV784992		AUTOMOTIVE PARTS FOR UNIT 2231 O	
				117376	553.5023.55212.V2231	138.69
					553.5023.55212.V2231	10.75
			INV790037		AUTOMOTIVE PARTS FOR UNIT 2231 O	
				117376	553.5023.55212.V2231	443.08
					553.5023.55212.V2231	34.34
			INV793951		(BLA) TURNOUT SAFETY GEAR AND EC	
				116821	100.3021.53940.00000	1,801.11
			INV797226		KPI74 89.2 TON MAXIFORCE AIR LIFTIN	
				117233	500.3021.56032.20501	3,052.35
					500.3021.56032.20501	236.56
					Total :	63,220.37
421833	3/14/2024	000221 LIEBERT CASSIDY WHITMORE	260695		AGR 7632 - HR LEGAL MATTERS - FY 20	
				117561	100.0301.51611.00000	1,034.50
			260696		AGR 7632 - HR LEGAL MATTERS - FY 20	
				117561	100.0301.51611.00000	507.65
					Total :	1,542.15
421834	3/14/2024	000222 LIFE-ASSIST INC	1410688		(BLA) EMS MEDICAL SUPPLIES FOR OF	
				116822	125.3022.53510.00000	6,331.05
					Total :	6,331.05
421835	3/14/2024	011766 LINE GEAR FIRE & RESCUE EQUIP	48668		JONES	
				116823	100.3011.53030.00000	235.97
			48669		CISOWSKI	
				116823	100.3011.53030.00000	89.43
			48670		SEMLER	
				116823	100.3011.53030.00000	43.10
			48671		MATHIAS	
				116823	100.3011.53030.00000	21.55
			48672		DIERSING	
				116823	100.3011.53030.00000	161.63
			48673		GONZALEZ	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421835	3/14/2024	011766 LINE GEAR FIRE & RESCUE EQUIP	(Continued)			
			48674	116823	100.3011.53030.00000 HAMAGUCHI	161.63
			48675	116823	100.3011.53030.00000 KARELL	363.12
			48676	116823	100.3011.53030.00000 FREY	57.65
			48677	116823	100.3011.53030.00000 FIORE	32.33
			48678	116823	100.3011.53030.00000 BARBA	36.10
			48679	116823	100.3011.53030.00000 DEWALSCHE	21.55
			48680	116823	100.3011.53030.00000 GLASTETTER	21.55
				116823	100.3011.53030.00000	225.20
					Total :	1,470.81
421836	3/14/2024	014850 LYONS SECURITY SERVICE INC	35053		AGR 7194.1 -OLD TOWNE WEST METRO	
			36807	117049	100.5028.51450.20421 AGR 6355.A.4 - SECURITY FOR W. STR	3,148.79
				117575	100.7022.51700.30189	845.90
				117575	100.0000.51670.30200	4,056.04
					Total :	8,050.73
421837	3/14/2024	000519 MAIN STREET MATERIALS	15816		(BLA) AGGREGATE BASE,SAND & COLI	
				116954	600.8041.55451.00000	2,290.77
					Total :	2,290.77
421838	3/14/2024	000248 MC FADDEN-DALE INDUSTRIAL	539072/5		(BLA) SMALL TOOLS - WATER DIVISION	
				117044	600.8011.53930.00000	218.28
					Total :	218.28
421839	3/14/2024	000250 MC MASTER-CARR SUPPLY CO	21102507		AUTOMOTIVE OUTFITTING FOR UNIT 23 720.5023.55212.19999	298.94
			21107994		AUTOMOTIVE OUTFITTING FOR UNIT 2 720.5023.55212.19999	346.04

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421839	3/14/2024	000250 MC MASTER-CARR SUPPLY CO	(Continued) 22481928		AUTOMOTIVE PARTS FOR OUTFITTING 720.5023.55212.19999	59.36
			22549681		AUTOMOTIVE PARTS FOR OUTFITTING 720.5023.55212.19999	223.22
			22640293	116866	(BLA) VARIOUS TOOLS AND EQUIPMEN 120.3021.53060.00000	256.61
			22713041	116866	(BLA) VARIOUS TOOLS AND EQUIPMEN 120.3021.53060.00000	275.55
			22717243		AUTOMOTIVE PARTS OUTFITTING TO I 720.5023.55212.19999	655.94
					Total :	2,115.66
421840	3/14/2024	002332 MC PEEK DODGE OF ANAHEIM	31286	116969	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	7.11
					Total :	7.11
421841	3/14/2024	001533 MERCHANTS BUILDING MAINTENANCE	784503	117236	AGR 6267.C.2 (190-16) - CUSTODIAL SE 100.7022.51420.00000	36,960.72
			789005	117236	AGR 6267.C.2 (190-16) - CUSTODIAL SE 100.7022.51420.00000	36,960.72
					Total :	73,921.44
421842	3/14/2024	001867 MISSION LINEN SUPPLY	02/29/24 STMT 134168	116868	STATION # 4 100.3022.51670.00000	182.30
			02/29/24 STMT 134170	116868	STATION # 7 100.3022.51670.00000	121.85
			02/29/24 STMT 134315	116868	STATION # 3 100.3022.51670.00000	216.16
			02/29/24 STMT 134329	116868	STATION # 5 100.3022.51670.00000	216.05
			02/29/24 STMT 134334	116868	STATION # 1 100.3022.51670.00000	382.20
			02/29/24 STMT 134351	116868	STATION # 2 100.3022.51670.00000	202.52
			02/29/24 STMT 134988	116868	STATION # 8 100.3021.51721.00000	252.85

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421842	3/14/2024	001867 MISSION LINEN SUPPLY	(Continued) 02/29/24 STMT 217880	116868	STATION # 6 100.3022.51670.00000	422.20
					Total :	1,996.13
421843	3/14/2024	000793 MITSUBISHI ELECTRIC US INC	482119	117179	(BLA) PARKING STRUCTURE ELEVATO 100.5028.51700.00000	629.24
					Total :	629.24
421844	3/14/2024	000261 MUNICIPAL WATER DISTRICT OF	2953	117337	(BLA) WATER CONSERVATION AND EFI 600.8011.53441.00000	1,608.29
					Total :	1,608.29
421845	3/14/2024	018616 NATIONAL GARAGE DOOR CO	2865900		SERVICE AT STATION # 1 100.3021.51401.00000	180.00
					Total :	180.00
421846	3/14/2024	002306 NATIONAL TRAINING CONCEPTS INC	24-056		PEPPER SPRAY TRAINING: LILIANA ME 100.4011.51840.00000	200.00
					Total :	200.00
421847	3/14/2024	001987 NIEVES LANDSCAPE INC	76993	117207	AGR 7007/7007.1(190-48) - PARKS LANI 100.7022.51420.00000	12,330.00
					Total :	12,330.00
421848	3/14/2024	020236 ONYX PAVING COMPANY INC	23-105-2TR	117579	AGR 7621 (23-24.07) - PARKING LOT PA 510.7021.56015.20475	155.56
				117579	511.7021.56020.20475	165.41
				117579	510.7021.56015.30053	679.03
			23-105-2TR		Retainage	(50.00)
			23-105-3PL	117579	AGR 7621 (23-24.07) - PARKING LOT PA 510.7021.56015.20475	155.56
				117579	511.7021.56020.20475	165.41
				117579	510.7021.56015.30053	679.03
			23-105-3PL		Retainage	(50.00)
					Total :	1,900.00
421849	3/14/2024	000096 COUNTY OF ORANGE	Z2445212		(BLA) ENCROACHMENT PERMITS - WA	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421849	3/14/2024	000096 COUNTY OF ORANGE	(Continued)	116987	600.8041.51520.00000	119.06
Total :						119.06
421850	3/14/2024	000610 ORANGE COAST PETRO EQUIP INC	0276507-IN	116976	(BLA) PARTS AND REPAIRS TO CITY US 710.5023.51402.00000	1,542.23
Total :						1,542.23
421851	3/14/2024	000296 ORANGE COUNTY TANK TESTING INC	25120	117009	(BLA) UST MONTHLY INSPECTIONS FO 710.5023.51402.00000	1,995.00
Total :						1,995.00
421852	3/14/2024	006315 ORANGE MIRROR & GLASS	94309		GLASS INSTALLATION AT HART PARK 100.7022.51670.00000	430.46
Total :						430.46
421853	3/14/2024	013213 O'REILLY AUTO ENTERPRISES LLC	FEB STMT 2024	116974	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	2,925.19
Total :						2,925.19
421854	3/14/2024	001069 PARKHOUSE TIRE INC	1020279735	117012	(BLA) TIRES FOR CITY VEHICLE MAINT 710.15102	2,105.76
			1020279736	117012	(BLA) TIRES FOR CITY VEHICLE MAINT 710.15102	810.48
Total :						2,916.24
421855	3/14/2024	019060 PARTS AUTHORITY LLC	101-420148	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	67.55
			101-421496	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	24.67
			101-421770	117013	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	57.86
Total :						150.08
421856	3/14/2024	000314 PETES ROAD SERVICE INC	24-0737292-00	117015	(BLA) AUTOMOTIVE TIRES AND REPAIF 710.5023.53750.00000	199.50
			24-0737750-00	117015	(BLA) AUTOMOTIVE TIRES AND REPAIF 710.5023.53750.00000	315.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421856	3/14/2024	000314 000314 PETES ROAD SERVICE INC	(Continued)		Total :	515.00
421857	3/14/2024	020022 POPCORN FINANCE LLC	10062	117149	(BLA) CONSULTANT SERVICES FOR BL 100.1201.51670.00000	1,332.00
			10067	117149	(BLA) CONSULTANT SERVICES FOR BL 100.1201.51670.00000	1,296.00
					Total :	2,628.00
421858	3/14/2024	001876 PRADO FAMILY SHOOTING RANGE	6916	116936	FULL DAY TRAINING 2/27 & 2/28 100.4011.51840.00000	850.00
					Total :	850.00
421859	3/14/2024	016080 RAPIDS EXPRESS ORANGE, LP	162	117019	(BLA) CAR WASH FOR CITY VEHICLE M 710.5023.53751.00000	378.00
					Total :	378.00
421860	3/14/2024	016972 RC EMPIRE ALIGNMENT & AUTO SVC	1814	117650	AUTOMOTIVE REPAIR TO UNIT 2111 DL 740.0312.52320.00000 740.0312.52320.00000	1,687.43 57.42
					Total :	1,744.85
421861	3/14/2024	019651 RC EMPIRE CORP INC	1916	117020	(BLA) AUTOMOTIVE REPAIRS FOR CITY 710.5023.53750.00000	70.00
			1918	117020	(BLA) AUTOMOTIVE REPAIRS FOR CITY 710.5023.53750.00000	70.00
					Total :	140.00
421862	3/14/2024	001580 REACH EMPLOYEE ASSISTANCE INC	032431	117069	AGR 1823.W - EAP SERVICES - FY 2023 100.1401.51670.00000	1,330.00
					Total :	1,330.00
421863	3/14/2024	017584 LEXISNEXIS	3094992253		LEXIS NEXIS SUBSCRIPTION 100.0301.53301.00000	1,050.00
					Total :	1,050.00
421864	3/14/2024	009419 RHA LANDSCAPE ARCHITECTS	0502568	116357	AGR 7441.1 (22-23.03) DESIGN SERVIC 511.7021.56020.20315	13,212.45
				116357	510.7021.56020.20315	1,108.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421864	3/14/2024	009419 RHA LANDSCAPE ARCHITECTS	(Continued) 0720257		AGR 7441.1 (22-23.03) DESIGN SERVIC	
			0902324	116357	511.7021.56020.20315	38,371.00
			102546	116357	AGR 7441.1 (22-23.03) DESIGN SERVIC	
			1223003	116357	510.7021.56020.20315	9,623.00
				116357	AGR 7441.1 (22-23.03) DESIGN SERVIC	
				116357	511.7021.56020.20315	8,199.00
				116357	AGR 7441.1 (22-23.03) DESIGN SERVIC	
				116357	510.7021.56020.20315	5,015.00
					Total :	75,529.10
421865	3/14/2024	000348 ROHM MACHINE & WELDING INC	20872		REPLACE SEALS ON CYLINDER	
					710.5023.53750.00000	420.00
					Total :	420.00
421866	3/14/2024	001651 RPW SERVICES INC	38228		(BLA) AGRICULTURAL PESTICIDE SPR/	
				117089	100.7022.51420.00000	4,425.00
					Total :	4,425.00
421867	3/14/2024	019901 S AND H CIVILWORKS	0951		AGR 7486 (22-23.21); ANNUAL CONCRE	
				116706	263.5011.56330.13120	8,042.19
				116706	287.5011.56330.13120	1,950.93
				116706	263.5021.51700.00000	1,006.88
			0951		Retainage	(550.00)
					Total :	10,450.00
421868	3/14/2024	001235 SERRANO WATER DISTRICT	168		FEB 2024 PURCHASED WATER	
					600.8011.53420.00000	78,290.08
					Total :	78,290.08
421869	3/14/2024	004604 SHRED-WISE INC	17620020624		SHREDDING SERVICES	
					100.0201.53011.00000	50.00
					Total :	50.00
421870	3/14/2024	007856 SIDEPATH INC	20823		(BLA) ANNUAL MAINTENANCE OF VAR	
				117680	780.1601.53915.00000	6,021.85
					Total :	6,021.85

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421871	3/14/2024	014719 SITEONE LANDSCAPE SUPPLY	137693309-001	117090	(BLA) IRRIGATION SUPPLIES - FY 23/24 100.7022.53642.00000	2,624.20
Total :						2,624.20
421872	3/14/2024	017192 SKC WEST INC	0048891-IN		SUPPLIES 100.3021.51402.00000	412.17
Total :						412.17
421873	3/14/2024	001118 SMITHSON ELECTRIC INC	63736	117563	AGR 7628 - (23-24.16) ON-CALL TRAFFI 100.5074.51700.00000	4,575.00
			63790	117563	AGR 7628 - (23-24.16) ON-CALL TRAFFI 100.5074.51700.00000	2,400.00
			63820	117563	AGR 7628 - (23-24.16) ON-CALL TRAFFI 100.5074.51700.00000	2,400.00
Total :						9,375.00
421874	3/14/2024	016031 SOUTH COAST EMERGENCY	INV-301	117031	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	214.61
Total :						214.61
421875	3/14/2024	000386 SOUTHERN COUNTIES OIL CO	IN-0000444153	117095	(BLA) CITYWIDE FUEL - FY 23/24 710.15202	32,781.82
			IN-0000444911	117095	(BLA) CITYWIDE FUEL - FY 23/24 710.15202	30,872.97
Total :						63,654.79
421876	3/14/2024	000386 SOUTHERN COUNTIES OIL CO	2569635-IN	117095	(BLA) CITYWIDE FUEL - FY 23/24 710.15202	14,947.63
			2569761-IN	117095	(BLA) CITYWIDE FUEL - FY 23/24 710.15204	1,966.36
			2588320-IN	117095	(BLA) CITYWIDE FUEL - FY 23/24 710.15204	1,881.89
			2592215-IN	117095	(BLA) CITYWIDE FUEL - FY 23/24 710.15204	4,899.07
Total :						23,694.95
421877	3/14/2024	000386 SC FUELS	0846138		(BLA) CITYWIDE FUEL - FY 23/24	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421877	3/14/2024	000386 SC FUELS	(Continued)	117095	710.15202	1,093.80
Total :						1,093.80
421878	3/14/2024	000393 STATE CONTROLLERS OFFICE	FAUD-00004190		ANNUAL STREET REPORT 22/23 FY 100.1231.51670.00000	2,335.20
Total :						2,335.20
421879	3/14/2024	000520 STRYKER MEDICAL	9205670461		(BLA) MEDICAL SUPPLIES FOR LUCAS	
				116803	125.3015.53510.00000	1,058.06
			9205700617		(BLA) MEDICAL SUPPLIES FOR LUCAS	
				116803	100.3022.51402.00000	690.59
			9205700623		(BLA) MEDICAL SUPPLIES FOR LUCAS	
				116803	100.3022.51402.00000	1,689.43
Total :						3,438.08
421880	3/14/2024	001303 SUNRISE MULTISPECIALIST MED CT	00173584-00		AGR 7127.A - ANNUAL FIREFIGHTER PI	
				117564	100.3011.51640.20460	971.00
			00173768-00		SERVICE DATE: 2/26/24	
					730.0312.52210.00000	65.00
			00173817-00		CHASTAIN, FAN, NOGLE	
				117564	100.3011.51640.20460	672.00
			00173916-00		DIXON, PAULITE	
				117564	100.3011.51640.20460	511.00
			00173918-00		AGR 6827.C-PHYSICALS-SUNRISE MEI	
				117070	100.1401.51640.00000	65.00
Total :						2,284.00
421881	3/14/2024	020105 SUPERIOR PAVEMENT MARKINGS	18401		AGR 7585 - (23.24.01) ANNUAL INSTALL	
				117487	100.5074.51700.00000	2,752.00
			18402		AGR 7585 - (23.24.01) ANNUAL INSTALL	
				117487	100.5074.51700.00000	868.00
Total :						3,620.00
421882	3/14/2024	001919 TETRA TECH INC	52204321		AGR 6780 - WELL 28 DESIGN	
				111937	600.8011.56411.18120	10,628.00
Total :						10,628.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421883	3/14/2024	015776 THE COUNSELING TEAM INTERNATIO	84404	117163	(BLA) BEHAVIORAL HEALTH & WELLNE 730.0312.51670.00000	330.00
Total :						330.00
421884	3/14/2024	002753 TOWNSEND PUBLIC AFFAIRS INC	21312		CONSULTING SERVICES FY23-24 100.0201.51780.00000	9,000.00
Total :						9,000.00
421885	3/14/2024	018048 TROPICAL PLAZA NURSERY INC	2437	117674	CANNON/SERRANO LATERAL LINE CO 287.5011.56330.20383	3,619.34
Total :						3,619.34
421886	3/14/2024	000419 UNDERGROUND SERVICE ALERT	220240506	117005	(BLA) CALIFORNIA STATE FEE FOR RE 600.8041.51520.00000	463.25
Total :						463.25
421887	3/14/2024	000419 DIG SAFE BOARD	23-2424744	117005	(BLA) CALIFORNIA STATE FEE FOR RE 600.8041.51520.00000	163.47
Total :						163.47
421888	3/14/2024	019230 UNITED RENTALS INC	229666334-001	117076	(BLA) CONCRETE MATERIAL - STREET 263.5021.53840.00000	788.75
Total :						788.75
421889	3/14/2024	020018 HD SUPPLY INC	INV00285709	117175	(BLA) TOOLS/SUPPLIES - WATER DIVIS 600.8011.53060.00000	194.63
Total :						194.63
421890	3/14/2024	000551 V & V MANUFACTURING INC	58551	117040	PD BADGE REPAIRS: 1550 & 1751 100.4011.53030.00000	132.57
			58648	117040	PD BADGE REPAIRS: 1754 & 1755 100.4011.53030.00000	242.48
Total :						375.05
421891	3/14/2024	009050 VULCAN MATERIALS CO	73924378	117185	(BLA) ASPHALT MATERIAL FOR MAINT 263.5021.53840.00000	229.40
			73928497	117185	(BLA) ASPHALT MATERIAL FOR MAINT 263.5021.53840.00000	233.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421891	3/14/2024	009050 009050 VULCAN MATERIALS CO	(Continued)		Total :	463.22
421892	3/14/2024	000431 W W GRAINGER INC	9012195187	117055	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	413.75
					Total :	413.75
421893	3/14/2024	002319 WATERLINE TECHNOLOGIES	5673867	117122	150 GAL CHLORINE DELIVERED TO WE 600.8011.53530.00000	478.41
			5673868	117122	185 GAL CHLORINE DELIVERED TO WE 600.8011.53530.00000	590.04
			5673869	117122	125 GAL CHLORINE DELIVERED TO WE 600.8011.53530.00000	398.68
			5673870	117122	196 GAL CHLORINE DELIVERED TO WE 600.8011.53530.00000	625.12
			5673871	117122	120 GAL CHLORINE DELIVERED TO WE 600.8011.53530.00000	382.73
					Total :	2,474.98
421894	3/14/2024	000439 WEST COAST ARBORISTS INC	210842	117210	AGR 7521 (22-23.38) PARKS TREE MAINT 100.7022.51420.00000	4,260.00
			211260	117151	AGR 7521 (22-23.38) DPW TREE MAINT 100.5025.51700.00000	9,638.00
			211261	117151	AGR 7521 (22-23.38) DPW TREE MAINT 220.5025.51700.00000	24,870.00
					Total :	38,768.00
421895	3/14/2024	001360 WEST COAST BATTERIES	39931	117057	(BLA) AUTOMOTIVE BATTERIES FOR C 710.15102	688.32
			39950	117057	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	688.32
					Total :	1,376.64
421896	3/14/2024	018330 WILCOX SUPPLY INC	246810-1	116915	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	189.30
					Total :	189.30
421897	3/14/2024	016092 WINZER CORPORATION	1404370	116916	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	406.92

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421897	3/14/2024	016092 WINZER CORPORATION	(Continued) 1501413		(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	18.63
			1537098	116916	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	372.58
			1894951	116916	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	484.64
					Total :	1,282.77
421898	3/14/2024	002801 YO FIRE SUPPLIES	1025663-01		(BLA) MAINLINE SUPPLIES - WATER DI'	
			1026121	117048	600.8041.55451.00000	1,946.14
			1026199	117048	(BLA) MAINLINE SUPPLIES - WATER DI'	1,309.11
				117048	600.8041.55451.00000	392.91
					Total :	3,648.16
421899	3/14/2024	018725 YUNEX LLC	5610001513		AGR 7017 & 7017.A.1 (190-59) - SIGNAL	
			5610001514	114734	500.5032.56100.16302	4,230.84
			5610001515	114734	AGR 7017 & 7017.A.1 (190-59) - SIGNAL	8,303.03
				114734	500.5032.56100.16302	616.01
					Total :	13,149.88
421900	3/14/2024	001153 ZOLL MEDICAL CORP	3918457		(BLA) MEDICAL SUPPLIES FY 23/24	
				116874	125.3022.53510.00000	3,310.08
					Total :	3,310.08
3122024	3/12/2024	000384 SOUTHERN CALIF EDISON CO	3/12/24		UTILITIES	
					100.0000.51450.00000	2,449.37
					100.2001.51231.00000	13,676.26
					100.3011.51231.00000	15,395.17
					100.4011.51231.00000	17,098.14
					100.5028.51231.00000	15,773.60
					100.5028.51450.20421	4,615.56
					100.5074.51231.00000	59,275.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
3122024	3/12/2024	000384 SOUTHERN CALIF EDISON CO	(Continued)			
					100.7001.51231.00000	4,572.78
					220.5022.51231.00000	61.63
					291.7024.51231.00000	1,197.77
					293.7024.51231.00000	16.69
					600.8011.51232.00000	169,529.71
					Total :	303,662.47
147	Vouchers for bank code :		wfap		Bank total :	2,101,192.12
147	Vouchers in this report				Total vouchers :	2,101,192.12

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5436	3/20/2024	001480 U S BANK	235173001		DEL RIO PUBLIC IMPROVEMENTS 2015 878.10300	93,397.80
Total :						93,397.80
421901	3/21/2024	002217 AT&T	03/15/2024		CITYWIDE PHONE SVC: 02/15/2023-03/	
					100.0301.51011.00000	28.92
					100.1205.51011.00000	28.91
					100.1231.51011.00000	57.82
					100.2001.51011.00000	118.33
					100.2016.51011.00000	145.20
					100.3011.51011.00000	2,302.43
					100.4011.51011.00000	2,104.37
					100.4021.51011.00000	281.63
					100.5028.51423.00000	57.41
					100.7001.51011.00000	5,888.58
					600.8011.51011.00000	143.73
					710.5023.51011.00000	29.35
Total :						11,186.68
421902	3/21/2024	018974 CHARTER COMMUNICATIONS HOLDING	0043954022424	116917	HIERARCHY ACCT# 8448-20-899-00439:	
					100.4011.51011.00000	411.25
Total :						411.25
421903	3/21/2024	001011 WEX BANK	95637141	116877	PD GASOLINE CHARGES 3/6/24	
					100.4033.53750.00000	160.34
Total :						160.34
421904	3/21/2024	000052 OFFICE DEPOT INC	22946221		ACCT# 90646962 (BILL ID# 34329213) B	
					220.5022.53011.00000	67.56
					600.1222.53011.00000	78.32
					600.8011.53011.00000	77.08
					740.0312.53940.00000	344.30
					100.0201.53011.00000	29.32
					100.1201.53011.00000	37.44
					100.1401.53011.00000	72.01
					100.3011.53011.00000	257.69

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421904	3/21/2024	000052 OFFICE DEPOT INC	(Continued)		100.4001.53011.00000 100.4011.53011.00000 100.4031.53011.00000 100.4041.53011.00000 100.5001.53910.00000 100.6001.53011.00000 Total :	100.05 9.26 443.56 146.24 683.16 217.44 2,563.43
421905	3/21/2024	015897 SHADE STRUCTURES INC	RETRELAGR-7467		RETAINAGE RELEASE AGR-7467 – BEL 510.20050 Total :	8,639.41 8,639.41
421906	3/21/2024	000718 SOUTH COAST AQMD	01/18/2024		NOTICE OF VIOLATION: P80751 ~ 100.5028.51401.00000 Total :	2,427.00 2,427.00
421907	3/21/2024	000736 ADAMS, DANIEL LEWIS	02/29-01/2024RB		LEGISLATIVE MEETING 360.4011.51830.00000 Total :	449.66 449.66
421908	3/21/2024	002924 ALVAREZ, WANDA	1/21-24/2024RB		2024 CAPPO CONFERENCE - HOTEL, M 100.1205.51830.00000 Total :	807.31 807.31
421909	3/21/2024	017345 CROCKETT, JESSE	01/29-02/2024RB		OFFICER INVOLVED SHOOTING INVES 100.4011.51850.00000 Total :	345.00 345.00
421910	3/21/2024	001466 DEMETROPOLIS, SEAN	RUNNING SHOES 23/24		RUNNING SHOES REIMB. 2023/2024 100.3011.53030.00000 Total :	198.34 198.34
421911	3/21/2024	000395 DEPT OF MOTOR VEHICLES	9BVE222 2024		CRU: 2022 HIGHLANDER VIN 5TDZZRA 100.4021.53750.00000 Total :	466.00 466.00
421912	3/21/2024	018487 FERRER, MATTHEW	02/15/2024RB		MOBILE SURVEILLANCE TRAINING	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421912	3/21/2024	018487 FERRER, MATTHEW	(Continued)		100.4011.51840.00000	56.33
					Total :	56.33
421913	3/21/2024	020349 GONZALEZ, OLEGARIO	021524 - GONZALEZ		CLAIM SETTLEMENT-PROPERTY DAM/	
					740.0312.52310.00000	1,403.18
					Total :	1,403.18
421914	3/21/2024	019178 HARDWICK, RYAN	01/25-26/2024RB		K9 AGITATOR I	
					100.4011.51840.00000	133.96
					Total :	133.96
421915	3/21/2024	002824 HAYDON, SHAWN	03/04-06/2024RB		SHERMAN BLOCK LEADERSHIP SESSI	
					100.4011.51850.00000	729.90
					Total :	729.90
421916	3/21/2024	003161 JEVEC, ADAM	02/21-23/2024RB		COMMAND COLLEGE SESSION 7	
					100.4011.51850.00000	189.00
					Total :	189.00
421917	3/21/2024	019526 NISHIMORI, KOSUKE	BEC051124		LIBRARY PROGRAM: MATH CHALLENG	
					100.2017.51670.00000	150.00
					Total :	150.00
421918	3/21/2024	000300 ORANGE ELDERLY SERVICES INC	March 2024 Operation	117154	AGR 7129 - MONTHLY OPERATION OF :	
					100.7041.51670.00000	18,675.00
					Total :	18,675.00
421919	3/21/2024	016987 ROLDAN, CASANDRA	02/15/2024RB		DRUG RECOGNITION EXPERT RECER	
					100.4011.51850.00000	40.65
					Total :	40.65
421920	3/21/2024	020348 SPERRY, RAND	012924 - SPERRY		CLAIM SETTLEMENT-PROPERTY DAM/	
					740.0312.52310.00000	640.98
					Total :	640.98
421921	3/21/2024	018234 THE HUB OC	437	117568	AGR 7568 - (22-23.45) CDBG HOME-ARI	
					317.9640.51670.30206	16,617.13

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421921	3/21/2024	018234 THE HUB OC	(Continued) 46		AGR 7568 - (22-23.45) CDBG HOME-ARI 317.9640.51670.30206	20,457.20
			47	117568	AGR 7568 - (22-23.45) CDBG HOME-ARI 317.9640.51670.30206	19,712.47
				117568	Total :	56,786.80
421922	3/21/2024	011584 ACE 5ON5 LLC	0000165		AGR 4136.G/4136.G.1 - ADULT BASKET 100.7014.51780.00000	910.00
				117194	Total :	910.00
421923	3/21/2024	014341 AECOM TECHNICAL SERVICES INC	2000866251		AGR 7482 - OBJECTIVE DESIGN STANC 550.6011.51670.30212	2,078.75
				116710	Total :	2,078.75
421924	3/21/2024	000539 AIR SOURCE INDUSTRIES	00912785		STATION # 3 125.3022.53510.00000	253.00
				116814	Total :	253.00
421925	3/21/2024	001029 ALLSTAR FIRE EQUIPMENT INC	254345		(BLA) FIREFIGHTER SAFETY GEAR ANI 100.3021.53650.00000	204.95
				116815	Total :	204.95
421926	3/21/2024	003357 ANAHEIM ICE MANAGEMENT LLC	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	1,489.60
					Total :	1,489.60
421927	3/21/2024	020245 ARROWHEAD FORENSICS	167660		FINGERPRINT INK PADS 100.4021.53060.00000	622.39
					Total :	622.39
421928	3/21/2024	020204 BAILEY, WENDY	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	972.00
					Total :	972.00
421929	3/21/2024	000053 BOOT BARN	INV00341170		SAFETY BOOTS ~ FY23-24 730.0312.53940.00000	126.00
			INV00341171		SAFETY BOOTS ~ FY23-24	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421929	3/21/2024	000053 BOOT BARN	(Continued)		730.0312.53940.00000	178.58
			INV00341172		SAFETY BOOTS ~ FY23-24	
			INV00341173		730.0312.53940.00000	357.16
					SAFETY BOOTS ~ FY23-24	
					730.0312.53940.00000	155.70
					Total :	817.44
421930	3/21/2024	016378 C3 TECHNOLOGY SERVICES	INV174737		MANAGED PRINT SERVICES - COPIER	
					780.1601.51420.00000	455.59
					Total :	455.59
421931	3/21/2024	000069 CALIFORNIA FORENSIC PHLEBOTOMY	2515	116832	BLOOD DRAWS FEB 2024	
					100.4041.51670.00000	2,855.38
					Total :	2,855.38
421932	3/21/2024	001788 CALIFORNIA GYMNASTICS LLC	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	1,981.00
					Total :	1,981.00
421933	3/21/2024	019138 CALIFORNIA WATERS DEVELOPMENT	20750	117198	AGR 7328.1/7328.2- (21-22.16) MAINTEN	
					100.7022.51420.00000	337.00
					Total :	337.00
421934	3/21/2024	017952 CAL-STATE AUTO PARTS INC	199570	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V	
			199667	116842	710.15102	38.92
				116842	(BLA) AUTOMOTIVE PARTS FOR CITY V	
				116842	710.15102	126.82
			200436	116842	(BLA) AUTOMOTIVE PARTS FOR CITY V	
				116842	710.15102	369.88
			542164	116842	CREDIT MEMO - (BLA) AUTOMOTIVE P	
					710.15102	-110.23
					Total :	425.39
421935	3/21/2024	006583 CAM SERVICES	90122	116810	AGR 7379 - PLAZA STEAM CLEANING	
					100.5021.51420.00000	1,139.00
					Total :	1,139.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421936	3/21/2024	013164 CENGAGE LEARNING	83951612		CATS LARGE PRINT ORDER 100.2001.53301.00000	364.00
					Total :	364.00
421937	3/21/2024	003595 CINTAS	5200256907		REPLENISH FIRST AID KIT @ MAIN LIBI 730.0312.53940.00000	37.49
			5200772708		REPLENISH FIRST AID KIT @ CITY CLE 730.0312.53940.00000	291.39
					Total :	328.88
421938	3/21/2024	003595 CINTAS CORPORATION NO 2	4185541777	117065	(BLA) UNIFORM MAINTENANCE - FY 23 100.7022.51722.00000	179.44
					Total :	179.44
421939	3/21/2024	019162 CINTAS	4185549901	116898	(BLA) LAUNDRY SERVICE FOR FLEET - 710.5023.51721.00000	155.39
					Total :	155.39
421940	3/21/2024	008775 COLLINS, CHRISTINE	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	1,020.00
					Total :	1,020.00
421941	3/21/2024	006527 CRIME SCENE STERI-CLEAN LLC	4	116880	DR# 24-03-0391 TUSTIN & WALNUT 100.4011.51670.00000	850.00
					Total :	850.00
421942	3/21/2024	020315 DEBORAH CULLEN	002	117664	53.5 HRS: 2/20/24 - 2/29/24; AGR 7643-IT 100.1201.51670.00000	6,420.00
					Total :	6,420.00
421943	3/21/2024	000985 CUMMINS SALES AND SERVICE	X5-49532	116901	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	111.84
					Total :	111.84
421944	3/21/2024	014203 DIVERSIFIED THERMAL SERVICES	A44486	117619	AGR 6497.A.3 MECHANICAL SERVICES 100.5028.51700.00000	630.00
			S42268	117619	AGR 6497.A.3 MECHANICAL SERVICES 100.5028.51700.00000	9,856.62

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421944	3/21/2024	014203 DIVERSIFIED THERMAL SERVICES	(Continued) S43893	117116	AGR 6497.A.2 (189-19) HVAC PREVENT, 100.5028.51421.00000	611.80
			S43973	117619	AGR 6481 - CIVICREC ANNUAL SOFTW, 100.5028.51700.00000	810.00
			S44064	117116	AGR 6497.A.2 (189-19) HVAC PREVENT, 100.5028.51421.00000	240.00
			S44075	117116	AGR 6497.A.2 (189-19) HVAC PREVENT, 100.5028.51421.00000	120.00
Total :						12,268.42
421945	3/21/2024	011271 DOERSCHEL, DARREN	33002		OC OVERSIGHT BOARD 780.1601.51670.00000	750.00
Total :						750.00
421946	3/21/2024	017762 DAVID WILSON'S VILLA FORD	042019	116904	(BLA) AUTOMOTIVE PARTS AND REPAIR 710.15102	75.30
			042027	116904	(BLA) AUTOMOTIVE PARTS AND REPAIR 710.15102	9.22
Total :						84.52
421947	3/21/2024	019237 EDINGER URGENT CARE	00056073-00		SERVICE DATE: 2/23/24 PHYSICAL 730.0312.52210.00000	55.00
			00056343-00	117152	AGR 7474 EDINGER URGENT CARE F 100.1401.51640.00000	147.00
Total :						202.00
421948	3/21/2024	018343 ELECNOR BELCO ELECTRIC INC	14-0852-003	117126	AGR 7505 (22-23.36) CHAPMAN & HEW 500.5032.56100.16302	14,408.55
			14-0852-003		Retainage	(720.43)
Total :						13,688.12
421949	3/21/2024	002741 EMERGENCY RESPONSE CRIME SCENE	OP2024-168	116882	DECONTAMINATION UNIT: 2108 100.4011.51670.00000	325.00
			OP2024-175	116882	DECONTAMINATION UNIT: 2107 100.4011.51670.00000	325.00
			OP2024-182		DECNTAMINATION UNIT: 1824	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421949	3/21/2024	002741 EMERGENCY RESPONSE CRIME SCENE	(Continued)	116882	100.4011.51670.00000	325.00
Total :						975.00
421950	3/21/2024	013492 CONCEPT SEATING GOVERNMENT	12578	117620	WC CHAIR	1,942.51
						100.4021.53060.00000
						100.4021.53060.00000
Total :						2,093.05
421951	3/21/2024	000129 ENTENMANN-ROVIN COMPANY	0179713-IN		ORANGE CITY 347 PL CAP PIECE	2,267.12
						100.3011.53030.00000
Total :						2,267.12
421952	3/21/2024	019434 ENVIRONMENTAL WATER SERVICE	40049	117158	AGR 4547.D/4547.E - EISENHOWER LAI	2,750.00
						100.7022.51420.00000
Total :						2,750.00
421953	3/21/2024	020347 ESQUIRE DEPOSITION SOLUTIONS L	INV2701636		TRANSCRIPT SERVICES	739.25
						740.0301.51600.00000
Total :						739.25
421954	3/21/2024	001639 FACTORY MOTOR PARTS CO	11-1984490	116907	(BLA) AUTOMOTIVE PARTS FOR CITY V	19.46
						710.15102
						(BLA) AUTOMOTIVE PARTS FOR CITY V
						710.15102
						(BLA) AUTOMOTIVE PARTS FOR CITY V
						710.15102
Total :						502.65
421955	3/21/2024	019716 FASTSIGNS 69701	2349-2015		VEHICLE DECALS (TAXABLE)	131.90
						710.5023.53750.00000
Total :						131.90
421956	3/21/2024	005444 FISCHER, LAURIE ANN	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	178.50
						100.7011.51670.00000
Total :						178.50
421957	3/21/2024	000002 FLEET SERVICES INC	01P136443		(BLA) AUTOMOTIVE PARTS FOR CITY V	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421957	3/21/2024	000002 FLEET SERVICES INC	(Continued)			
			01P137921	116892	710.15102 (BLA) AUTOMOTIVE PARTS FOR CITY V	100.21
			01P137929	116892	710.15102 (BLA) AUTOMOTIVE PARTS FOR CITY V	25.00
				116892	710.15102	182.60
					Total :	307.81
421958	3/21/2024	001657 FLEETPRIDE INC	115133613		AUTOMOTIVE PARTS - R90T ELEMENT 710.15102	218.48
					Total :	218.48
421959	3/21/2024	019249 FMS SOLUTIONS LLC	545		STALKER RLR LIDAR HOLSTERS	
				117583	100.4041.53060.00000	1,794.00
					Total :	1,794.00
421960	3/21/2024	009160 FOX, KAYLAA	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	852.60
					Total :	852.60
421961	3/21/2024	013523 FRAZIER MARTIAL ARTS	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	249.20
					Total :	249.20
421962	3/21/2024	002198 GALLS LLC	027283320		PD UNIFORMS: S O'BRIEN	
			027283360	116919	100.4011.53030.00000	30.12
			027283361	116919	PD UNIFORMS: L BARTEL 100.4011.53030.00000	130.64
			027283362	116919	PD UNIFORMS: LOCKERSTOCK (PEPPI 100.4011.53030.00000	109.96
			027294934	116919	PD UNIFORMS: D BARR 100.4011.53030.00000	224.66
			027294947	116919	PD UNIFORMS: J DUNCAN 100.4011.53030.00000	38.68
			027294985	116919	PD UNIFORMS: P MORAN 100.4011.53030.00000	147.44
					PD UNIFORMS: D NGUYEN	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421962	3/21/2024	002198 GALLS LLC	(Continued)			
				116919	100.4011.53030.00000	91.59
			027294998	116919	PD UNIFORMS: J NISPEROS	
				116919	100.4011.53030.00000	514.03
			027294999	116919	PD UNIFORMS: F MALDONADO	
				116919	100.4011.53030.00000	500.78
			027306672	116919	PD UNIFORMS: T LOCKWOOD	
				116919	100.4011.53030.00000	59.72
			027318283	116919	PD UNIFORMS: J HERNANDEZ	
				116919	100.4011.53030.00000	85.17
			027318295	116919	PD UNIFORMS: T WRIGHT	
				116919	100.4011.53030.00000	184.49
					Total :	2,117.28
421963	3/21/2024	016078 GEORGE HILLS COMPANY	INV1027661		SUBROGATION FEES	
					740.0312.48321.30140	3,765.46
					Total :	3,765.46
421964	3/21/2024	002445 GMS ELEVATOR SERVICES	119160		(BLA) PM & REPAIRS CITY ELEVATORS	
				116959	100.5028.51401.00000	675.00
					Total :	675.00
421965	3/21/2024	020203 GRINDLINE SKATEPARKS INC	6299		AGR 7586 - (23-24.02) DESIGN SERVICE	
				117540	500.7021.56020.20519	17,573.54
				117540	551.7021.56020.20519	2,118.46
					Total :	19,692.00
421966	3/21/2024	012658 HANNA, BROPHY, MACLEAN,	2197858		(BLA) IDR LEGAL MATTERS - FY 23/24	
				117159	730.0312.52212.00000	624.00
			2197868		(BLA) IDR LEGAL MATTERS - FY 23/24	
				117159	730.0312.52212.00000	674.50
					Total :	1,298.50
421967	3/21/2024	018285 HMC - ANAHEIM	19V0076427		(BLA) AUTOMOTIVE PARTS FOR CITY V	
				116960	710.15102	45.73
			19V0076447		(BLA) AUTOMOTIVE PARTS FOR CITY V	
				116960	710.15102	13.36

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421967	3/21/2024	018285 HMC - ANAHEIM	(Continued) 19V0076495	116960	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	134.49
Total :						193.58
421968	3/21/2024	001744 HARRIS COMPUTER SYSTEMS	NSEMN0000217	117681	AGR 7357 - NORTHSTAR SOFTWARE S 600.1222.51700.00000	101,693.87
Total :						101,693.87
421969	3/21/2024	015498 HASTINGS, LAUREN	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	858.00
Total :						858.00
421970	3/21/2024	020281 HILLSIDE PROJECT INC	1009		ORANGE CITY FIRE NAVY HATS 100.3011.53030.00000	1,750.94
Total :						1,750.94
421971	3/21/2024	006309 HUNTINGTON SECURITY SYSTEMS	0020769-IN		ALARM MONITORING-FFS3 100.5028.51423.00000	31.45
			0020770-IN		ALARM MONITORING-FHQ 100.5028.51423.00000	31.45
Total :						62.90
421972	3/21/2024	015607 IMAGE TECH MARKETING	24-52346		ID PHOTO MEDIA FOR PASSPORT PRIM 100.0401.53011.00000	294.00
			24-52547		TECH SUPPORT FOR PASSPORT PHO1 100.0401.51402.00000	200.00
Total :						494.00
421973	3/21/2024	009564 INFOSEND INC	258733		SPRING 2024 INSERT FEE 600.8011.51660.00000	210.00
Total :						210.00
421974	3/21/2024	000877 INMARK	IV00554228		CUSTOM SIGN:~ 100.4031.53060.00000	21.63
Total :						21.63
421975	3/21/2024	000891 J J KELLER & ASSOCIATES INC	9108817649		ENCOMPASS MIN MO FEE - FEB. 2024	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421975	3/21/2024	000891 J J KELLER & ASSOCIATES INC	(Continued)		730.0312.51670.00000	99.00
					Total :	99.00
421976	3/21/2024	018261 J S HELD LLC	INV-01US-0128493	117513	AGR 7594 - EXPERT WITNESS SERVICE 740.0301.51600.00000	1,627.89
					Total :	1,627.89
421977	3/21/2024	016472 JOE MAR POLYGRAPH AND	2024-03-011	116925	PD POLYGRAPHS: E NEWALL 100.4011.51670.00000	250.00
					Total :	250.00
421978	3/21/2024	016668 KILGORE FITNESS SERVICES	6705		FITNESS SUPPLIES AND SERVICE 560.3021.56032.30032	810.34
			6706		FITNESS SUPPLIES AND SERVICE 560.3021.56032.30032	747.31
			6707		SERVICE CALL AT STATION #7 560.3021.56032.30032	145.00
			6710		SERVICE CALL AT STATION # 1 560.3021.56032.30032	145.00
					Total :	1,847.65
421979	3/21/2024	004439 KONICA MINOLTA	44397174		COPIER LEASE - 061-0173901-000 - LIB 100.2001.51330.00000	614.04
					Total :	614.04
421980	3/21/2024	001849 KUSTOM IMPRINTS	45327	116820	(BLA) FIRE DEPT UNIFORMS: T-SHIRT 100.3011.53030.00000	733.78
			45513	116820	(BLA) FIRE DEPT UNIFORMS: T-SHIRT 100.3011.53030.00000	5,753.04
			45543	116820	(BLA) FIRE DEPT UNIFORMS: T-SHIRT 100.3011.53030.00000	149.77
					Total :	6,636.59
421981	3/21/2024	019879 LA ROCQUE BETTER ROOFS INC	11330	117480	AGR 7498/7498.1 (22-23.30) - PARK FAC 510.7021.56020.20507	17,027.90
			11330		Retainage	(851.40)

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421981	3/21/2024	019879 019879 LA ROCQUE BETTER ROOFS INC	(Continued)		Total :	16,176.50
421982	3/21/2024	015771 LAMOS, KIM	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	135.00
					Total :	135.00
421983	3/21/2024	020248 LCR EARTHWORK & ENGINEERING	PP1-Bid23-24.11		AGR 7638 (23-24.11); ANNUAL CONCRE	
				117614	263.5011.56330.13120	8,429.75
				117614	287.5011.56330.13120	7,884.25
				117614	500.5011.56100.20374	66,000.00
				117614	263.5021.51431.00000	8,429.75
				117614	263.5021.51700.00000	8,429.75
			PP1-Bid23-24.11		Retainage	(4,958.68)
					Total :	94,214.82
421984	3/21/2024	000222 LIFE-ASSIST INC	1411742		(BLA) EMS MEDICAL SUPPLIES FOR OF	
			1412133	116822	125.3022.53510.00000	433.20
			1412448	116822	(BLA) EMS MEDICAL SUPPLIES FOR OF	
				116822	125.3022.53510.00000	6,026.53
				116822	(BLA) EMS MEDICAL SUPPLIES FOR OF	
				116822	125.3022.53510.00000	28.02
					Total :	6,487.75
421985	3/21/2024	010957 LINDE GAS & EQUIPMENT INC	41252665		CYLINDER RENTAL 1/20/23 TO 2/20/24	
					100.7022.51330.00000	145.98
					Total :	145.98
421986	3/21/2024	001092 LUDWIG, DAWNA	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	3,420.00
					Total :	3,420.00
421987	3/21/2024	014850 LYONS SECURITY SERVICE INC	36809		AGR 6355.A - PARKS SECURITY SERVI	
				117364	100.7022.51700.00000	12,198.78
					Total :	12,198.78
421988	3/21/2024	018633 MAINTEX INC	1070522-00		TOILET PAPER 3X	
				117596	100.15101	2,771.95
					100.15101	214.82

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421988	3/21/2024	018633 MAINTEX INC	(Continued) 1070522-01	117596	FIELD: COMMERCIAL INSECT SPRAY (F 100.15101	187.54
					100.15101	14.54
			1075776-0/1075776-01	117635	LINER: TRASH LINER 30" X 37" 100.15101	3,683.75
					100.15101	285.49
			1077147-00		CREDIT MEMO - SUPPLIES 100.15101	-4.85
					Total :	7,153.24
421989	3/21/2024	018342 MARK THOMAS & COMPANY INC	50527	116186	AGR 7388 - ENGINEERING DESIGN & E 287.5011.56330.30174	17,345.66
				116186	550.5011.56330.30174	52,037.09
					Total :	69,382.75
421990	3/21/2024	000250 MC MASTER-CARR SUPPLY CO	23402670		AUTOMOTIVE OUTFITTING FOR UNIT 2 720.5023.55212.19999	4,961.72
					Total :	4,961.72
421991	3/21/2024	001867 MISSION LINEN SUPPLY	521171504	116926	PD TOWEL SERVICES FY 23-24 100.4011.51670.00000	191.43
			521216825	116926	PD TOWEL SERVICES FY 23-24 100.4011.51670.00000	191.43
					Total :	382.86
421992	3/21/2024	019010 MOTOPORT USA	1657	116928	MOTOR BREECHES & JACKETS: ALLEN 100.4011.53030.00000	4,799.00
					100.4011.53030.00000	359.76
			1658	117497	MOTOR BREECHES: B NIELSEN 100.4011.53030.00000	919.00
					100.4011.53030.00000	68.12
					Total :	6,145.88
421993	3/21/2024	002619 MUNICIPAL MAINTENANCE EQUIP	019834	116972	(BLA) AUTOMOTIVE PARTS FOR CITY V 710.15102	135.57
					Total :	135.57

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
421994	3/21/2024	000909 NATIONAL CONSTRUCTION RENTALS	7321508		(BLA) PORTABLE TOILET RENTALS - PA	
				117257	100.7022.51350.00000	321.55
			7323401		(BLA) PORTABLE TOILET RENTALS - PA	
				117257	100.7022.51350.00000	593.88
					Total :	915.43
421995	3/21/2024	000052 OFFICE DEPOT INC	344730365001		ACCT# 90646962 CREDIT TAKEN TWICE	
					100.0201.53011.00000	23.65
					Total :	23.65
421996	3/21/2024	000096 ORANGE CNTY TREASURER-TAX COLL	SH68026		AFIS BILLING MAR 2024	
				116933	100.4034.51780.00000	4,996.00
					Total :	4,996.00
421997	3/21/2024	000878 ORANGE CYCLE INC	16075		ORANGE CYCLE-RENT TO OWN BIKE F	
					245.1401.51816.00000	550.00
					Total :	550.00
421998	3/21/2024	019871 ORIGINAL WATERMEN INC	86191-02		MALE SHIRTS FOR 2024 SUMMER STAI	
					100.7014.53030.00000	409.45
					Total :	409.45
421999	3/21/2024	016503 PALA BAND OF MISSION INDIANS	10943		PD RANGE FEES: SINPER TEAM	
					100.4011.51840.00000	950.00
					Total :	950.00
422000	3/21/2024	019256 PARK CONSULTING GROUP INC	385		AGR 7344.1 - LMS ADVISORY SERVICE:	
				117223	110.6001.56510.20482	2,550.00
				117223	790.6001.56510.20482	2,550.00
					Total :	5,100.00
422001	3/21/2024	001349 PAULSON, LINDA	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	1,944.00
					Total :	1,944.00
422002	3/21/2024	000316 PITNEY BOWES INC	0011823188		SHIPPING LABELS FOR MAIL MACHINE	
					100.0401.51022.00000	64.54

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422002	3/21/2024	000316 000316 PITNEY BOWES INC	(Continued)		Total :	64.54
422003	3/21/2024	018185 PREMIER FIRST RESPONDER PSYCH	1426	117331	AGR 7559 - PD PSYCHOLOGICAL & PEI 100.4011.51640.30224	750.00
					Total :	750.00
422004	3/21/2024	001330 SOUTHERN CALIFORNIA NEWS GROUP	0000584330		LEGAL NOTICE BID NO. 23-24.28 ANNU 263.5011.56330.13120	900.49
					Total :	900.49
422005	3/21/2024	000348 ROHM MACHINE & WELDING INC	20879		AUTOMOTIVE REPAIR 710.5023.53750.00000	180.00
					Total :	180.00
422006	3/21/2024	000351 ROSEBURROUGH TOOL INC	767650	117665	PAINT: INVERTED MARKING SPRAY - W 100.15101 100.15101	898.80 83.14
					Total :	981.94
422007	3/21/2024	012784 S C SIGNS & SUPPLIES LLC	245289	116945	(BLA) STREET SIGNS & MARKERS - ST 100.5073.53660.00000	3,017.00
			245344	116945	(BLA) STREET SIGNS & MARKERS - ST 100.5073.53660.00000	4,458.16
					Total :	7,475.16
422008	3/21/2024	018597 SAN JUAN, CLYDE	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	768.00
					Total :	768.00
422009	3/21/2024	020351 SCOREBOARD SOLUTIONS INC	2571		SERVICE AND LABOR FOR SCOREBOA 100.7022.51401.00000	1,193.10
					Total :	1,193.10
422010	3/21/2024	001507 SEQUEL CONTRACTORS INC	PP3-BID22-23.17	116537	AGR 7465 (22-23.17) CDBG FY 22-23; S` 310.9645.56582.20500	25,824.39
				116537	310.9645.56330.11328	2,888.25
				116537	263.5011.56330.13120	103,487.36
			PP3-BID22-23.17		Retainage	(6,610.00)

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422010	3/21/2024	001507 SEQUEL CONTRACTORS INC	(Continued)		Total :	125,590.00
422011	3/21/2024	004604 SHRED-WISE INC	4446012524		SHRED CONTENTS TWO 64-GAL SECU 100.1231.51670.00000	85.00
					Total :	85.00
422012	3/21/2024	007856 SIDEPATH INC	20887	117680	(BLA) ANNUAL MAINTENANCE OF VAR 780.1601.53915.00000	4,920.22
			20933	117680	(BLA) ANNUAL MAINTENANCE OF VAR 780.1601.53915.00000	5,632.92
			20998	117680	(BLA) ANNUAL MAINTENANCE OF VAR 780.1601.53915.00000	37,290.20
					Total :	47,843.34
422013	3/21/2024	002187 SIEMENS INDUSTRY INC	5331249888	113845	AGR 7112.1-4 (RFP 20-21.14) - ACCESS 553.1601.56033.20347	36,007.18
					Total :	36,007.18
422014	3/21/2024	004062 SIGN-MART PLASTICS PLUS	461066		-WHITE VINYL LETTERING ON CLEAR I 100.1201.53011.00000	64.65
					Total :	64.65
422015	3/21/2024	014719 SITEONE LANDSCAPE SUPPLY	138519930-001	117090	(BLA) IRRIGATION SUPPLIES - FY 23/24 100.7022.53642.00000	342.33
			138551583-001	117090	(BLA) IRRIGATION SUPPLIES - FY 23/24 100.7022.53642.00000	686.09
					Total :	1,028.42
422016	3/21/2024	000635 SMITH-EMERY LABORATORIES	490751-1		AGR-6950 GEO RECS FOR MINOR SLO 100.5011.51670.00000	963.00
					Total :	963.00
422017	3/21/2024	007786 METROLINK	218721	117108	(BLA) FY 23-24 METROLINK PASSES CI 100.20195	1,519.00
					Total :	1,519.00
422018	3/21/2024	001646 SOLORIO PRINTING SERVICES	5733		2024 MOVIE IN THE PARK FLYER - ENC 100.7015.51660.00000	131.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422018	3/21/2024	001646 SOLORIO PRINTING SERVICES	(Continued) 5734		PARTNERSHIP OPPORTUNITIES FOLDI 100.7015.51660.00000	560.30
Total :						691.75
422019	3/21/2024	020139 SOUTH COAST INDUSTRIAL DOOR	1223-72		AGR 7507 (22-23.31) GARAGE DOOR RI	
				117441	553.5028.56020.20502	39,574.46
				117441	500.5028.56020.19809	11,552.25
				117441	500.5028.56020.20502	18,310.29
			1223-72		Retainage	(3,471.85)
Total :						65,965.15
422020	3/21/2024	016802 SOUTHERN CALIFORNIA SHREDDING	249163		PD DOCUMENT SHREDDING FY 23-24	
				117035	100.4011.51670.00000	130.00
Total :						130.00
422021	3/21/2024	002990 SOUTHERN COUNTIES LUBRICANTS	199582		PROPANE	
					263.5021.53840.00000	126.35
Total :						126.35
422022	3/21/2024	000386 SOUTHERN COUNTIES OIL CO	2569635-IN		(BLA) CITYWIDE FUEL - FY 23/24 - REIS	
				117095	710.15202	14,947.63
			2569761-IN		(BLA) CITYWIDE FUEL - FY 23/24 - REIS	
				117095	710.15202	1,966.36
			2588320-IN		(BLA) CITYWIDE FUEL - FY 23/24 - REIS	
				117095	710.15202	1,881.89
			2592215-IN		(BLA) CITYWIDE FUEL - FY 23/24 - REIS	
				117095	710.15202	4,899.07
Total :						23,694.95
422023	3/21/2024	000396 STATE OF CALIF DEPT OF JUSTICE	720099		DEPARTMENT OF JUSTICE FINGERPRI	
					100.1401.51612.00000	416.00
Total :						416.00
422024	3/21/2024	001303 SUNRISE MULTISPECIALIST MED CT	00170124-00		SERVICE DATE: 12/14/23	
					730.0312.52210.00000	55.00
			00174054-00		BARRIOS, CAMPAGNA, RILEY	

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422024	3/21/2024	001303 SUNRISE MULTISPECIALIST MED CT	(Continued)			
				117564	100.3011.51640.20460	1,039.00
			00174087-00		CHASTAIN AND DIXON	
				117564	100.3011.51640.20460	89.00
			00174088-00		AGR 6827.C-PHYSICALS-SUNRISE MEI	
				117070	100.1401.51640.00000	65.00
			00174325-00		ROBERTS	
				117564	100.3011.51640.20460	147.00
			00174399-00		ANDERSEN	
				117564	100.3011.51640.20460	170.00
					Total :	1,565.00
422025	3/21/2024	019764 SURVEYMONKEY INC	INV-SM-00055607		PD SURVEY MONKEY ENTERPRISE BU	
				117628	100.4011.53060.00000	5,348.93
					Total :	5,348.93
422026	3/21/2024	001619 TERMINIX PROCESSING CENTER	444018581		STATION # 1	
				116871	100.3021.51401.00000	104.00
			444018583		STATION # 2	
				116871	100.3021.51401.00000	98.00
			444018584		STATION # 3	
				116871	100.3021.51401.00000	87.00
			444018585		STATION # 4	
				116871	100.3021.51401.00000	89.00
			444018586		STATION # 5	
				116871	100.3021.51401.00000	86.00
			444018587		STATION # 6	
				116871	100.3021.51401.00000	124.00
			444018588		STATION # 7	
				116871	100.3021.51401.00000	102.00
			444018591		STATION #8	
				116871	100.3021.51401.00000	106.00
					Total :	796.00
422027	3/21/2024	015776 THE COUNSELING TEAM INTERNATIO	90730		EMPLOYEE SUPPORT SERVICES	
					100.3021.51640.00000	990.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422027	3/21/2024	015776 015776 THE COUNSELING TEAM INTERNATIO	(Continued)		Total :	990.00
422028	3/21/2024	015818 THE DANCE CENTRE	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	1,431.50
					Total :	1,431.50
422029	3/21/2024	000233 THE PEAVEY CORP	407888	117036	LAB/PROPERTY SUPPLIES FY 23-24 100.4034.53060.00000	202.42
					Total :	202.42
422030	3/21/2024	016551 TIRE HUB LLC	40608538	117051	(BLA) AUTOMOTIVE TIRES FOR CITY V 710.15102	992.21
					Total :	992.21
422031	3/21/2024	001183 TITAN AUTOMOTIVE	79324	117037	SIU: 2022 ODYSSEY VIN NB050342 100.4033.53750.00000 100.4033.53750.00000	56.52 101.25
					Total :	157.77
422032	3/21/2024	020343 TKG PROPERTY MANAGEMENT	WATER MISC REFUND		TKG PROP MGMT - WATER MISC PMT F 600.11080	867.18
					Total :	867.18
422033	3/21/2024	004589 TURNOUT MAINTENANCE CO	28097	116872	(BLA) TURNOUT REPAIR AND MAINTEN 100.3021.51402.00000	64.65
			28098	116872	(BLA) TURNOUT REPAIR AND MAINTEN 100.3021.51402.00000	308.00
					Total :	372.65
422034	3/21/2024	001563 ULINE	175142851	117039	LAB/PROPERTY SUPPLIES FY 23-24 100.4034.53060.00000	980.96
					Total :	980.96
422035	3/21/2024	000944 UNITED PARCEL SERVICE	00005733W1104 - 2024		UPS WEEKLY SHIPMENTS 100.5001.51021.00000 100.3011.51021.00000 100.4001.51021.00000 100.1401.51021.00000	3.00 12.53 21.10 16.09

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422035	3/21/2024	000944 UNITED PARCEL SERVICE	(Continued)		100.3011.51021.00000 100.4001.51021.00000 100.3011.51021.00000 100.4041.53060.00000 Total :	20.06 3.78 23.59 32.90 133.05
422036	3/21/2024	019230 UNITED RENTALS (NORTH AMERICA)	205965690-024	117332	(BLA) RENTAL AND SERVICE- PORTABL 317.9660.51670.30206 Total :	3,986.60 3,986.60
422037	3/21/2024	000551 V & V MANUFACTURING INC	58788	117040	PD BADGE REPAIRS: 1519 & 1563 100.4011.53030.00000 Total :	133.50 133.50
422038	3/21/2024	016163 VERITIV OPERATING COMP	06950706441DM		CREDIT MEMO REFUND - USED TWICE 100.3021.53050.00000 Total :	65.20 65.20
422039	3/21/2024	001845 VERIZON WIRELESS	9958783895 9958783896 9958805282 9958869937 9958914661		ACCT# 342321417 FEB 11 - MAR 10 - FII 100.1205.51011.00000 ACCT# 342321452 FEB 11 - MAR 10 - PL 100.5001.51030.00000 220.5022.51030.00000 270.5021.51030.00000 710.5023.51030.00000 ACCT# 442321341 FEB 11 - MAR 10 - C(100.7001.51011.00000 ACCT# 742321116 FEB 11 - MAR 10 - INI 100.0201.51030.00000 780.1601.51011.00000 780.1601.51030.00000 ACCT# 942320948 FEB 11 - MAR 10 - C(100.6032.51030.00000 100.6031.51030.00000 110.6001.56510.20482 100.5011.51030.00000	107.67 1,926.15 1,100.65 746.87 157.24 1,758.82 141.36 429.25 209.50 46.91 281.46 172.59 255.45

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422039	3/21/2024	001845 VERIZON WIRELESS	(Continued) 9958914663		ACCT# 942320990 FEB 11 - MAR 10 - W, 600.8011.51030.00000	3,184.24
Total :						10,518.16
422040	3/21/2024	009050 VULCAN MATERIALS CO	73926466		(BLA) ASPHALT MATERIAL FOR MAINTENANCE 263.5021.53840.00000	229.40
			73933408	117185	(BLA) ASPHALT MATERIAL FOR MAINTENANCE 263.5021.53840.00000	174.23
			73933409	117185	(BLA) ASPHALT MATERIAL FOR MAINTENANCE 263.5021.53840.00000	174.23
			73935577	117185	(BLA) ASPHALT MATERIAL FOR MAINTENANCE 263.5021.53840.00000	232.71
Total :						810.57
422041	3/21/2024	000431 W W GRAINGER INC	9034750340		(BLA) AUTOMOTIVE PARTS FOR CITY VEHICLE 710.15102	413.75
Total :						413.75
422042	3/21/2024	002319 WATERLINE TECHNOLOGIES	5674795		270 GAL CHLORINE DELIVERED TO WATERLINE 600.8011.53530.00000	861.14
			5674796	117122	165 GAL CHLORINE DELIVERED TO WATERLINE 600.8011.53530.00000	526.25
			5674797	117122	120 GAL CHLORINE DELIVERED TO WATERLINE 600.8011.53530.00000	382.73
			5674798	117122	100 GAL CHLORINE DELIVERED TO WATERLINE 600.8011.53530.00000	318.94
			5674799	117122	185 GAL CHLORINE DELIVERED TO WATERLINE 600.8011.53530.00000	590.04
			5674800	117122	126 GAL CHLORINE DELIVERED TO WATERLINE 600.8011.53530.00000	401.86
Total :						3,080.96
422043	3/21/2024	002218 WE-DO EQUIPMENT & SUPPLY	274789		HAND TOOLS: FLEXRAKE 100.15101	3,288.18
				117669	100.7022.53620.00000	450.00
				117669	100.15101	254.83

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422043	3/21/2024	002218 WE-DO EQUIPMENT & SUPPLY	(Continued)		100.7022.53620.00000	34.88
					Total :	4,027.89
422044	3/21/2024	019525 WELCH, KELLY	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	1,090.80
					Total :	1,090.80
422045	3/21/2024	018943 WELLABLE LLC	24755	117094	AGR 7427 HEALTH AND WELLNESS PL	
					100.1401.51641.00000	520.00
					Total :	520.00
422046	3/21/2024	000439 WEST COAST ARBORISTS INC	210842	117210	AGR 7521 (22-23.38) PARKS TREE MAINT	
			211260	117151	100.7022.51420.00000	4,260.00
			211261	117151	AGR 7521 (22-23.38) DPW TREE MAINT	9,638.00
					100.5025.51700.00000	
					AGR 7521 (22-23.38) DPW TREE MAINT	
					220.5025.51700.00000	24,870.00
					Total :	38,768.00
422047	3/21/2024	001121 WESTFALL, CAROLYN	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	108.00
					Total :	108.00
422048	3/21/2024	008998 O.C. MARTIAL ARTS	Winter 2024		INSTRUCTOR PAYMENT - WINTER 2024	
					100.7011.51670.00000	144.90
					Total :	144.90
422049	3/21/2024	017776 WORKFORCE PRODUCTS INC	4993	117670	FIELD: SAFETY GLASSES "CLEAR"	
					100.15101	1,454.00
					100.15101	112.69
					Total :	1,566.69
422050	3/21/2024	002801 YO FIRE SUPPLIES	1025945	117048	(BLA) MAINLINE SUPPLIES - WATER DI'	
					600.8041.55451.00000	3,179.87
					Total :	3,179.87
422051	3/21/2024	001153 ZOLL MEDICAL CORP	3899964		(BLA) MEDICAL SUPPLIES FY 23/24	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
422051	3/21/2024	001153 ZOLL MEDICAL CORP	(Continued)	116874	125.3022.53510.00000	827.52	
Total :						827.52	
3192024	3/19/2024	000385 SOUTHERN CALIFORNIA GAS CO	03/19/2024		UTILITIES		
						100.7001.51100.00000	1,967.39
						100.0000.51670.30200	110.55
						100.3011.51100.00000	1,233.08
						100.4011.51100.00000	3,735.95
						100.5028.51100.00000	2,240.91
						600.8011.51100.00000	192.12
Total :						9,480.00	
153 Vouchers for bank code :		wfap				Bank total :	1,052,617.49
153 Vouchers in this report						Total vouchers :	1,052,617.49

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5424	3/22/2024	001480 U S BANK	2512038		DEL RIO PUBLIC IMPROVEMENTS 2015 878.10300	425,284.26
Total :						425,284.26
5425	3/28/2024	001480 U S BANK	2512053		SERRANO HEIGHTS PUBLIC IMPROVE 877.10300	116,991.22
Total :						116,991.22
422052	3/25/2024	002661 PANTHER TENNIS INC	WINTER 2024		INSTRUCTOR PAYMENT - WINTER 2024 100.7011.51670.00000	4,324.32
Total :						4,324.32
422053	3/28/2024	007956 AMERICAN HONDA FINANCE CORP	462353800 4-21-24	116923	LEASE VEHICLE 2022 HP APR 2024 100.4021.51340.00000	599.00
Total :						599.00
422054	3/28/2024	007956 AMERICAN HONDA FINANCE CORP	462110593 4-8-24	116923	LEASE VEHICLE 2022 HP APR 2024 100.4033.51340.00000	570.89
Total :						570.89
422055	3/28/2024	007956 AMERICAN HONDA FINANCE CORP	460781593 4-22-24	116923	LEASE VEHICLE 2022 HO APR 2024 100.4033.51340.00000	510.69
Total :						510.69
422056	3/28/2024	007956 AMERICAN HONDA FINANCE CORP	459448097 4-4-24	116923	LEASE VEHICLE 2021 HP APR 2024 100.4033.51340.00000	500.00
Total :						500.00
422057	3/28/2024	017567 HORIZONS CONSTRUCTION CO INTL	RETRELAGR7620		RETAINAGE RELEASE AGR 7620 (SP-4; 500.20050	2,410.27
Total :						2,410.27
422058	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272ZX260 4-2-24	116940	LEASE VEHICLE 2023 TH APR 2024 100.4033.51340.00000	499.80
Total :						499.80
422059	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272ZR550 4-6-24		LEASE VEHICLE 2022 TH APR 2024	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422059	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	(Continued)	116940	100.4021.51340.00000	499.27
Total :						499.27
422060	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272B3581 4-4-24	116940	LEASE VEHICLE 2024 TC APR 2024 100.4033.51340.00000	498.74
Total :						498.74
422061	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272ZD792 4-2-24	116940	LEASE VEHICLE 2021 TS APR 2024 100.4032.51340.00000	498.72
Total :						498.72
422062	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272ZP700 4-11-24	116940	LEASE VEHICLE 2022 TS APR 2024 100.4033.51340.00000	498.49
Total :						498.49
422063	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272ZV302 4-23-24	116940	LEASE VEHICLE 2022 TT APR 2024 100.4021.51340.00000	498.48
Total :						498.48
422064	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272A1808 4-24-24	116940	LEASE VEHICLE 2023 TT APR 2024 100.4033.51340.00000	491.77
Total :						491.77
422065	3/28/2024	000413 TOYOTA FINANCIAL SERVICES	010272ZB129 4-28-24	116940	LEASE VEHICLE 2021 TC APR 2024 100.4032.51340.00000	467.26
Total :						467.26
422066	3/28/2024	001853 BILLEAUDEAUX, JEREMY	PRODV23/24		PROFESSIONAL DEVELOPMENT REIMI 100.1401.51820.00000	300.00
Total :						300.00
422067	3/28/2024	017033 CASH, CHRIS	03/13-15/2024RB		2024 PUBLIC WORKS OFFICERS INSTI 100.5001.51830.00000	172.00
Total :						172.00
422068	3/28/2024	019064 COLLINS, JOHN	EDU23/24		EDUCATIONAL REIMBURSEMENT 100.1401.51820.00000	235.64

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422068	3/28/2024	019064 019064 COLLINS, JOHN	(Continued)		Total :	235.64
422069	3/28/2024	020354 CONSIGLIO, BLAKE	2024 CPRS RB		2024 CPRS CONFERENCE REIMBURSE 100.7014.51840.00000	136.00
					Total :	136.00
422070	3/28/2024	020252 COSTA, MADYSON	2024 CPRS RB		2024 CPRS CONFERENCE REIMBURSE 100.7014.51840.00000	136.00
					Total :	136.00
422071	3/28/2024	002125 FIELDHOUSE, CASEY	EDU23/24		EDUCATIONAL REIMBURSEMENT 100.1401.51820.00000	1,500.00
					Total :	1,500.00
422072	3/28/2024	002767 FLORES, ROSIE	EDU23/24		EDUCATIONAL REIMBURSEMENT 100.1401.51820.00000	380.00
					Total :	380.00
422073	3/28/2024	006877 GOMEZ, RACHEL	2024 CPRS RB		2024 CPRS CONFERENCE REIMBURSE 100.7014.51840.00000	252.59
					Total :	252.59
422074	3/28/2024	002307 ICC ORANGE EMPIRE CHAPTER	002307		2024 MEMBERSHIP DUES BUILDING DI 100.6034.51860.00000	350.00
					Total :	350.00
422075	3/28/2024	018170 KARELL, RYAN	EDU23/24		EDUCATIONAL REIMBURSEMENT 100.1401.51820.00000	410.00
					Total :	410.00
422076	3/28/2024	015714 PUGH, KEITH	EDU23/24		EDUCATIONAL REIMBURSEMENT 100.1401.51820.00000	595.00
					Total :	595.00
422077	3/28/2024	015273 RENDON, ASHLEY	2024 CPRS RB		2024 CPRS CONFERENCE REIMBURSE 100.7014.51840.00000	252.59
					Total :	252.59

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422078	3/28/2024	014665 SULLIVAN, KATEY	EDU23/24		EDUCATIONAL REIMBURSEMENT 100.1401.51820.00000	235.64
			PRODV23/24		PROFESSIONAL DEVELOPMENT REIMI 100.1401.51820.00000	361.08
					Total :	596.72
422079	3/28/2024	007831 ADLERHORST INTERNATIONAL LLC	121114		PD K9 SUPPLIES: K9 WYATT 100.4021.53060.00000	37.71
					Total :	37.71
422080	3/28/2024	014341 AECOM TECHNICAL SERVICES INC	2000865375	114374	AGR 7033 SP 4118 - SANTIAGO CREEK 500.5011.56330.20325	534.18
				114374	550.5011.56330.20325	1,552.67
					Total :	2,086.85
422081	3/28/2024	001029 ALLSTAR FIRE EQUIPMENT INC	254252	116815	(BLA) FIREFIGHTER SAFETY GEAR ANI 100.3021.53650.00000	160.75
					Total :	160.75
422082	3/28/2024	019315 AMERICA TRUCK DRIVING SCHOOL	JEREMYSEPULVEDA		TRUCK DRIVER TRAINING - JEREMY SI 600.8011.51670.00000	4,512.50
					Total :	4,512.50
422083	3/28/2024	002689 ANDY GUMP INC	INV1119803	116887	(BLA) PORT-A-POTTY SOUTH YARD - W 600.8011.53060.00000	186.37
					Total :	186.37
422084	3/28/2024	016284 ARMORCAST PRODUCTS CO INC	0234886-IN	117041	(BLA) SERVICE MATERIALS (MAINS) W/ 600.8041.51540.00000	9,590.18
				117041	600.8041.55451.00000	10,389.37
					Total :	19,979.55
422085	3/28/2024	002388 AT & T MOBILITY	28730389358403172024		MARCH BILLING WIRELESS SCADA AT 600.8011.51423.00000	86.48
					Total :	86.48
422086	3/28/2024	002217 AT&T	03/15/2024 - add		CITYWIDE PHONE SVC: 02/15/2023-03/ 780.1601.51011.00000	1,237.97

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422086	3/28/2024	002217 002217 AT&T	(Continued)		Total :	1,237.97
422087	3/28/2024	017415 BUCKNAM INFRASTRUCTURE GROUP	363-01.17	112666	AGR 6919 - PAVEMENT MANAGEMENT 263.5011.56330.13115	13,269.86
					Total :	13,269.86
422088	3/28/2024	016378 C3 TECHNOLOGY SERVICES	INV175150		MANAGED PRINT SERVICES - COPIER 780.1601.51420.00000	6,048.37
			INV175353		MANAGED PRINT SERVICES - ACCT CC 780.1601.51420.00000	212.87
					Total :	6,261.24
422089	3/28/2024	013164 GALE	83951612		CATS LARGE PRINT ORDER - REISSUE 100.2001.53301.00000	364.00
					Total :	364.00
422090	3/28/2024	001857 COAST RECREATION INC	15675	117156	(BLA) REPAIR & REPLACEMENT OF PL 100.7022.53673.00000	2,665.98
					Total :	2,665.98
422091	3/28/2024	010063 ANIMAL FRIENDS PET HOTEL	516441	116879	PD K9 VET SERVICES: K9 WYATT 100.4021.51650.00000	142.00
			516442	116879	PD K9 SERVICES: K9 NASH 100.4021.51650.00000	820.00
					Total :	962.00
422092	3/28/2024	019887 CM CRANE & TRAINING SERVICES	682		CRANE TRAINING FOR BITTO & TOMEI 600.8011.51670.00000	3,460.00
					Total :	3,460.00
422093	3/28/2024	002870 CROSSTOWN ELECTRICAL & DATA	3842-022	117553	AGR 7616- MAINT AND REPAIRS OF AD 263.5032.56100.16302	4,013.50
			3842-023	117553	AGR 7616- MAINT AND REPAIRS OF AD 263.5032.56100.16302	2,016.68
					Total :	6,030.18
422094	3/28/2024	001120 DOOLEY ENTERPRISES INC	67451	116918	PD AMMUNITION FY 23-24 100.4011.53540.00000	30,827.81

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422094	3/28/2024	001120 DOOLEY ENTERPRISES INC	(Continued)		Total :	30,827.81
422095	3/28/2024	019237 EDINGER URGENT CARE	00056471-00	117152	AGR 7474 EDINGER URGENT CARE FY	222.00
			00056647-00	117152	100.1401.51640.00000 AGR 7474 EDINGER URGENT CARE FY 100.1401.51640.00000	222.00
					Total :	444.00
422096	3/28/2024	003041 EXCEL PAVING COMPANY	2-28145.1	117314	AGR 7543 (22-23.29) TAFT & LEWIS WA	79,385.00
				117314	220.5011.56340.30215 550.5011.56340.30215	238,155.00
			2-28145.1		Retainage	(15,877.00)
			2-28146.1		AGR 7528 (22-23.42) CHAPMAN, MAIN, I	
				117144	220.5022.56340.30163	61,071.88
				117144	550.5022.56340.30163	183,215.62
			2-28146.1		Retainage	(12,214.38)
					Total :	533,736.12
422097	3/28/2024	017319 FEHR & PEERS	173454	116766	AGR 7506 - TRANSIT PLANNING STUDY	1,314.00
				116766	550.5031.56100.20443 263.5031.56100.20443	146.00
					Total :	1,460.00
422098	3/28/2024	002278 FERGUSON ENTERPRISES INC	3462726	116950	(BLA) MAINLINE SUPPLIES - WATER - F 600.8041.55460.00000	471.90
					Total :	471.90
422099	3/28/2024	018554 FINDAWAY WORLD LLC	451240	117101	(BLA) PLAYAWAY/WONDERBOOKS AUC 100.2001.53301.00000	2,150.29
			452989	117101	(BLA) PLAYAWAY/WONDERBOOKS AUC 100.2001.53301.00000	61.41
					Total :	2,211.70
422100	3/28/2024	005168 FIRE EXTINGUISHING SAFETY &	4830	116819	(BLA) FIRE EXTINGUISHER SERVICE FI 100.3021.51402.00000	647.83
					Total :	647.83
422101	3/28/2024	002958 FORTEL TRAFFIC INC	15118-1		AGR 7410 - PROFESSIONAL SERVICES	

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422101	3/28/2024	002958 FORTEL TRAFFIC INC	(Continued)	116210	500.5032.56100.16302	47,047.96
Total :						47,047.96
422102	3/28/2024	002198 GALLS LLC	024678680	116919	PD UNIFORMS: C GRAY (CREDIT INV B 100.4011.53030.00000	-9.69
			026799519	116919	PD UNIFORMS: J WILKERSON (CREDIT 100.4011.53030.00000	-174.53
			027348543	116919	PD UNIFORMS: R POLLOCK 100.4011.53030.00000	15.06
			027348566	116919	PD UNIFORMS: G CATES 100.4011.53030.00000	212.27
			027351545	116919	PD UNIFORMS: G CATES (CREDIT INV : 100.4011.53030.00000	-149.77
			027360472	116919	PD UNIFORMS: A BUENROSTRO 100.4011.53030.00000	166.78
Total :						60.12
422103	3/28/2024	000147 GANAHL LUMBER COMPANY	011304215	116854	(BLA) MATERIALS & SUPPLIES - STREE 270.5021.53670.00000	78.09
Total :						78.09
422104	3/28/2024	002442 GRANITE MASTERS	OC-0124	117402	AGR 4722.G - VETERANS MEMORIAL S 100.7022.51420.00000	750.00
Total :						750.00
422105	3/28/2024	008439 HAZ RENTAL CENTER	I-000620	117393	TABLES AND CHAIRS FOR 2023 TREAT 100.7015.51350.00000 100.7015.51350.00000	1,177.95 246.68
Total :						1,424.63
422106	3/28/2024	001513 HINDERLITER, DE LLAMAS & ASSOC	SIN036180A	117350	SALES TAX JAN-MAR 2024/AGR 3090.C 100.1231.51670.00000	2,787.98
			SIN036180B		AUDIT SERVICES - SALES TAX QUARTI 100.0000.40510.00000	2,980.29
Total :						5,768.27

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422107	3/28/2024	006466 IMPERIAL SPRINKLER SUPPLY INC	0014363735-001		(BLA) IRRIGATION SUPPLIES - FY 23-24	
				117083	100.7022.51011.00000	204.73
			0014415339-001		(BLA) IRRIGATION SUPPLIES - FY 23-24	
				117083	100.7022.53642.00000	1,539.55
					Total :	1,744.28
422108	3/28/2024	016472 JOE MAR POLYGRAPH AND	2024-03-020		PD POLYGRAPHS: D MEDRANO, J RALI	
				116925	100.4011.51670.00000	900.00
					Total :	900.00
422109	3/28/2024	010957 LINDE GAS & EQUIPMENT INC	41615259		(BLA) WELDING SERVICE & TOOLS - W	
				117042	600.8011.53060.00000	81.15
					Total :	81.15
422110	3/28/2024	000250 MC MASTER-CARR SUPPLY CO	23977159		(BLA) MATERIALS & SUPPLIES - WATEF	
				116984	600.8011.53930.00000	751.55
					Total :	751.55
422111	3/28/2024	020067 MEDIA CONTROL SYSTEMS LLC	00003967		SMART VHUB CLEANSWITCH - BLACK	
					130.1601.56033.20516	1,655.86
					Total :	1,655.86
422112	3/28/2024	001867 MISSION LINEN SUPPLY	521260245		PD TOWEL SERVICES FY 23-24	
				116926	100.4011.51670.00000	191.43
					Total :	191.43
422113	3/28/2024	006717 O C CONSERVATION CORPS	117520-030124		AGR 7624. - SANTIAGO CREEK LITTER	
				117520	100.5095.51700.00000	1,815.00
					Total :	1,815.00
422114	3/28/2024	000278 OCLC INC	1000354672		CATALOGING AND METADATA SUBSCR	
				117679	100.2004.51670.00000	17,477.84
					Total :	17,477.84
422115	3/28/2024	000096 ORANGE CNTY TREASURER-TAX COLL	SH68101		PRE-BOOKING & PRISONER PROPERT	
					100.4011.51761.00000	135.20
			STTM001820		IMPRES BATTERY, NIMH 1800 AH, NNTI	
					270.5021.53670.12222	898.62

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422115	3/28/2024	000096 000096 ORANGE CNTY TREASURER-TAX COLL	(Continued)		Total :	1,033.82
422116	3/28/2024	020022 POPCORN FINANCE LLC	10068	117149	(BLA) CONSULTANT SERVICES FOR BL 100.1201.51670.00000	2,196.00
					Total :	2,196.00
422117	3/28/2024	001876 PRADO FAMILY SHOOTING RANGE	6939	116936	FULL DAY TRAINING 3/15/24 100.4011.51840.00000	425.00
					Total :	425.00
422118	3/28/2024	007130 PTI SAND & GRAVEL INC	0143960	116955	(BLA) SAND & ASPHALT SUPPLIES - W/ 600.8041.55451.00000	1,623.90
					Total :	1,623.90
422119	3/28/2024	009419 RHA LANDSCAPE ARCHITECTS	01312142	116357	AGR 7441.1 (22-23.03) DESIGN SERVIC 510.7021.56020.20315	2,942.50
					Total :	2,942.50
422120	3/28/2024	000351 ROSEBURROUGH TOOL INC	769381	117174	(BLA) MATERIALS & SUPPLIES FOR RE 270.5021.53670.00000	502.55
					Total :	502.55
422121	3/28/2024	008149 ROYAL RESTROOMS OF CALIF INC	23936-11	117410	(BLA) ADA SHOWER SERVICES - W. ST 317.9660.51670.30206	5,225.88
					Total :	5,225.88
422122	3/28/2024	002298 SANTA ANA COLLEGE	36560		PRE ACADEMY FEES: R QUIJADA 100.4011.51850.00000	115.00
			36562		BASIC ACADEMY 258 100.4011.51850.00000	1,357.00
					Total :	1,472.00
422123	3/28/2024	000368 SCHORR METALS INC	1963241	116947	(BLA) METAL SUPPLIES & REPAIRS - S 270.5021.53670.00000	334.55
					Total :	334.55
422124	3/28/2024	000396 STATE OF CALIF DEPT OF JUSTICE	717986	116938	PD LIVE SCAN CHARGES FEB 2024 100.4011.51670.00000	656.00

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422124	3/28/2024	000396 000396 STATE OF CALIF DEPT OF JUSTICE	(Continued)			Total : 656.00
422125	3/28/2024	013744 TAB PRODUCTS CO LLC	INV000050520		PD RECORDS LABELS 100.4013.53011.00000	594.04 Total : 594.04
422126	3/28/2024	018862 APOLLO PRINTING & GRAPHICS	287587		NOTICE TO APPEAR FORM 100.4011.51761.00000	3,017.00 Total : 3,017.00
422127	3/28/2024	011703 TEN-X AMMUNITION INC	12478		PROPELLING CHARGES 100.4011.53540.00000	779.62 Total : 779.62
422128	3/28/2024	002294 T-MOBILE	9563179635		REF 4923683 100.4031.53060.00000	75.00 Total : 75.00
422129	3/28/2024	003155 TRI-AD	93321645	117073	(BLA) TRI-AD FLEX SPENDING ADMINIS 100.1401.51670.00000	737.50 Total : 737.50
422130	3/28/2024	009026 UL LLC	72020560632	117683	(BLA) INSPECTION OF FIRE APPARATU 710.5023.53750.00000	5,070.00 Total : 5,070.00
422131	3/28/2024	000944 UNITED PARCEL SERVICE	00005733W1064 - 2024		UPS WEEKLY SHIPMENTS 100.5001.51021.00000 100.0000.52001.00000 100.4041.53060.00000	3.00 12.36 32.90
			00005733W114 - 2024		UPS WEEKLY SHIPMENTS 100.5001.51021.00000 100.3011.51021.00000 100.1201.51021.00000 100.3011.51021.00000 100.4041.53060.00000	3.00 12.39 47.17 3.40 32.90
					Total :	147.12

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422132	3/28/2024	019230 UNITED RENTALS INC	231397647-001	117076	(BLA) CONCRETE MATERIAL - STREET 263.5021.53840.00000	306.02
			231434952-002	117006	(BLA) EQUIPMENT RENTAL & SUPPLIE 600.8011.53060.00000	301.17
					Total :	607.19
422133	3/28/2024	013052 UNITED WATER WORKS INC	S100129211.001	117046	(BLA) MAINLINE SUPPLIES - WATER DI 600.8041.55480.00000	150.47
			S100129269.001	117046	(BLA) MAINLINE SUPPLIES - WATER DI 600.8041.55451.00000	4,633.25
					Total :	4,783.72
422134	3/28/2024	014038 TPX COMMUNICATIONS	178281527-0		CITYWIDE PHONE SVC 780.1601.51011.00000	1,228.41
					Total :	1,228.41
422135	3/28/2024	020018 HD SUPPLY INC	INV00289751	117175	(BLA) TOOLS/SUPPLIES - WATER DIVIS 600.8011.53060.00000	963.97
			INV00295838	117175	(BLA) TOOLS/SUPPLIES - WATER DIVIS 600.8011.53060.00000	460.01
					Total :	1,423.98
422136	3/28/2024	019878 VERDE DESIGN INC	8-2300900	116724	AGR 7481 (22-23.22) HART PARK DIAMC 510.7021.56015.30133	1,200.00
					Total :	1,200.00
422137	3/28/2024	016948 VERIZON BUSINESS SERVICES	72866633	116941	PD PRIVATE IP CHARGES THROUGH 2/ 355.4011.51030.00000	1,843.00
				116941	350.4041.51030.00000	157.00
					355.4011.51030.00000	5.58
					350.4041.51030.00000	0.48
					Total :	2,006.06
422138	3/28/2024	001845 VERIZON WIRELESS	9957782832		ACCT# 270531403 JAN 29 - FEB 28 - RI 740.0312.51030.00000	99.27
			9958912570	116942	PD MDC WIRELESS CHARGES FEB 11 310.4011.51030.30180	40.01

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422138	3/28/2024	001845 VERIZON WIRELESS	(Continued)			
			9959305666	116942	355.4011.51030.00000 PD CELL PHONE CHARGES FEB 17 - M	4,945.17
				116942	310.4011.51030.30180	83.82
				116942	350.4041.51030.00000	377.19
				116942	100.4021.51030.00000	130.73
				116942	100.4011.51030.00000	2,387.53
				116942	100.4021.53370.00000	41.91
			9959367180		PD CELL PHONE CHARGES FEB 17 - M	
				116942	100.4021.51030.00000	453.31
				116942	100.4034.51030.00000	38.01
				116942	100.4011.51030.00000	200.05
					Total :	8,797.00
422139	3/28/2024	009050 VULCAN MATERIALS CO	73937320		(BLA) ASPHALT MATERIAL FOR MAINTENANCE	
				117185	263.5021.53840.00000	240.44
			73942421		(BLA) ASPHALT MATERIAL FOR MAINTENANCE	
				117185	263.5021.53840.00000	231.61
					Total :	472.05
422140	3/28/2024	002319 WATERLINE TECHNOLOGIES	5675741		148 GAL CHLORINE DELIVERED TO WE	
				117122	600.8011.53530.00000	472.03
			5675743		320 GAL CHLORINE DELIVERED TO WE	
				117122	600.8011.53530.00000	1,020.61
			5675745		138 GAL CHLORINE DELIVERED TO WE	
				117122	600.8011.53530.00000	440.14
			5675746		220 GAL CHLORINE DELIVERED TO WE	
				117122	600.8011.53530.00000	701.67
			5675747		240 GAL CHLORINE DELIVERED TO WE	
				117122	600.8011.53530.00000	765.46
					Total :	3,399.91
422141	3/28/2024	002071 WELLS FARGO FINANCIAL LEASING	5028936818		COPIER LEASE - 450-0010424-004 03/2024	
					100.3011.51330.00000	769.44
					Total :	769.44
422142	3/28/2024	000439 WEST COAST ARBORISTS INC	211949		AGR 7521 (22-23.38) DPW TREE MAINT	

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
422142	3/28/2024	000439 WEST COAST ARBORISTS INC	(Continued)			
			212092	117151	220.5025.51700.00000	20,880.00
				117151	AGR 7521 (22-23.38) DPW TREE MAINT	
					100.5025.51700.00000	34,872.00
					Total :	55,752.00
422143	3/28/2024	000440 WEST COAST SAND & GRAVEL INC	703397		(BLA) SAND & ASPHALT SUPPLIES - W/	
			704199	117047	600.8041.55451.00000	710.85
				117047	(BLA) SAND & ASPHALT SUPPLIES - W/	
					600.8041.55451.00000	633.82
					Total :	1,344.67
422144	3/28/2024	001759 WITTMAN ENTERPRISES LLC	2401022		PARAMEDIC COMMISSION JANUARY 2:	
					125.3015.46718.00000	14,039.15
					100.3022.46718.00000	8,975.85
			2402022		PARAMEDIC COMMISSION FEBRUARY	
					125.3015.46718.00000	14,759.90
					100.3022.46718.00000	9,436.65
					Total :	47,211.55
422145	3/28/2024	002801 YO FIRE SUPPLIES	1025977		(BLA) MAINLINE SUPPLIES - WATER DI'	
			1026281	117048	600.8041.55451.00000	39,668.74
			1026297	117048	(BLA) MAINLINE SUPPLIES - WATER DI'	
				117048	600.8041.55451.00000	854.61
				117048	(BLA) MAINLINE SUPPLIES - WATER DI'	
					600.8041.55451.00000	91.88
					Total :	40,615.23
3262024	3/26/2024	000384 SOUTHERN CALIF EDISON CO	03/26/2024		UTILITIES	
					100.3011.51231.00000	1,717.23
					100.5074.51231.00000	18,444.73
					100.7001.51231.00000	28,584.03
					600.8011.51232.00000	27,767.45
					Total :	76,513.44
97 Vouchers for bank code : wfap						Bank total : 1,544,263.83

Bank code : wfap

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
97	Vouchers in this report					Total vouchers : 1,544,263.83



Agenda Item

City Council

Item #: 3.3.

4/9/2024

File #: 24-0237

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Trang Nguyen, Finance Director

1. SUBJECT

Agreement with Paymentus Corporation for an online platform for Utility Billing services, including processing credit card and e-check payments.

2. SUMMARY

Paymentus Corporation has acquired Tele-Works Inc., with whom we had previously entered into an agreement for Online Utility Services. This is a new contract with Paymentus Corporation, extending the already established services for a period of one year, with a provision for extensions up to four additional one-year terms.

3. RECOMMENDED ACTION

Approve the agreement with Paymentus Corporation in the amount not to exceed \$175,000 for one year; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is \$175,000.000 and will be funded through:
600.1222.51420.00000 Water - Maintenance Contracts

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

6. DISCUSSION AND BACKGROUND

The City's Utility Billing software system is currently through Harris Computer. Harris Computer's prior partnered vendor was Tele-Works Inc., with which we have had an agreement since 2014. Paymentus Corporation has since acquired Tele-Works Inc. and offers the same online platform for the City's customers to view and pay their utility bills. This agreement continues current services and fees for one year and up to four additional one-year terms. There will be no change in operations as the software has not changed. Executing a year-by-year agreement gives the City flexibility to explore options for the upcoming Financial ERP system change. The effect on the City's annual budget is minimal. The cost increase is due to more users using the online portal and paying by credit card. The cost is based on a per-transaction fee that remains unchanged from the original agreement in 2014.

7. ATTACHMENTS

- Professional Services Agreement with Paymentus Corporation



Agenda Item

City Council

Item #: 3.3.

4/9/2024

File #: 24-0237

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Trang Nguyen, Finance Director

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Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

6. DISCUSSION AND BACKGROUND

The City's Utility Billing software system is currently through Harris Computer. Harris Computer's prior partnered vendor was Tele-Works Inc., with which we have had an agreement since 2014. Paymentus Corporation has since acquired Tele-Works Inc. and offers the same online platform for the City's customers to view and pay their utility bills. This agreement continues current services and fees for one year and up to four additional one-year terms. There will be no change in operations as the software has not changed. Executing a year-by-year agreement gives the City flexibility to explore options for the upcoming Financial ERP system change. The effect on the City's annual budget is minimal. The cost increase is due to more users using the online portal and paying by credit card. The cost is based on a per-transaction fee that remains unchanged from the original agreement in 2014.

7. ATTACHMENTS

- Professional Services Agreement with Paymentus Corporation

PROFESSIONAL SERVICES AGREEMENT
[Utility Billing Web/IVR Payment Portal]

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made at Orange, California, on this _____ day of _____, 2024 (the “Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and PAYMENTUS CORPORATION, a Delaware corporation (“Contractor”), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City’s business and City relies on Contractor’s representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

Jamey Taulbee, Finance Manager (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this agreement shall not exceed ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS and 00/100 (\$175,000.00) without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor’s fees for payment are collected via direct ACH debit withdrawals and for other services via monthly invoicing as necessary.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement.

It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. Assignment or Subcontracting. No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. Time of Completion. Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work in accordance with the time period set forth in Exhibit "A" hereto or as otherwise agreed to by and between the representatives of the parties.

11. Time Is of the Essence. Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. Term. The Term of this agreement shall be for one (1) years commencing on the Effective Date. At the end of the term of this Agreement, the City will have the option to renew the Agreement up to four (4) times.

13. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or Contractor’s subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (2) Two Million Dollars (\$2,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability

insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. “Reserved”

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. Termination. City may for any reason terminate this Agreement by giving Contractor not less than Thirty (30) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services

satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. Maintenance and Inspection of Records. In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. Compliance with all Laws/Immigration Laws.

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a “public works,” as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of

same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Paymentus Corporation
11605 N. Community House Road, Ste. 300
Charlotte, North Carolina 28277
Attn.: Jessica Galbraith

Telephone: (980) 326-3291
E-Mail: jgalbraith@paymentus.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: Jamey Taulbee

Telephone: (714) 744-2244
E-Mail: jtaulbee@cityoforange.org

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

PAYMENTUS CORPORATION,
a Delaware corporation

*By: _____
Printed Name: _____
Title: _____

*By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- City requires the following signature(s) on behalf of the Contractor:
-- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
-- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

√NA

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]



MASTER SERVICES AGREEMENT

Client:	City of Orange
Client Address:	300 East Chapman Ave
Contact for Notices to Client:	Orange, CA 92866
Estimated Number of Yearly Payments:	Jamey Taulbee
	500,000

This Master Services Agreement ("Agreement") is entered into as of the date of the last of the signatures set forth below ("Effective Date"), by and between the Client identified above and Paymentus Corporation, a Delaware Corporation, with a principal place of business at 11605 N. Community House Road, Suite 300, Charlotte, North Carolina 28277. Client and Paymentus are also referred to as "Party" and collectively as the "Parties".

STATEMENT OF PURPOSE

Paymentus desires to provide, Client desires to receive electronic bill payment services as more particularly described in this Agreement under the terms, and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby covenant and agree as follows. This Agreement consists of the following documents:

- (i) this signature page
- (ii) the General Terms and Conditions; and
- (iii) the following Schedules:

Schedule A: Paymentus Service Fee Schedule

This Agreement represents the entire agreement between the Parties with respect to its subject matter, supersedes all prior written or oral agreements or understandings related to the subject matter hereof, and may be changed only by agreements in writing signed by the authorized representatives of each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF ORANGE

By: _____

NAME: _____

TITLE: _____

DATE: _____

PAYMENTUS CORPORATION

By: _____

NAME: _____

TITLE: _____

DATE: _____

CONFIDENTIAL AND PROPRIETARY

GENERAL TERMS AND CONDITIONS BY AND BETWEEN PAYMENTUS CORPORATION AND CITY OF ORANGE

1 **Definitions:**

For the purposes of the Agreement, the following terms and words have the meaning ascribed to them, unless the context clearly indicates otherwise.

- 1.1 **"Affiliates"** means (i) any entities that control, are controlled by, or are under common control with a Party.
- 1.2 **"Agent Dashboard"** means a web based portal that enables Client to manage and monitor its' customers' payments and accounts including such features as the ability to add and manage users, look up payment schedules, make payments manually on behalf of the customers, and generate payment reports.
- 1.3 **"Agreement"** or **"Master Agreement"** means the Master Services Agreement between the Parties, as amended from time to time, including the Signature Page, these General Terms and Conditions and all Schedules.
- 1.4 **"Average Bill Amount"** means the total amount of Payments processed through Paymentus in a given month divided by the number of the Payments for the same month.
- 1.5 **"Custom Enhancement(s)"** means one or more enhancements to the Services which is either unique to Client, or which was expedited prior to being developed pursuant to a Statement of Work entered into by the Parties in which Client agrees to pay Professional Services Fees for the Work done in connection therewith.
- 1.6 **"Customer Information Files"** or **"CIF"** means a computerized file used by a company that stores all customer data such as the customer's personal and account information.
- 1.7 **"Custom Implementation"** means implementation of Client's Custom Integration and Custom Enhancements in accordance with the applicable SOW.
- 1.8 **"Custom Integration"** customization of the Platform to integrate with Client's billing system using non-standard file specifications or application programming interfaces ("APIs") supported by Client's billing system
- 1.9 **"Effective Date"** has the meaning set forth on the signature page above, unless the Agreement is submitted to Client for acceptance in a manner that does not call for Paymentus to execute it, in which event the Effective Date shall be the date that Client signs the Agreement.
- 1.10 **"Excess Payment Amount"** means the amount by which the total of all Payment Amounts from Non-Qualified Transactions processed in a calendar month exceeds 5% of the total of the Payment Amounts of all card Payments processed that month.
- 1.11 **"Fee Assumptions"** means information used to calculate the Paymentus Fee (as defined in Section 3.2) as provided by Client in good faith, including (i) the projected Average Bill Amount, and (ii) the projected payment method mix (credit vs debit vs e-check) of all card Payments processed that month.
- 1.12 **"IPN"** or **"Instant Payment Network"**™ means the network developed by Paymentus to enable customer engagement, bill presentment and receipt of payments by businesses through multiple channels as enabled from time to time by Paymentus.
- 1.13 **"Launch Date"** means the date on which Client completes the introduction to Users of all of the Services set forth on Schedule A or in any applicable SOW as of the Effective Date of this Agreement.
- 1.14 **"Minimum Monthly Commitment"** means a fixed amount agreed to by the Parties that is based upon the expected number of transactions to occur each month during the Term times the Average Bill Amount, as set forth in Schedule A).
- 1.15 **"Non-Qualified Transaction"** means any payment where the Paymentus Fee is lower than the cost of processing such payment (including the cost of Third Party Fees).
- 1.16 **"Payment"** means payment by a User through the Platform for Client's services, Client's bills, or other amounts owed to Client.
- 1.17 **"Payment Amount"** means the amount of a Payment.

- 1.18 **"Paymentus Authorized Processor"** means a Paymentus authorized merchant account provider or payment processing intermediary or gateway.
- 1.19 **"Paymentus Fee"** is the amount charged for the Services as set forth on Schedule A.
- 1.20 **"Platform"** is defined in Section 2.1.
- 1.21 **"Professional Services"** means the work to be performed for Client by Paymentus as described in the Statement of Work, which may be changed from time to time in accordance with the Change Order process described in the SOW.
- 1.22 **"Professional Services Fees"** means the fees charged for the Professional Services described on a Statement of Work.
- 1.23 **"Reversed or Chargeback Transactions"** means cancelled transactions due to User error, a User's challenge to Payment authenticity, or action by a financial institution or a Paymentus Authorized Processor (commonly referred to as ACH or eCheck returns or credit/debit card chargebacks).
- 1.24 **"Services"** means the performance by Paymentus of the payment and related services selected by Client as set forth in Schedule A and as provided in Section 2.2.1.
- 1.25 **"Standard Implementation"** means (i) the initial integration between the information systems of both Parties so that Paymentus can receive Client's customer data to be used in the provision of the Services, and Client can receive payment and other related data from Paymentus, (ii) the setup of the payment processor and bank deposit accounts, (iii) the setup of the payment channels described on Schedule A to this Agreement and (iv) the creation of business rules to be applied to the acceptance of payments, all as further described in the applicable SOW or Paymentus documentation. Any changes following the initial integration will be handled through the Change Order process.
- 1.26 **"Statement of Work" or "SOW"** means the statement of work entered into between the Parties, which shall be substantially in the form attached as Schedule C, which is attached hereto and incorporated herein by reference.

- 1.27 **"System Availability"** means that date on which Paymentus notifies Client's that the Platform is ready to process User data.
- 1.28 **"Term"** means the Initial Term and any renewal term as defined in Section 7.1 of this Agreement.
- 1.29 **"Third Party Fees"** is defined in Section 3.2.2 of this Agreement.
- 1.30 **"User"** means a Client customer who uses the Services to pay its Client bills.
- 1.31 **"Work" or "Work Product"** means the customizations that are performed by Paymentus as part of the Professional Services described in the SOW.

2 Description of Services to be Performed

2.1 Scope of Services

When selected on Schedule A, Paymentus will provide Users the opportunity to view and receive bills, make Payments using the payment methods provided under Schedule A and other payment methods and wallets as offered by Paymentus from time to time. The payment methods and other services provided may be used within the channels described on Schedule A or on other websites or mobile/web apps or chatbots or voice assistants that are part of the Instant Payment Network, (collectively referred to as the "Platform"). Paymentus will provide a mechanism by which Client may select the channels and payment methods Client wishes to offer Users. Paymentus will be the exclusive provider to Client of all electronic bill payment and related services substantially similar to the Services.

2.2 Professionalism

Paymentus will perform the Services in a professional and commercially reasonable manner.

2.3 New or Enhanced Services

From time to time Paymentus may offer Client new or enhanced services, such as new functionality within the IPN, the ability to accept other payment methods, methods of bill presentment, the ability to access alternative payment processors or other service providers or Paymentus Authorized Processors or otherwise modify the terms and conditions under which the Services are provided ("Service Enhancements"). Paymentus will provide Client with notice through the Agent Dashboard disclosing the terms, including any contracts or contract amendments, under which the Service

Enhancements will be made available. If the Service Enhancements will result in additional fees to or impose additional material obligations on Client or Users, Client will have thirty (30) days after the date the notice is posted on the Agent Dashboard to opt-out of the Service Enhancements in the manner provided in the notice. If Client does not opt-out in a timely manner, then when the Service Enhancements are introduced they will form part of the Services and Client will be bound by the additional terms as disclosed in the notice, and the Paymentus Service Fee (Schedule A) will be deemed amended to reflect changes in the Services and fees in connection with the Service Enhancements.

3 Compensation and Payment Terms

3.1 Implementation

3.1.1 Charge for Standard Implementation. Paymentus will charge the fees related to Standard Implementation that are set forth on the applicable Statement of Work.

3.1.2 Custom Implementation. If Client requests customizations during the implementation process, the SOW will contain an estimate of the amount of custom Work that will be required to be performed on a time and materials basis, which Work will be performed at a blended hourly rate set forth therein in accordance with the payment terms set forth in the SOW. If there are changes following the execution of the Statement of Work, the parties will follow the change order process detailed in the SOW. Custom implementation shall be billed as set forth in the SOW.

3.2 Paymentus Fee

3.2.1 Party to be charged the Paymentus Fee. The party to be charged the Paymentus Fee is identified on Schedule A.

3.2.1.1 Where "UserFee" is Selected on Schedule A, User will be charged the Paymentus Fee.

3.2.1.2 "Where "Absorbed Fee" is selected on Schedule A, Client will be charged the Paymentus Fee.

3.2.2 Third Party Payments. Paymentus will pay the corresponding processing and related fees to the applicable third parties out of the Paymentus Fee ("Third Party Fees"), except for fees related to Reversed or Chargeback Transactions.

3.2.3 Adjustments to the Paymentus Fee. The Paymentus Fee may be adjusted thirty (30) days

following the date of delivery by Paymentus' of prior written notice to Client due to one of the following:

3.2.3.1 Mistake in connection with the Fee Assumptions. A mistake by either of the parties with respect to the Fee Assumptions, including but not limited to changes in (a) the average Payment Amount made by the Users, (b) the mix of payment methods utilized by the Users or (c) the interchange rates applied to transactions.

3.2.3.2 Charges for Non-qualified Transactions. The Paymentus Fee is based on the Fee Assumptions and on the assumption that the total number of payments and the total Payment Amount collected each month from the use of non-consumer cards shall be under 5% of the total per month. Client shall be billed a Paymentus Service Fee based on the rate of 2.85% of the Payment Amount for any Excess Payment Amount if the Fee Assumptions vary by more than 5%.

3.2.3.3 Changes in Third Party Fees. Changes in the card or payment system rules, changes in payment processing fees or other changes in Third Party Fees that are outside of Paymentus' control that increase Paymentus' cost of processing transactions.

3.2.3.4 Changes due to increases in the Consumer Price Index. Beginning on the first anniversary of the Launch Date, and continuing on each anniversary of the Launch Date thereafter during the initial term and any renewal terms, the Paymentus Fee may be increased annually by a percentage equal to the increase in the Consumer Price Index, "U.S. City Average/All Items for All Urban Consumers (CPI-U) (1982-84 = 100)".

3.3 Payment Terms.

3.3.1 User Paid Invoices. When User pays the Paymentus Fees (as designated on Schedule A), User will pay the Paymentus Fees together with the corresponding Payment at the time of the transaction.

3.3.2 Client Paid Invoices. When Client is obligated to pay the Paymentus Fee (as shown on Schedule A), Paymentus will invoice Client promptly following the end of each full or partial calendar month during the Term and Client's bank account will be debited for Paymentus Fees. In addition, Client will be billed for applicable Professional Services Fees as described in the SOW in accordance with the terms set forth therein. Client shall notify Paymentus in writing of any alleged errors or discrepancies detected by Client in Paymentus' calculation of the Paymentus Fees, or Professional Services Fees

contained in the applicable invoice(s) within thirty (30) days from the invoice date ("Due Date"). To the extent that any portion of an invoice is disputed in good faith ("Disputed Amount"), Client shall timely pay on or prior to the Due Date the undisputed portion of any invoice, and promptly notify Paymentus in writing of the Disputed Amount, providing a reasonably detailed explanation for such Disputed Amount ("Invoice Dispute Notice"). The parties shall work together in good faith to resolve all issues identified in the Invoice Dispute Notice within ten (10) days of Paymentus' receipt thereof. Charges on invoices which are not disputed within thirty (30) days of the invoice date shall be deemed accepted and Paymentus shall have no obligation to correct any calculation errors identified after such period. Invoices that are not timely paid shall be subject to interest from the Due Date at the higher of 18% per annum or the then current legal rate of interest.

4 Payment Processing

4.1 Integration with Client's Billing System

Paymentus will provide implementation services to Client in accordance with the terms of Schedule C, which is attached hereto and incorporated herein by reference.

4.2 PCI Compliance

To the extent that either Party receives payment card information subject to the Payment Card Industry Data Security Standards ("PCI-DSS") in connection with providing the Services, such Party will comply with all requirements of the PCI-DSS with respect to storage, transmission and disclosure of payment card information.

4.3 Explicit User Confirmation

Paymentus will electronically confirm to the User the dollar amount of all Payments, and when paid by the User, the corresponding Paymentus Fee to be charged for the transaction, and electronically obtain the User's approval of the charges prior to initiating payment authorizations transaction.

4.4 Merchant Account

If described as part of implementation services in the applicable SOW, Paymentus will assist Client in setting up a merchant account directly with the Paymentus Authorized Processor for processing and settlement of transactions.

4.5 Payment Authorization

For authorization purposes, Paymentus will electronically transmit all card or other payment transactions to the appropriate processing center, in real time as the transactions occur or as provided in applicable rules. In its sole discretion, Paymentus may refuse to process any transaction that it reasonably believes is (i) submitted in violation of its terms of use or (ii) necessary to protect Client, Users, itself or others from actual or potentially illegal, fraudulent or harmful activity.

4.6 Settlement

Paymentus together with a Paymentus Authorized Processor will forward the payment transactions, to the appropriate organizations for settlement directly to Client's depository bank account previously designated by Client ("Client Bank Account") as a positive amount of payment processing funds, net of any User paid Paymentus Fee and any Reversed or Chargeback Transactions (described below). When Client pays the Paymentus Fee, Paymentus will invoice Client and debit the fees from the Client Bank Account on a monthly basis.

Paymentus together with the Paymentus Authorized Processor will continuously review its settlement and direct debit processes for its simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus were to change its settlement and invoicing processes.

4.7 Reversed or Chargeback Transactions

With respect to all Reversed or Chargeback Transactions, Client authorizes Paymentus and Paymentus Authorized Processor (and/or the respective payment organizations) to debit the Client Bank Account for the Payment Amount and/or offset the Payment Amount against future payouts and Paymentus will refund the applicable amount to the payment organization for credit back to the User the corresponding Paymentus Fee, if any.

Paymentus together with Paymentus Authorized Processor will continuously review its processes for Reversed or Chargeback Transactions for simplicity and efficiencies. Client and Paymentus agree to fully cooperate with each other if Paymentus requires any change to its settlement and invoicing processes for these transactions.

5 General Conditions of Services

5.1 Service Reports

Paymentus will provide Client with reports summarizing use of the Services by Users for a given reporting period, which period shall be designated by Client during the Standard Implementation process. Such standard reports are available through the Agent Dashboard.

5.2 User Adoption Communication by Client

Client will prominently communicate the Services as a primary payment option to its customers wherever Client usually communicates its other payment options.

Client will make the Services known or available to its customers by different means of customer communication including (i) on the face of bills, invoices and other notices; (ii) on any marketing or advertising materials that include payment options; (iii) if direct payments have been activated, by providing Interactive Voice Response ("IVR") and Web payment details prominently on Client's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; (iv) if IVR payments have been activated, through Client's general IVR/Phone system; and (v) other channels or means available to Client or reasonably suggested by Paymentus.

Paymentus will provide Client with logos, graphics and other marketing materials solely for Client's use in its communications with its customers regarding the Services and/or Paymentus.

5.3 Independent Contractor

Paymentus is an independent contractor. Paymentus is not acting as an agent or fiduciary of the Client or its Users.

5.4 Client's Responsibilities

In order for Paymentus to provide the Services, Client will fully cooperate with Paymentus by:

- (i) Entering into (and authorizing Paymentus to do so on its behalf) all applicable merchant processing, cash management, ACH origination, or kiosk agreements, provided that Client is given notice of and approves any additional fees associated with those agreements, and providing information and consents reasonably requested in connection with the agreements.
- (ii) Maintaining throughout the duration of the Agreement during which direct payments via the

web is activated, a bill payment link connecting to the Paymentus Platform at a prominent and mutually agreed location on Client's website. If the IVR channel is activated, the phone number for IVR payments will also be added to the web site and as an option as part of Client's general phone system.

- (iii) Sharing User Adoption Communication as described in Section 5.2 (User Adoption Communication by Client).
- (iv) Providing Customer Information to Paymentus. As part of the information transfer required for implementation, Client will provide Paymentus with CIF on all Client customers serviced by Client. The CIF shall also identify customers by payment type.
- (v) Launching the Service within 30 days of System Availability. Paymentus will notify Client in writing of System Availability. Client will have ten (10) days following such notification to confirm that there are no material defects in the System ("Testing Period"). If material defects in the System are identified, Client shall provide reasonable detail to Paymentus about such defects, and the System Availability date will be extended until Paymentus notifies Client again of System Availability, and following an additional Testing Period, Client confirms there are no material defects in the System. If the Launch Date does not occur by the earlier of (i) thirty (30) days following final System Availability or (ii) 120 days following the Effective Date (as adjusted for any time required for Paymentus to cure applicable defects), Client shall be obligated to pay seventy-five percent (75%) of the Minimum Monthly Commitment Fees commencing the following month.
- (vi) Dedicating sufficient properly trained and fully engaged personnel to support the implementation process and its use of the Services in compliance with all laws applicable to its use of the Services.
- (vii) Providing Paymentus with the file format specification currently used to post payments to the billing system to allow Paymentus to provide Client with a posting file for posting to Client's billing system.
- (viii) Fully cooperating with Paymentus and securing the cooperation of its software and service providers and providing the information required to integrate with Clients' billing system.

- (viii) Fully cooperating with Paymentus to integrate its systems with the Paymentus Platform through the use of Paymentus' APIs to enable Client's access to the IPN, if selected.
- (ix) Promptly provide Paymentus notice within a reasonable time (not to exceed 48 hours) if Client encounters a cyber-incident or a data security breach which could reasonably be expected to compromise Paymentus data.

6 Indemnification and Limitation of Liability

6.1 Paymentus Indemnification and Hold Harmless

Paymentus agrees to defend, hold harmless and indemnify Client and its directors, officers or governing officials, and employees (collectively, the "Client Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Client Indemnitee arising from a claim or demand brought by a third party to the extent such claim or demand alleges that the Services provided under this Agreement infringe the intellectual property rights of the third-party.

6.2 Client Indemnification and Hold Harmless

Client agrees to defend, hold harmless and indemnify Paymentus and its directors, officers, employees, and Affiliates (collectively, the "Paymentus Indemnitees") from and against all liabilities, demands, losses, damages, costs or expenses (including reasonable attorney's fees and costs), incurred by any Paymentus Indemnitee arising from a claim or demand brought by a third party to the extent the claim or demand relates to the underlying relationship or obligations of Client and its Users.

6.3 Indemnification Procedure

The indemnified party will give the indemnifying party prompt written notice of any claim for which indemnification is sought. The indemnifying party will have the right to control the defense and settlement of any claim, provided that any settlement that admits liability on behalf of the indemnified party, or adversely affects the indemnified party shall (i) require the indemnified party's prior written consent, which consent will not be unreasonably conditioned, delayed or withheld and (ii) to the extent legally permitted, shall remain confidential.

6.4 Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, PAYMENTUS MAKES NO OTHER

REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO CLIENT OR ANY OTHER PERSON, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS, FOR A PARTICULAR PURPOSE OR OTHERWISE OF ANY SERVICES OR ANY GOOD PROVIDED INCIDENTAL TO THE SERVICES PROVIDED UNDER THE AGREEMENT.

6.5 Limitation of Liability

NOTWITHSTANDING THE FOREGOING, PAYMENTUS WILL NOT BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF IT HAS BEEN ADVISED OF OR COULD HAVE FORESEEN THE POSSIBILITY OF THESE DAMAGES. IN NO EVENT WILL PAYMENTUS BE LIABLE FOR ANY LOSSES OR DAMAGES RESULTING FROM THE ACTS, OMISSIONS OR ERRORS OF THIRD PARTIES OR OF CLIENT OR FOR PROVIDING AGREEMENTS, INSTRUCTIONS OR INFORMATION TO USERS AS INSTRUCTED BY CLIENT. PAYMENTUS' TOTAL LIABILITY FOR DAMAGES FOR ANY AND ALL ACTIONS ASSOCIATED WITH THE AGREEMENT OR THE SERVICES WILL IN NO EVENT EXCEED (I) FOR AN ERROR OR OTHER ACTION AFFECTING THE PROCESSING OF ONE OR MORE PAYMENTS, THE AMOUNT OF THE PAYMENTUS FEE ASSOCIATED WITH EACH PAYMENT, (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF THE PAYMENTUS FEE (NET OF DIRECT PROCESSING AND OTHER FEES PAID BY PAYMENTUS) PAID TO PAYMENTUS ("NET FEES") IN THE SIX (6) MONTHS BEFORE THE EVENTS GIVING RISE TO THE CLAIM OR CLAIMS ARISING FROM THE SAME CIRCUMSTANCES; AND (III) IN NO EVENT, MORE THAN THE LESSER OF \$500,000.00 OR THE NET FEES UNDER THE AGREEMENT.

7 Term and Termination

7.1 Term

The term of the Agreement will commence on the Effective Date and continue for a period of 5 (five) years ("Initial Term").

At the end of the Initial Term, the Agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provides the other Party with not less than 6 (six) months prior

written notice before the automatic renewal date that it elects not to automatically renew the term of the Agreement.

7.2 Material Breach

A material breach of the Agreement will be cured within 90 (ninety) business days ("Cure Period") after a Party notifies the other in writing of the breach in accordance with the Notice Provisions of this Agreement and with reasonable details regarding the material breach. In the event a material breach has not been cured within the Cure Period, the non-breaching Party can terminate the Agreement by providing the other Party with a 30 business days' written notice.

7.3 Upon Termination

Upon termination of the Agreement, the Parties agree to cooperate with one another to ensure that all Payments are accounted for and all refundable transactions have been completed. During any period between the date of the notice of non-renewal or termination, if applicable, and the termination date set forth therein, Client shall maintain transaction volumes materially consistent with historical usage of Paymentus' Platform. Upon termination, Paymentus will cease all Services being provided hereunder unless otherwise agreed in writing.

8. Confidentiality

The Parties agree that notwithstanding anything in this Agreement to the contrary, they will each abide by the terms of the Mutual Confidentiality Agreement or other mutual non-disclosure agreement signed by the Parties in connection with the commencement of the negotiation of this Agreement ("NDA"), which NDA shall be incorporated herein by reference, with the exception that the Term of the NDA shall be extended from the Effective Date of the NDA for three years following the termination or earlier expiration of this Agreement (the Confidentiality Period). Furthermore, during the Confidentiality Period, Client will not for any purpose inconsistent with the Agreement disclose to any third party or use any Paymentus confidential or proprietary non-public information that Client has obtained during the procurement process or during the term of the Agreement about Paymentus' business, including the terms of the Agreement, operations, financial condition, technology, systems, know-how, products, Services, suppliers, clients, marketing data, plans, and models, and personnel. Except as required by law, Paymentus will not for any purpose inconsistent

with the Agreement or its privacy policy in effect from time to time disclose to any third party or use any confidential User information it receives in connection with its performance of the Services other than as required in connection with the third parties described in Section 5.4(i) (applicable merchant processing, cash management, ACH origination, or kiosk agreements) above.

9. FOIA Requests

If a request for information is made to Client under any federal, state or other governmental freedom of information act or similar law, rule or regulation seeking disclosure of any of the confidential information of Paymentus, this Agreement or other information provided to Client before and after the Effective Date in connection with or pursuant to this Agreement, Client shall (i) promptly provide Paymentus written notice of (email shall suffice) such request (along with a copy of the request) so that Paymentus may seek, at Paymentus' sole expense, a protective order or other appropriate remedy to protect the requested information to the extent legally permitted and (ii) provide reasonable cooperation (at Paymentus' request and sole expense, including but not limited to Client's legal fees reasonably incurred to protect the requested information) to resist or limit any disclosure pursuant to this paragraph.

10. Intellectual Property

In order that Client may promote the Services and Paymentus' role in providing the Services, Paymentus grants to Client a revocable, non-exclusive, royalty-free, license to use Paymentus' logo and other service marks (the "Paymentus Marks") for this purpose only. Client does not have any right, title, license or interest, express or implied in and to any object code, software, hardware, trademarks, service mark, trade name, formula, system, know-how, telephone number, telephone line, domain name, URL, copyright image, text, script (including, without limitation, any script used by Paymentus on the IVR or the Website) or other intellectual property right of Paymentus ("Paymentus Intellectual Property"). All Paymentus Marks, Paymentus Intellectual Property, and the Platform and all rights therein (other than rights expressly granted herein) and goodwill pertain thereto belong exclusively to Paymentus.

11. Miscellaneous

11.1 Authorized Representative

Each Party will designate an individual to act as its representative, with the authority to transmit instructions and receive information. The Parties may from time to time designate and notify the other Party of other individuals or change the individuals.

11.2 Notices

All notices of any type hereunder ("Notices") will be in writing and sent to the addresses indicated on the signature page and except as otherwise provided in these Terms and Conditions will be given by certified mail, a national courier or by hand delivery. Notices will be considered to have been given or received on the date the notice is physically received. Any party by giving notice in the manner set forth herein (or by electronic mail) may unilaterally change the name of the person to whom notice is to be given or the address at which the notice is to be received, by sending Notice to the other party. Notices to Paymentus shall also be copied to the attention of the Legal Department at the Paymentus address.

11.3 Interpretation

It is the intent of the Parties that no portion of the Agreement will be interpreted more harshly against either of the Parties as the drafter.

11.4 Governing Law

The Agreement will be governed by the laws of the state of Delaware, without giving effect to any principles of conflicts of law.

11.5 Severability

If a word, sentence or paragraph herein is declared illegal, unenforceable, or unconstitutional, that word, sentence or paragraph will be severed from the Agreement, and the Agreement will be read as if that word, sentence or paragraph did not exist.

11.6 Attorney's Fees

Should any litigation or other dispute requiring the involvement of attorneys arise between the Parties concerning the Agreement, the Parties agree to bear their own costs and attorney's fees.

11.7 Force Majeure

Each of the Party's will be excused from performing the Services or other non-monetary obligations to the extent such Party's performance is directly delayed, impaired or rendered impossible due to acts of God

or other events that are beyond such Party's reasonable control and without its fault or judgment, including without limitation, natural disasters, war, terrorist acts, riots, acts of a governmental entity (in a sovereign or contractual capacity), fire, storms, floods, labor strikes, labor walk-outs, pandemics or other wide-scale health crisis, quarantine and related restrictions, explosions, extra-ordinary loss of utilities (including telecommunications services), or external computer "hacker" attacks and/or delays of common carrier.

11.8 No Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations or liabilities on any person (including Users or customers of the parties) other than the parties or their respective successors and permitted assigns.

11.9 Entire Agreement

The Agreement represents the entire agreement between the Parties with respect to its subject matter and supersedes all prior written or oral agreements or understandings related to its subject matter and except as provided in the Agreement may be changed only by agreements in writing signed by the authorized representatives of the Parties. Paymentus may amend this Agreement as reasonably necessary to comply with laws, regulations or rules applicable to the Services provided under this Agreement.

11.9 Counterparts

The Agreement and any amendment or other document related to the Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement. The Agreement and any amendment or other document related to the Agreement may be signed electronically. A photographic or facsimile copy of the signature evidencing a party's execution of the Agreement will be effective as an original signature.



Schedule A – Paymentus Service Fee Schedule

The Paymentus Fee will be as specified below, and will be paid by the Client (“Absorbed Fee”) or User (“User Fee”) based on the identified Fee Model.

Channels	Payment Methods	Paymentus Fee	Fee Model
Instant Payment Network™ (“IPN”)	All payment channels and methods offered under IPN such as PayPal, Venmo, PayPal Credit, Secure PDF Push, Chatbot, Advanced Notification Service (ECM), Text 2 Pay, Voice Assistants, Mobile Apps and others as offered by Paymentus.	\$1.80 per transaction	User Fee
Direct Payments (Web, IVR, Scheduled)	Credit, Debit Cards ACH/eChecks	\$1.80 per transaction \$0.45 per transaction	User Fee
Enterprise Communication Messaging (“ECM”) Outbound Messaging (SMS, Email, IVR)	Up to 2,000 monthly messages (IVR, Email & SMS) per month: No Charge In excess of 2,000 per month: <ul style="list-style-type: none">• \$0.15 per IVR message• \$0.05 per Email message• \$0.15 per SMS Outbound Message		Absorbed Fee

Average Bill Amount	Maximum Payment Amount	Chargeback and Returned Check Fee
\$150.00	\$5,000	\$9.95

Multiple payments may be made. Paymentus may apply different limits per transactions for user adoption or to mitigate risk.



Agenda Item

City Council

Item #: 3.4.

4/9/2024

File #: 24-0242

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Susan Galvan, Assistant City Manager

1. SUBJECT

Three-year agreement with Insight Enterprises, Inc. for Microsoft Enterprise software licenses for all City computers and servers.

2. SUMMARY

The three-year Microsoft Enterprise Agreement expired on February 29, 2024. The City's Information Technology network utilizes Microsoft products such as Windows 10/11, Exchange for e-mail, MS SQL Server for databases, Office for productivity, and software for various Windows servers. This agreement will renew the City's Enterprise Agreement with Microsoft for three additional years for a total amount of \$1,328,378 (\$442,793 annually).

3. RECOMMENDED ACTION

Approve the three-year agreement with Insight Enterprises, Inc. for a total amount of \$1,328,378 (\$442,793 annually) for Microsoft software licensing; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this agreement is \$1,328,378 over the three-year term and will be funded through:

780.1601.53915.00000 IT Maintenance Annual Software License & Maintenance

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

6. DISCUSSION AND BACKGROUND

At the City Council meeting on March 12, 2024, the Council gave direction to pursue a one-year agreement with Microsoft in order to allow time for the IT department to perform a deep analysis of its Microsoft licensing quantities. Subsequent to that meeting we have learned that Microsoft does not offer an enterprise agreement for less than three years, nor would we be able to take advantage of the cooperative agreement pricing with the County of Riverside. The enterprise agreement does however, allow us to "true up" or "true down" our license numbers on the anniversary of our agreement date, which will allow us to monitor our usage and make adjustments if necessary.

The IT department has therefore reviewed and analyzed its licensing numbers again and has come

up with 933 licenses (an annual savings of \$6,511) that must be procured in order to continue to maintain operations as they are. The current agreement expired on February 29, 2024, and we are operating under a grace period which will end on May 27, 2024 at which point our Microsoft tenant and data will be removed.

The City makes extensive use of Microsoft software and services to conduct city business. The City uses all of the Microsoft Office Productivity Suite (Word, Excel, PowerPoint, Access, Project, Visio, Teams, Outlook, etc.), Microsoft Exchange for email, SQL Server for relational database management, server operating systems for over 140 servers, desktop operating systems for 862 desktops/laptops, and Azure cloud-based infrastructure (servers, storage, and networking).

For a city the size of Orange, the best strategy for procuring Microsoft licensing is through an Enterprise Agreement which covers all city users and devices and allows for more efficient distribution of products and services. In addition, all upgrades are included for the duration of the agreement and IT staff will have access to Microsoft technical support for any software or service incidents.

The Microsoft Enterprise Licensing Agreement negotiated by the County of Riverside (Riverside County Cooperative agreement: PSA-0001526/RIVCO-2020-RFQ-0000048), as a result of their solicitation process has been used by more than 900 organizations in the State of California. This program allows cities like Orange to purchase at the same price point as the County of Riverside. Insight Enterprises, Inc. (Insight) provided a cooperative agreement quote (County of Riverside Microsoft contract) for \$1,328,378 over the three-year term.

This proposed agreement will provide Microsoft software licensing through February 28, 2027 at a cost increase of 27% over the current agreement. Much of the increase from the prior three-year agreement can be attributed to the City's growth in license use, including an additional 100 Microsoft 365 licenses, additional server licensing, in addition to annualized cost increases.

Staff is recommending the City obtain the renewed Microsoft Enterprise Agreement from Insight for a three-year term for a total of \$1,328,378. The agreement is payable in three annual installments of \$442,793. Funding is currently available in the IT operating budget for the first installment. Future installments will be budgeted as part of the annual budget process.

We anticipate that this agreement will increase in the next fiscal year as we intend to add several new servers and SQL Server licensing costs when replacing our video surveillance platform. This inevitable increase has been budgeted for in the next fiscal year.

7. ATTACHMENTS

- Agreement with Microsoft
- Quote from Insight Public Sector



Agenda Item

City Council

Item #: 3.4.

4/9/2024

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THRU: Tom Kisela, City Manager

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7. ATTACHMENTS

- Agreement with Microsoft
- Quote from Insight Public Sector

Program Signature Form

MBA/MBSA number

Agreement number

8084445

7-36LNNZWOY2

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10636
Enterprise Amendment	M97 (New)
Product Selection Form	2642836.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Orange
Signature*
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

72801354

Framework ID
(if applicable)

Previous Enrollment number
(Reseller to complete)

72612658

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (6) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) Late true-up order. If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. Step-up Licenses. For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. Clerical errors. Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. Verifying compliance. Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

a. Price Levels. For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. Setting Prices. Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and the following Affiliate(s):

Unless specifically identified above, all Affiliates of Customer, either existing at the execution of this Enrollment or created or acquired after the execution of this Enrollment, will be excluded from the Enterprise. To request that an additional Affiliate be included in Customer's Enterprise, Customer must identify an Affiliate to Microsoft in writing and provide any required documentation. Microsoft will reasonably review requests under this paragraph and may approve the inclusion of an Affiliate in Customer's Enterprise in its sole discretion.

1. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Orange

Contact name: First* Steven **Middle** **Last*** Scardina

Contact email address* sscardina@cityoforange.org

Street address* 300 East Chapman Ave

City* Orange

State* CA

Postal code* 92866-1508 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 2135551212

Tax ID

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

☐ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Steven **Middle** **Last*** Scardina

Contact email address* sscardina@cityoforange.org

Street address* 300 East Chapman Ave

City* Orange

State* CA

Postal code* 92866-1508 -

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 2135551212

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Steven **Middle** **Last*** Scardina

Contact email address* sscardina@cityoforange.org

Phone* 2135551212

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.

Street address (PO boxes will not be accepted)* 2701 E. Insight Way

City* Chandler

State* AZ

Postal code* 85286-1930

Country* United States

Contact name* Software *Contract Support

Phone* 800-624-0503

Contact email address* contractsupport@insight.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*

Printed name*

Printed title*

Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

- (i) Additional notices contact
- (ii) Software Assurance manager
- (iii) Subscriptions manager
- (iv) Customer Support Manager (CSM) contact

1. *Financing elections.*

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Orange

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	72612658	X	X

Amendment to Contract Documents

Enrollment Number

7-36LNNZWOY2

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	933	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	933

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2642836.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	933	933	1.0	User Licenses

Products	Enterprise Quantity
Microsoft 365 Enterprise	
M365 G3 GCC USL Unified	933

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	933	933	933	933

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
---	-------------

2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



City of Orange

Quotation: 0224-City of Orange_Orange_Renewal-MSEA-SI
Date: February 8, 2024
Enrollment: 72612658
Contract: PSA-0001526/RIVCO-2020-RFQ-0000048

Insight Team
Chapman, Catherine
503.320.0860

<http://www.insight.com/azureterms>

Customer understands and acknowledges that it is obtaining the software Products directly from Microsoft Corporation and that Insight provides no warranty to Customer covering the Products purchased hereunder. All warranties relating to such Products are granted solely by Microsoft Corporation.



City of Orange

Quotation: 0224-City of Orange_Orange_Renewal-MSEA-SI
 Date: February 8, 2024
 Enrollment: 72612658
 Contract: PSA-0001526/RIVCO-2020-RFQ-0000048

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Unit Price	Extended Price
Additional Products								
9GS-00495	CIS Suite Datacenter Core ALnq LSA 2L	D	Added at Signing	Servers	License/Software Assurance Pac	80	\$ 386.03	\$ 30,882.40
9GS-00135	CIS Suite Datacenter Core ALnq SA 2L	D	Added at Signing	Servers	Software Assurance	64	\$ 165.39	\$ 10,584.96
9GA-00313	CIS Suite Standard Core ALnq SA 2L	D	Added at Signing	Servers	Software Assurance	64	\$ 35.42	\$ 2,266.88
076-01912	Project Standard ALnq SA	D	Added at Signing	Applications	Software Assurance	10	\$ 127.55	\$ 1,275.50
7NQ-00292	SQL Server Standard Core ALnq SA 2L	D	Added at Signing	Servers	Software Assurance	24	\$ 641.74	\$ 15,401.76
D87-01159	Visio Professional ALnq SA	D	Added at Signing	Applications	Software Assurance	5	\$ 109.41	\$ 547.05
QEK-00003	Visual Studio Pro with GitHub ALnq SA	D	Added at Signing	Applications	Software Assurance	1	\$ 305.64	\$ 305.64

Annual Total: \$ 61,264.19

Three Year Total: \$ 183,792.57



City of Orange

Quotation: 0224-City of Orange_Orange_Renewal-MSEA-SI
 Date: February 8, 2024
 Enrollment: 72612658
 Contract: PSA-0001526/RIVCO-2020-RFQ-0000048

Subscription Start Date: 3/1/2024
 Subscription End Date: 2/29/2027

Upfront: 12 Months

Part Number	Item Name	Level	Purchase Period	Pool	Product Type	Quantity	Term Price	Extended Price
Enterprise Products								
AAD-34704	M365 G3 Unified FUSL GCC Sub Per User	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLic	933	\$383.01	\$ 357,348.33
Additional Products								
J5U-00001	Azure prepayment - US Gov	D	Non-Specific	Servers	Monthly Subscriptions-VolumeLic	20	\$1,209.00	\$ 24,180.00
12 Month Total:							\$	381,528.33



Agenda Item

City Council

Item #: 3.5.

4/9/2024

File #: 24-0219

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Dan Adams, Chief of Police

1. SUBJECT

Second Amendment to Agreement with the County of Orange for a Lead Forensic Specialist during Fiscal Year 2024-2025.

2. SUMMARY

The Second Amendment with the County of Orange authorizes the continuation of services for a dedicated Lead Forensic Specialist to conduct fingerprint examinations in the amount of \$200,026 for Fiscal Year 2024-2025.

3. RECOMMENDED ACTION

Approve the Second Amendment to Agreement No. 6447.4 with the County of Orange for a Lead Forensic Specialist in the amount of \$200,026; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this amendment is \$200,026 and will be funded upon adoption of the proposed Fiscal Year 2024-2025 budget through:

100.4034.51780.00000 General Fund Other Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

6. DISCUSSION AND BACKGROUND

Prior to 2019, the Police Department held a fully funded Forensic Services Specialist position that was vacant for many years due to lack of qualified candidates. The Forensic Services Specialist position provided vital services to the department and required a unique skill set and qualifications that were not easily attained. During this time, the department relied on the assistance of the Orange County Sheriff's Department (OCSD); however, this process resulted in a delay in processing evidence that caused a backlog of fingerprint analysis.

In January 2017, the Police Department transitioned from a "first-come, first-serve" basis with the OCSD to a contractual service agreement that assigned a dedicated fingerprint examiner to Orange

Police Department (OPD) casework. The department mitigated the cost of services by holding the department's Forensic Services Specialist position vacant, and ultimately eliminated the position in July 2019.

The services OCSD provides to OPD are immeasurable. The contract specifies one Lead Forensic Specialist; however, OCSD has far exceeded the agency's expectations and has provided, on numerous occasions, additional staff to oversee critical incidents.

The term of the original agreement spans three years, commencing July 1, 2022, and terminating June 30, 2025. The agreement requires City Council to authorize cost increases each fiscal year, for years two and three, to continue with the agreement. If the cost increases are not approved in the subsequent fiscal years, the contract can be terminated. The cost breakdown is provided below.

<u>Contract</u>	<u>Fiscal Year</u>	<u>Cost of Service</u>	<u>Annual Change</u>
Year One	2022 - 2023	\$198,614	
Year Two	2023 - 2024	\$191,257	(\$7,357) 3.7% Decrease
Year Three	2024 - 2025	\$200,026	\$8,769 4.59% Increase

Annual costs are calculated by the County and include the full anticipated cost of services, equipment, and supplies in accordance with current OCSD cost data.

Based on their high level of service and positive results, the department is requesting the continuation of services in the amount of \$200,026 for Fiscal Year 2024-2025.

7. ATTACHMENTS

- Second Amendment Agreement with the County of Orange



Agenda Item

City Council

Item #: 3.5.

4/9/2024

File #: 24-0219

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Dan Adams, Chief of Police

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2. SUMMARY

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The expense for this amendment is \$200,026 and will be funded upon adoption of the proposed Fiscal Year 2024-2025 budget through:

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<u>Contract</u>	<u>Fiscal Year</u>	<u>Cost of Service</u>	<u>Annual Change</u>
Year One	2022 - 2023	\$198,614	
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Year Three	2024 - 2025	\$200,026	\$8,769 4.59% Increase

Annual costs are calculated by the County and include the full anticipated cost of services, equipment, and supplies in accordance with current OCSD cost data.

Based on their high level of service and positive results, the department is requesting the continuation of services in the amount of \$200,026 for Fiscal Year 2024-2025.

7. ATTACHMENTS

- Second Amendment Agreement with the County of Orange

SECOND AMENDMENT TO AGREEMENT
BETWEEN THE
CITY OF ORANGE
AND THE
COUNTY OF ORANGE

THIS SECOND AMENDMENT TO AGREEMENT is entered into this First day of April, 2024, which date is enumerated for purposes of reference only, by and between the CITY OF ORANGE, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY" to amend, effective July 1, 2024, that certain Agreement between the parties commencing July 1, 2022, hereinafter referred to as "Agreement".

1. For the period of July 1, 2024 through June 30, 2025 Subsections E-2 and E-3 of the Agreement are amended to read as follows:

"E-2. The cost of regular services, equipment and supplies provided by COUNTY for the period from July 1, 2024 through June 30, 2025 shall be as follows:

SERVICE

COST OF SERVICE

Personnel Costs:

- One (1) Lead Forensic Specialist \$ 200,026

TOTAL COST

\$ 200,026

E-3. COUNTY shall invoice CITY monthly. During the period July 1, 2024 through June 30, 2025 said invoices will require payment by City of one-twelfth (1/12) of the cost for services referenced in paragraph E-2 of this Agreement."

2. All other provisions of the Agreement, to the extent that they are not in conflict with this SECOND AMENDMENT TO AGREEMENT, remain unchanged.

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IN WITNESS WHEREOF, the parties have executed the SECOND AMENDMENT TO AGREEMENT in the County of Orange, State of California.

DATED: _____
CITY OF ORANGE

ATTEST: _____
City Clerk

BY: _____
Mayor

APPROVED AS TO FORM:

BY: _____
City Attorney

DATED: _____

COUNTY OF ORANGE

BY: _____
SHERIFF-CORONER



Agenda Item

City Council

Item #: 3.6.

4/9/2024

File #: 24-0220

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

License Agreement with Lestonnac Free Clinic, a California nonprofit corporation, for the right to use the southwest quadrant of a City-owned lot located at 164 S. Water Street for parking service vehicles.

2. SUMMARY

Proposal to enter into a Revocable Parking License Agreement with Lestonnac Free Clinic, granting the nonprofit organization the right to use of the southwest quadrant of City-owned lot located at 164 S. Water Street for parking service vehicles.

3. RECOMMENDED ACTION

Approve the license agreement with Lestonnac Free Clinic, for the use of the southwest quadrant of the City-owned lot located at 164 S. Water Street for parking service vehicles; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The Lestonnac Free Clinic (Lestonnac) is seeking permission from the City of Orange to park its service vehicles in a specified area of a City-owned lot, located at 164 S. Water Street. Lestonnac will be undertaking improvements at their facility at 1215 E. Chapman Avenue and will need to relocate their service vehicles temporarily. The City is willing to grant such permission under the terms of a Revocable Parking License Agreement ("Agreement"), ensuring the parking area is used exclusively for parking or storage of automobiles related to Lestonnac's service operations. Lestonnac will accept the parking lot in its current condition and assumes all responsibilities for its upkeep, security, and any required repairs during the term of the Agreement. This arrangement allows Lestonnac to

efficiently manage its service vehicles while ensuring that the City retains full control and ownership of the parking lot.

The Agreement is effective for one year, with the possibility of up to five one-year extensions. The City also has the right to revoke and terminate the Agreement with or without cause by written notice. Moreover, the Agreement outlines several key terms, including the assumption of risk by Lestonnac, insurance requirements, the rights of the City to enter and inspect the parking lot, and indemnifies the City against any claims arising from the use of the parking lot.

7. ATTACHMENTS

- License Agreement with Lestonnac Free Clinic, a California nonprofit corporation



Agenda Item

City Council

Item #: 3.6.

4/9/2024

File #: 24-0220

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

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License Agreement with Lestonnac Free Clinic, a California nonprofit corporation, for the right to use the southwest quadrant of a City-owned lot located at 164 S. Water Street for parking service vehicles.

2. SUMMARY

Proposal to enter into a Revocable Parking License Agreement with Lestonnac Free Clinic, granting the nonprofit organization the right to use of the southwest quadrant of City-owned lot located at 164 S. Water Street for parking service vehicles.

3. RECOMMENDED ACTION

Approve the license agreement with Lestonnac Free Clinic, for the use of the southwest quadrant of the City-owned lot located at 164 S. Water Street for parking service vehicles; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 2: Be a fiscally healthy community

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The Lestonnac Free Clinic (Lestonnac) is seeking permission from the City of Orange to park its service vehicles in a specified area of a City-owned lot, located at 164 S. Water Street. Lestonnac will be undertaking improvements at their facility at 1215 E. Chapman Avenue and will need to relocate their service vehicles temporarily. The City is willing to grant such permission under the terms of a Revocable Parking License Agreement ("Agreement"), ensuring the parking area is used exclusively for parking or storage of automobiles related to Lestonnac's service operations. Lestonnac will accept the parking lot in its current condition and assumes all responsibilities for its upkeep, security, and any required repairs during the term of the Agreement. This arrangement allows Lestonnac to

efficiently manage its service vehicles while ensuring that the City retains full control and ownership of the parking lot.

The Agreement is effective for one year, with the possibility of up to five one-year extensions. The City also has the right to revoke and terminate the Agreement with or without cause by written notice. Moreover, the Agreement outlines several key terms, including the assumption of risk by Lestonnac, insurance requirements, the rights of the City to enter and inspect the parking lot, and indemnifies the City against any claims arising from the use of the parking lot.

7. ATTACHMENTS

- License Agreement with Lestonnac Free Clinic, a California nonprofit corporation

REVOCABLE PARKING LICENSE AGREEMENT
[Lestonnac Free Clinic Parking]

THIS REVOCABLE PARKING LICENSE AGREEMENT (herein referred to as the "Agreement") is entered into this ____ day of _____, 2024, by and between the CITY OF ORANGE, a municipal corporation ("City"), and LESTONNAC FREE CLINIC, a California nonprofit corporation ("Licensee"), with reference to the following:

A. City owns or controls a public parking lot within the City of Orange, which is located at 164 S. Water Street, parcel APN 390-45-205;

B. Licensee desires to obtain permission from the City to park its service vehicles only in the southwest quadrant of parcel APN 390-45-205, specifically identified on the map attached hereto as Exhibit A, and referred to herein as the "Parking Lot";

C. The City is willing to grant such permission in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. **License.** The City hereby grants to Licensee a revocable parking license ("License") to enter upon, occupy and use only the Parking Lot identified on the map attached in Exhibit A for parking or storage of automobiles and for no other use or purpose.

2. **Term and Revocation.**

a. **Term.** This Agreement shall continue in effect for one (1) year from the effective date entered above.

b. **Extensions.** The City Manager or their designee shall have the discretion, but no obligation, to grant up to five (5) one-year extensions of the term.

c. **Termination.** The City has the right to revoke the License, and either Party may terminate this Agreement, with or without cause, by giving the other Party 30-day advance written notice.

d. **No Property Interest.** Licensee agrees and affirms that it holds no easement, nor any title, interest or estate in any portion of the Parking Lot. The use of any portion of the Parking Lot by Licensee shall neither create nor vest in Licensee any ownership or leasehold interest in real property. Fee title to the entire Parking Lot remains fully vested in the City.

e. **Waiver of Claims.** Licensee hereby releases, waives, and forever discharges the City from all claims of every nature whatsoever that arise out of the termination of this Agreement by City, whether such claim is based on breach of contract, business interference, inverse condemnation, or other theory.

3. Assumption of Risk.

a. Licensee accepts the Parking Lot in its present "AS IS" condition. Licensee shall be solely responsible, at its sole risk and expense, (i) to inspect, repair and maintain the Parking Lot and improvements; (ii) to provide security as necessary; and (iii) to keep the Parking Lot in a state of good and safe repair, and in a safe, clean and sanitary condition at all times.

b. Licensee shall exercise its privileges hereunder at its own risk and its own expense, assuming full responsibility for all risks incidental to the performance of this Agreement and the use of the Parking Lot and any improvements thereon.

4. Entry By City. City reserves and shall at any and all times have the right to enter the Parking Lot, inspect the same, to show said Parking Lot to prospective purchasers or tenants, to post notices of non responsibility, and to alter, improve, or repair the Parking Lot as City may deem necessary or desirable. Licensee waives any claim for damages for any injury or inconvenience to or interference, any loss of occupancy or quiet enjoyment of the Parking Lot, and any other loss which may occur.

5. Licensee's Responsibilities. Licensee's rights under this Agreement are and shall be subject to, and Licensee shall comply with and cause its employees, agents and anyone entering under this Agreement on behalf of Licensee (herein referred to as the "Licensee's Representatives"), to comply with, the following:

a. Compliance with the Law. Each person entering the Parking Lot under this Agreement shall comply with all applicable laws, ordinances and regulations.

b. Damage to City Property. Licensee shall be liable for and shall pay to the City the cost of any damage of any kind whatsoever to any property of the City, including loss of use thereof, arising from or in any way related to (i) the acts or omissions of Licensee or Licensee's Representatives; (ii) or any breach by Licensee of any of its obligations under this Agreement.

c. Third Party Property Damage or Personal Injury. The City and the "Indemnitees" (described below) shall not be liable for any damage of any kind whatsoever to any property belonging to or used by Licensee or any persons entering upon a Parking Lot under this Agreement, including loss of use of any such property, or for any injury of any kind whatsoever to any person entering the Parking Lot under this Agreement, arising from any cause whatsoever, and Licensee hereby waives all claims and demands relating thereto.

d. Indemnification. Licensee hereby agrees to save harmless and indemnify the City, its officers, employees, agents, volunteers and representatives, and its successors and assigns (collectively referred to as "Indemnitees"), from and against any claim, loss, damage, cause of action, expense and/or liability (collectively "Claims") arising from or growing out of loss or damage to property, including the City's own property, or injury to or death of persons, including employees of the City resulting in any manner whatsoever, directly or indirectly, by reason of this License or the use of the Parking Lot by Licensee or any person claiming under it.

e. Insurance. Prior to any entry under this Agreement into the Parking Lot by

Licensee, the Licensee shall obtain the types and levels of insurance specified below with insurance carriers acceptable to the City.

(1) As evidence of insurance coverage, Licensee shall deliver to the City certificates of insurance issued by a Licensee's insurance carrier showing such policies in force for the period of the entry, and an endorsement to the Commercial General Liability Insurance policy, in form acceptable to the City, naming the City and its respective officers, employees, agents, volunteers and representatives as additional insureds.

(2) The insurance policies maintained by Licensee shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy.

(3) Each certificate of insurance shall provide that such policy shall not be subject to cancellation or non-renewal without at least ten (10) days' prior written notice delivered to the City. The City shall not be responsible for any costs of premiums or other charges for any insurance, endorsements or certificates required hereunder.

(4) The required coverages are:

(a) Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence" basis, with deductibles reasonably acceptable to the City's risk manager, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000), or limits carried, whichever is greater. The limits of liability specified in this section may be provided by any combination of primary and excess liability insurance policies.

(b) Automobile Insurance. Automobile Insurance on an "occurrence" basis, with deductibles reasonably acceptable to the City's risk manager, with a combined single limit for bodily injury and property damage of One Million Dollars (\$1,000,000), or limits carried, whichever is greater. Coverage shall be applicable to all owned, hired or non-owned vehicles placed, parked or used by and under the control of Licensee. The limits of liability specified in this section may be provided by any combination of primary and excess liability insurance policies.

6. Waiver. Failure on the part of either party to enforce any provision of this Agreement may not be construed as a waiver of the right to later compel enforcement of that provision, or any other provision.

7. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

8. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice

address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission:

“LICENSEE”

Lestonnac Free Clinic
1215 E. Chapman Ave.
Orange, CA 92866
Attn: Edward Gerber

Telephone: (714) 583-6431
E-Mail: arodriguez@lestonnacfreeclinic.org

“CITY”

City of Orange
300 E. Chapman Ave.
Orange, CA 92866
Attn: City Manager

Telephone: (714) 744-2222
Email: cminfo@cityoforange.org

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter. There are no representations, agreements, or understandings, whether oral or written, between the parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. This Agreement is deemed to be equally drafted by both parties.

10. Modification. This Agreement may only be modified by a writing signed by both parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the Parties have entered into this Agreement as of the year and day first above written.

“LICENSEE”

LESTONNAC FREE CLINIC, a California
nonprofit corporation

By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

√ NA

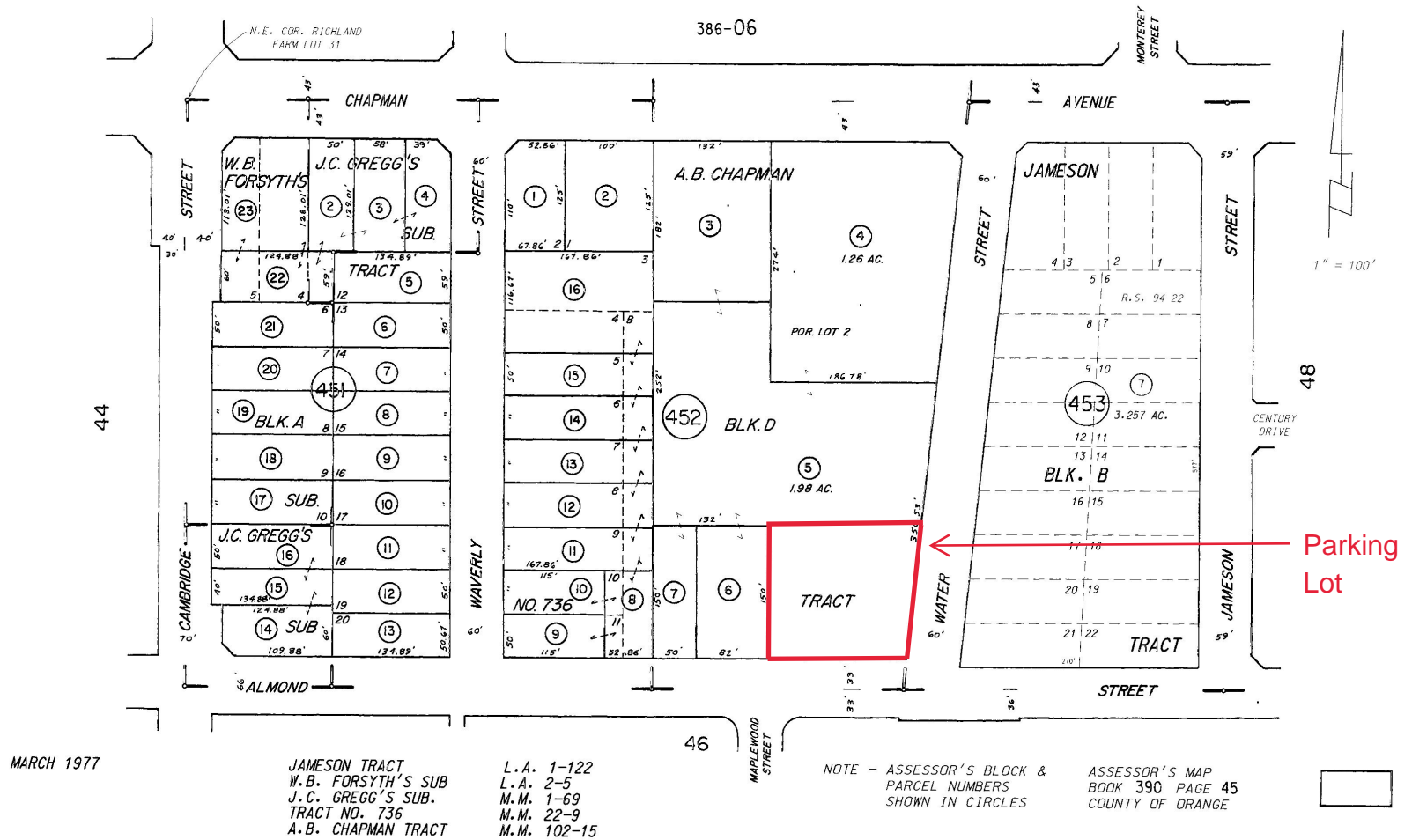
EXHIBIT "A"

**MAP GENERALLY DEPICTING REVOCABLE
PARKING LICENSE AREA**

[Behind this sheet.]

THIS MAP WAS PREPARED FOR ORANGE
COUNTY ASSESSOR DEPT. PURPOSES ONLY.
THE ASSESSOR MAKES NO GUARANTEE AS TO
ITS ACCURACY NOR ASSUMES ANY LIABILITY
FOR OTHER USES. NOT TO BE REPRODUCED.
ALL RIGHTS RESERVED.
© COPYRIGHT ORANGE COUNTY ASSESSOR 2008

390-45





Agenda Item

City Council

Item #: 3.7.

4/9/2024

File #: 24-0190

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Leslie Hardy, Community Services Director

1. SUBJECT

Appropriation of \$55,000 in unreserved General Fund balance to address and treat mold growth at the Sports Center at Grijalva Park.

2. SUMMARY

Mold was recently discovered inside the Sports Center at Grijalva Park presenting a potential health and safety concern if not remediated in a timely manner. The mold was found behind the drywall due to moisture accumulation and has damaged the drywall and adjacent furniture. The appropriation request of \$55,000 will cover the cost of mold remediation, moisture detection and repair, drywall removal and installation, baseboard replacement, painting, and furniture replacement.

3. RECOMMENDED ACTION

Authorize the appropriation of \$55,000 of unreserved General Funds to:

100.7022.51401	Repairs to Buildings & Fixed Equipment	\$47,000
100.7014.51780	Other Contractual Services	\$8,000

4. FISCAL IMPACT

The expense for this repair is \$55,000 and will be funded through the General Fund:

100.7022.51401	Repairs to Buildings & Fixed Equipment	\$47,000
100.7014.51780	Other Contractual Services	\$8,000

Upon approval of this appropriation, the estimated unreserved General Fund balance at June 30, 2024 will be (\$2,405,495).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community.

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 2: Be a fiscally healthy community.

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The Sports Center at Grijalva Park is used by the public on a regular basis for contract classes, open

gym pickleball and basketball, youth and adult sports leagues, and community meetings.

Recently, mold was discovered growing on the drywall in the main interior hallway, between the wall and the furniture lining the hallway. A mold spore test was conducted to confirm there was no immediate health hazard and the test results showed zero concerning mold spores.

Staff then took measures to remove the visible mold and discard the damaged furniture. However, the mold grew back, indicating that the source of the mold is moisture behind the existing drywall and further measures to remediate the mold would need to be taken.

Staff contacted a mold remediation company to remove the drywall and professionally clean the mold from all contaminated surfaces. Following this step, staff will search for the source of the moisture. It may be necessary to hire a professional leak detection service to locate the source of the leak. Once identified, staff will repair the leak and hire a professional drywaller to replace the removed drywall. Finally, the repaired wall will be painted, new baseboards will be installed, and the damaged furniture will be replaced. A breakdown of anticipated expenditures is outlined below:

Service	Estimated Expense
Mold Remediation	\$14,000
Leak Detection	\$3,000
Leak Repair	\$6,000
Drywall Installation	\$15,000
Painting	\$6,000
Baseboard installation	\$3,000
Furniture Replacement	\$8,000
Total	\$55,000

The repair, inclusive of all elements herein described, has an anticipated expense of \$55,000. Staff is requesting an appropriation of this amount from the unrestricted General Fund balance to cover the cost of this expense, as Community Services currently is not budgeted for this large expense. Any unused funding will be released back to the fund balance.

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.7.

4/9/2024

File #: 24-0190

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Leslie Hardy, Community Services Director

1. SUBJECT

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2. SUMMARY

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100.7022.51401	Repairs to Buildings & Fixed Equipment	\$47,000
100.7014.51780	Other Contractual Services	\$8,000

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100.7022.51401	Repairs to Buildings & Fixed Equipment	\$47,000
100.7014.51780	Other Contractual Services	\$8,000

Upon approval of this appropriation, the estimated unreserved General Fund balance at June 30, 2024 will be (\$2,405,495).

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community.

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 2: Be a fiscally healthy community.

d: Effectively manage and develop City assets.

6. DISCUSSION AND BACKGROUND

The Sports Center at Grijalva Park is used by the public on a regular basis for contract classes, open

gym pickleball and basketball, youth and adult sports leagues, and community meetings.

Recently, mold was discovered growing on the drywall in the main interior hallway, between the wall and the furniture lining the hallway. A mold spore test was conducted to confirm there was no immediate health hazard and the test results showed zero concerning mold spores.

Staff then took measures to remove the visible mold and discard the damaged furniture. However, the mold grew back, indicating that the source of the mold is moisture behind the existing drywall and further measures to remediate the mold would need to be taken.

Staff contacted a mold remediation company to remove the drywall and professionally clean the mold from all contaminated surfaces. Following this step, staff will search for the source of the moisture. It may be necessary to hire a professional leak detection service to locate the source of the leak. Once identified, staff will repair the leak and hire a professional drywaller to replace the removed drywall. Finally, the repaired wall will be painted, new baseboards will be installed, and the damaged furniture will be replaced. A breakdown of anticipated expenditures is outlined below:

Service	Estimated Expense
Mold Remediation	\$14,000
Leak Detection	\$3,000
Leak Repair	\$6,000
Drywall Installation	\$15,000
Painting	\$6,000
Baseboard installation	\$3,000
Furniture Replacement	\$8,000
Total	\$55,000

The repair, inclusive of all elements herein described, has an anticipated expense of \$55,000. Staff is requesting an appropriation of this amount from the unrestricted General Fund balance to cover the cost of this expense, as Community Services currently is not budgeted for this large expense. Any unused funding will be released back to the fund balance.

7. ATTACHMENTS

- None



Agenda Item

City Council

Item #: 3.8.

4/9/2024

File #: 24-0216

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Approval of plans and specifications for Annual Sewer Replacement and Maintenance, Fiscal Year 2023-2024; authorization to advertise for bids; and finding of CEQA exemption.

2. SUMMARY

Plans and specifications have been completed, and the project is ready to be advertised for bids. The total estimated construction cost, including contingencies and construction engineering (15%), is \$2,591,473.

3. RECOMMENDED ACTION

1. Approve the plans and specifications and authorize advertising for Bid No. 23-24.35, Annual Sewer Replacement and Maintenance, FY 2023-24 (S-250).
2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

- b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The City of Orange prepared the Sewer Collection System Master Plan update in 2012 as a planning tool to mitigate potential cumulative impacts to the sewer collection system from the City's 2010 General Plan. The Sewer Master Plan (SMP) identifies projects that replace the aging sewer infrastructure, pipes that are structurally deficient, and pipeline capacity enhancements. In addition to the SMP, the Public Works Engineering Division coordinates with the Public Works Field Services Division to ensure that field observations of the sewer hotspots and localized failures are identified and addressed as part of the Capital Improvement Program. The identified locations are either structurally deficient sewer mains or locations that require a higher than normal level of maintenance

for several reasons but generally due to offset joints, tree roots, broken sections, or being undersized.

Public Works will be replacing approximately 4,200 linear feet of existing six-inch sewer pipe with eight-inch pipe, replacement of 970 linear feet of six-inch sewer pipe with ten-inch pipe, rehabilitation of 600 linear feet of six-inch pipe with cure-in-place pipe liner and corresponding manhole re-modeling/replacement. Additionally, the scope of work would also include reconnecting all impacted service lateral.

Additionally, the City of Orange has identified a portion of the street along Meadowridge Road and Westridge Drive to have water run-off issues due to underground water drainage. This causes both algae to build up and damage to street pavement. Therefore, staff recommends the installation of an underground eight-inch storm drain line that is approximately 670 linear feet, along with two catch basins to mitigate run-off problems associated with the constant water flow.

Public Works has prepared plans and specifications to fix these issues and is ready to advertise for bids. The total estimated construction cost, including 15% for contingencies and construction engineering, is \$2,591,473. This project will be funded entirely out of the Sanitation Fund. Construction is scheduled to begin in June 2024 and is expected to be completed within 120 calendar days.

Specifications and cost estimates are available for review in the Public Works Department.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 "Existing Facilities" Class 1 because the project involves the repair and maintenance of existing facilities with no expansion of existing use.

8. ATTACHMENTS

- Location Map



Agenda Item

City Council

Item #: 3.8.

4/9/2024

File #: 24-0216

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

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2. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 (Class 1(c) - Existing Facilities).

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- b: Provide and maintain infrastructure necessary to ensure the safety of the public.

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- b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The City of Orange prepared the Sewer Collection System Master Plan update in 2012 as a planning tool to mitigate potential cumulative impacts to the sewer collection system from the City's 2010 General Plan. The Sewer Master Plan (SMP) identifies projects that replace the aging sewer infrastructure, pipes that are structurally deficient, and pipeline capacity enhancements. In addition to the SMP, the Public Works Engineering Division coordinates with the Public Works Field Services Division to ensure that field observations of the sewer hotspots and localized failures are identified and addressed as part of the Capital Improvement Program. The identified locations are either structurally deficient sewer mains or locations that require a higher than normal level of maintenance

for several reasons but generally due to offset joints, tree roots, broken sections, or being undersized.

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Additionally, the City of Orange has identified a portion of the street along Meadowridge Road and Westridge Drive to have water run-off issues due to underground water drainage. This causes both algae to build up and damage to street pavement. Therefore, staff recommends the installation of an underground eight-inch storm drain line that is approximately 670 linear feet, along with two catch basins to mitigate run-off problems associated with the constant water flow.

Public Works has prepared plans and specifications to fix these issues and is ready to advertise for bids. The total estimated construction cost, including 15% for contingencies and construction engineering, is \$2,591,473. This project will be funded entirely out of the Sanitation Fund. Construction is scheduled to begin in June 2024 and is expected to be completed within 120 calendar days.

Specifications and cost estimates are available for review in the Public Works Department.

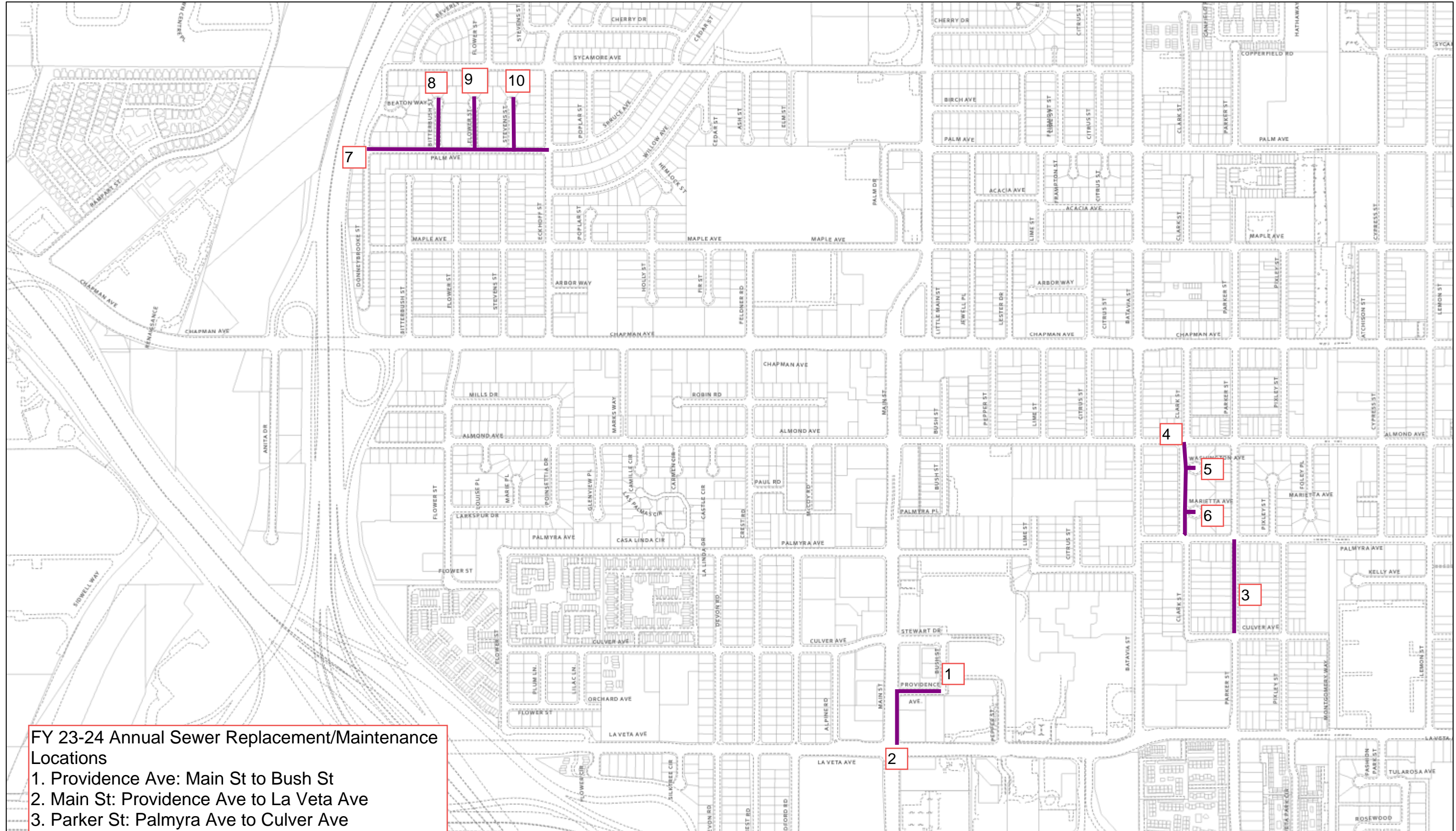
7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15301 "Existing Facilities" Class 1 because the project involves the repair and maintenance of existing facilities with no expansion of existing use.

8. ATTACHMENTS

- Location Map

Location Map



FY 23-24 Annual Sewer Replacement/Maintenance Locations

1. Providence Ave: Main St to Bush St
2. Main St: Providence Ave to La Veta Ave
3. Parker St: Palmyra Ave to Culver Ave
4. Clark St: Almond Ave to Palmyra Ave
5. Washington Ave: Clark St to Cul-de-sac
6. Marietta Ave: Clark St to Cul-de-sac
7. Palm Ave: Donneybrooke St to Eckhoff St
8. Bitterbush St: Palm Ave to Cul-de-sac
9. Flower St: Palm Ave to Cul-de-sac
10. Stevens St: Palm Ave to Cul-de-sac

Legend

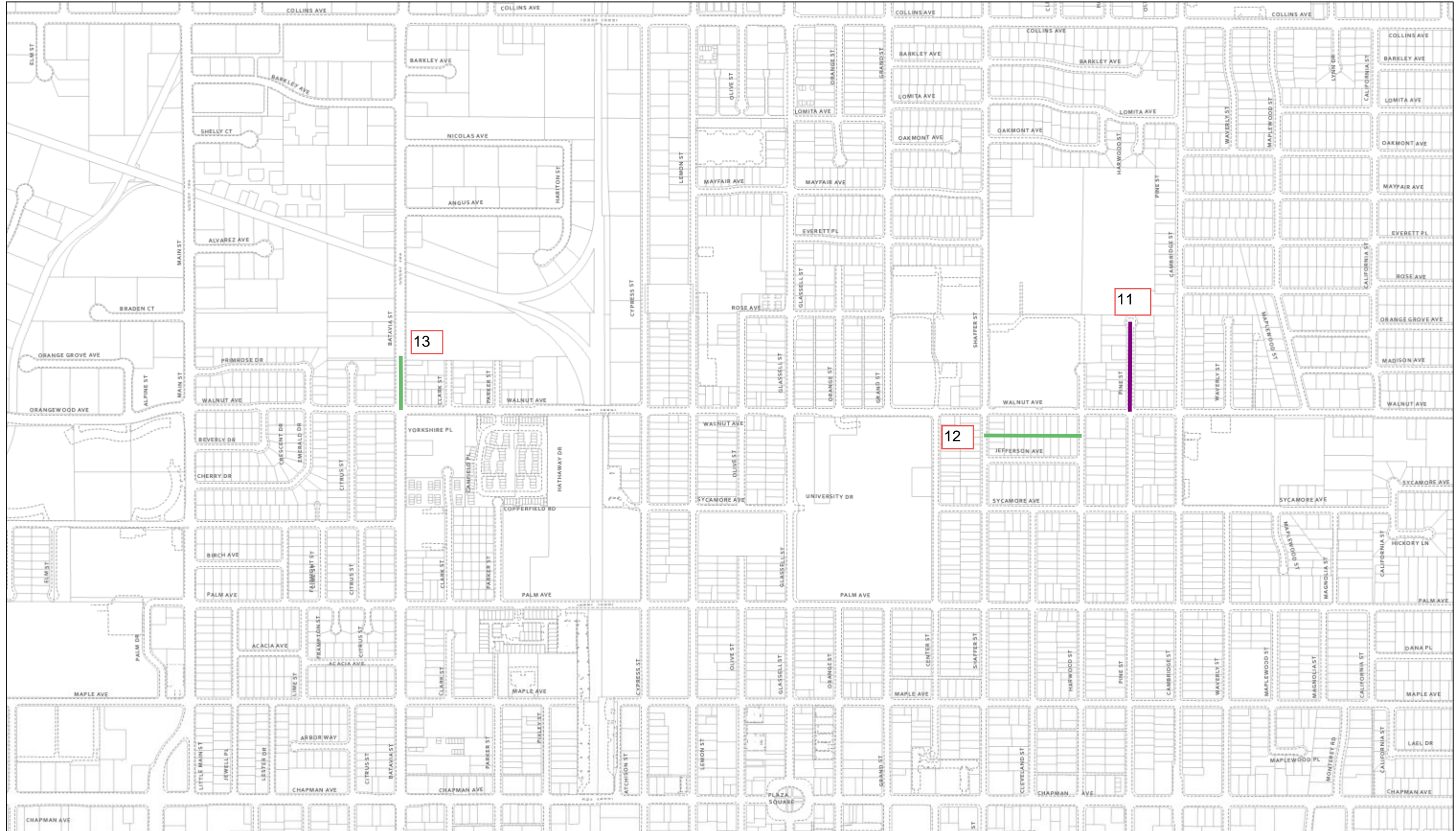
- Sewer Pipe Rehabilitation by Cure-in-Place Lining
- Sewer Pipe Full Replacement

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NOT TO SCALE

Location Map



FY 23-24 Annual Sewer Replacement/Maintenance Locations

- 11. Pine St: Walnut Ave to Cul-de-sac
- 12. Jefferson Ave: Shaffer St to Harwood St
- 13. Batavia St: Walnut Ave (MH 4131) to MH 4003

Legend

- Sewer Pipe Rehabilitation by Cure-in-Place Lining
- Sewer Pipe Full Replacement

0 0.05 0.1 0.2 0.3 0.4 mi

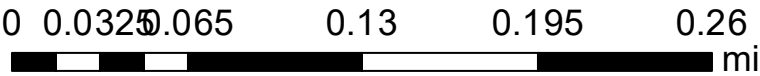


NOT TO SCALE

Location Map



3/21/2024, 11:22:22 AM



- FY 23-24 Annual Sewer Replacement/Maintenance Locations

 - 1. Westridge Drive: Meadowridge Road to 320' e/o Westridge Drive (Private Road)
 - 2. Meadowridge Road: Westridge Drive to 250' w/o Meadowridge Road



NOT TO SCALE



Agenda Item

City Council

Item #: 3.9.

4/9/2024

File #: 24-0177

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

First Amendment to the Contract with Ultimate Maintenance Services, Inc. for custodial services at various city facilities.

2. SUMMARY

The initial term of the contract was for three years ending on June 30, 2024. The original contract has two one-year extensions available at the discretion of the City Council. Staff is recommending the two extensions of the contract to fiscal year 2026 for an amount not to exceed \$527,340 per year.

3. RECOMMENDED ACTION

Approve the First Amendment with a two-year extension to the contract with Ultimate Maintenance Services, Inc. in the amount of \$1,054,680 for custodial services at various city facilities; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The annual expenditure for this contract is \$527,340 and will be funded through:

100.5028.51700.0000-General Fund-Contractual Services	\$33,216
100.5028.51422.0000-General Fund-Janitorial Services	<u>\$494,124</u>
Total:	\$527,340

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

This contract, RFP No. 20-21.42, provides custodial services for all city facilities, excluding parks. Ultimate Maintenance Services, Inc. has performed satisfactorily in accordance with the scope of work for the initial contract. Staff recommends the first and second extensions be authorized in an amount not to exceed \$527,340 per fiscal year, which includes a 2% Consumer Price Index increase

and a 10% contingency.

7. ATTACHMENTS

- First Amendment



Agenda Item

City Council

Item #: 3.9.

4/9/2024

File #: 24-0177

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

First Amendment to the Contract with Ultimate Maintenance Services, Inc. for custodial services at various city facilities.

2. SUMMARY

The initial term of the contract was for three years ending on June 30, 2024. The original contract has two one-year extensions available at the discretion of the City Council. Staff is recommending the two extensions of the contract to fiscal year 2026 for an amount not to exceed \$527,340 per year.

3. RECOMMENDED ACTION

Approve the First Amendment with a two-year extension to the contract with Ultimate Maintenance Services, Inc. in the amount of \$1,054,680 for custodial services at various city facilities; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The annual expenditure for this contract is \$527,340 and will be funded through:

100.5028.51700.0000-General Fund-Contractual Services	\$33,216
100.5028.51422.0000-General Fund-Janitorial Services	<u>\$494,124</u>
Total:	\$527,340

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

This contract, RFP No. 20-21.42, provides custodial services for all city facilities, excluding parks. Ultimate Maintenance Services, Inc. has performed satisfactorily in accordance with the scope of work for the initial contract. Staff recommends the first and second extensions be authorized in an amount not to exceed \$527,340 per fiscal year, which includes a 2% Consumer Price Index increase

and a 10% contingency.

7. ATTACHMENTS

- First Amendment

**FIRST AMENDMENT
TO
CUSTODIAL SERVICES CONTRACT
[Custodial Services for City Facilities (RFP No. 20-21.42)]**

THIS FIRST AMENDMENT TO CUSTODIAL SERVICES CONTRACT (the “First Amendment to Contract”) is made and entered into as of _____, 2024 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and ULTIMATE MAINTENANCE SERVICES, INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Custodial Services Contract (Agreement No. 7196) dated as of June 8, 2021, which is incorporated herein by this reference (the “Original Contract”); and

B. City and Contractor desire to modify, amend and supplement certain portions of the Original Contract by the two extensions to June 30, 2026 and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. **Cross-References.** City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Contract, as implemented by this First Amendment.

Section 3. **Term.** Pursuant to Article 2 of the Original Contract, the City hereby extends the Term of this Contract to reflect the Extension Terms, commencing on July 1, 2024 and terminating on June 30, 2026.

Section 4. **Compensation.** Article 3 of the Original Contract is hereby amended to increase an annual total not-to-exceed compensation for the services to be rendered by the following:

Year	Amendment	Total not to exceed
Year 4: 7/2024 through 6/2025	\$517,000	\$527,340
Year 5: 7/2025 through 6/2026	\$517,000	\$1,054,680

and Article 3 is hereby amended in their entirety to read as follows:

“c. The total amount of compensation under this Contract, including contingencies, shall not exceed TWO MILLION SEVEN HUNDRED FORTY-SIXTY THOUSAND SIX HUNDRED EIGHTY DOLLARS and 00/100 (\$2,746,680.00). The compensation for services performed under this First Amendment shall be paid as specified in Exhibit B”

Section 5. Insurance.

Article 12 of the Original Contract is hereby amended in its entirety to read as follows:

“a. Workers’ Compensation and Employer’s Liability. Contractor shall carry workers’ compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers’ compensation benefits under any City program. Contractor shall also maintain during the life of this Agreement employer’s liability insurance in the amount of Ten Million Dollars (\$10,000,000) per accident for bodily injury or disease.

b. General Liability. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Ten Million Dollars (\$10,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Automobile Liability. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of Two Million Dollars (\$2,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Agreement.

f. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

g. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which

shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

h. All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

i. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

j. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

k. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein."

Section 6. **Integration.** This First Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Contract, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

ULTIMATE MAINTENANCE
SERVICES, INC. a California corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- *If **CONTRACTOR** is a corporation, the City requires the following signature(s): (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√NA



Agenda Item

City Council

Item #: 3.10.

4/9/2024

File #: 24-0178

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

First Amendment to the Contract with West Coast Arborists, Inc. for citywide tree maintenance services.

2. SUMMARY

The city has a contract with West Coast Arborist, Inc. to provide creek maintenance along a portion of Santiago Creek. The contract is expiring on June 30, 2024. To address this, a First Amendment has been proposed to increase the citywide tree maintenance contract amount by \$82,500 annually.

3. RECOMMENDED ACTION

Approve the First Amendment with West Coast Arborist, Inc. in the amount of \$330,000 for the next four fiscal years for tree and vegetation maintenance along a portion of Santiago Creek; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The annual expenditure for this amendment is \$82,500 and will be funded through:

100.5025.51700.0000-General Fund Contractual Services

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

Since September 2020, the city has had a tree and vegetation maintenance contract with West Coast Arborists, Inc. (WCA) along Santiago Creek. The contract assists in managing tree and brush maintenance within the creek bed and along the creek embankments. This contract is set to expire on June 30, 2024.

The city has a separate agreement with WCA for an overall citywide tree maintenance contract that

began in 2023 for a five-year term. For economics of scale, WCA is honoring the 2020 pricing without any price increase. Staff recommends adding the Santiago Creek tree maintenance scope of work into the citywide tree maintenance contract. The annual cost is not to exceed \$82,500 per year with a total of \$330,000 until June 30, 2028.

7. ATTACHMENTS

- First Amendment



Agenda Item

City Council

Item #: 3.10.

4/9/2024

File #: 24-0178

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

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2. SUMMARY

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4. FISCAL IMPACT

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100.5025.51700.0000-General Fund Contractual Services

5. STRATEGIC PLAN GOALS

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6. DISCUSSION AND BACKGROUND

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The city has a separate agreement with WCA for an overall citywide tree maintenance contract that

began in 2023 for a five-year term. For economics of scale, WCA is honoring the 2020 pricing without any price increase. Staff recommends adding the Santiago Creek tree maintenance scope of work into the citywide tree maintenance contract. The annual cost is not to exceed \$82,500 per year with a total of \$330,000 until June 30, 2028.

7. ATTACHMENTS

- First Amendment

**FIRST AMENDMENT
TO
TREE MAINTENANCE SERVICES AGREEMENT
[Maintenance Services for Tree Maintenance Services (RFP No. 22-23.38)]**

THIS FIRST AMENDMENT TO TREE MAINTENANCE SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of _____, 2024 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and WEST COAST ARBORISTS, INC., a California corporation (“Contractor”), with reference to the following.

A. City and Contractor entered into a Tree Maintenance Services Agreement (Agreement No 7521) dated as of June 7, 2023, which is incorporated herein by this reference (the “Original Agreement”); and

B. City and Contractor desire to amend the Original Agreement to modify, amend and supplement certain portions of the Original Agreement by revising the Scope of Services and increasing the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. Defined Terms. Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Contract.

Section 2. Cross-References. City and Contractor agree that all references in this First Amendment are deemed and construed to refer to the Original Contract, as implemented by this First Amendment.

Section 3. Revised Scope of Services. The Scope of Services, Section 1, Exhibit A of the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit A attached hereto and incorporated herein by this reference.

Section 4. Compensation. Section 2 of the Original Agreement is hereby amended to increase an annual total not-to-exceed compensation for the services to be rendered by the following:

Year	Amendment	Total not to exceed
Year 2: 7/2024 through 6/2025	\$82,500	\$8,763,200
Year 3: 7/2025 through 6/2026	\$82,500	\$8,845,700
Year 4: 7/2026 through 6/2027	\$82,500	\$8,928,200
Year 5: 7/2027 through 6/2028	\$82,500	\$9,010,700

and Section 2 are hereby amended in their entirety to read as follows:

“c. The total amount of compensation under this Contract, including contingencies, shall not exceed NINE MILLION TEN THOUSAND SEVEN

HUNDRED DOLLARS (\$9,010,700.00). The compensation for services performed under this First Amendment shall be paid as specified in Exhibit B”

Section 5. **Indemnity.** Section 17 of the Original Agreement is hereby amended in its entirety to read as follows:

“**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. Reserved.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, shall prevail over any inconsistent terms or provisions, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

e. Contractor’s obligation to defend the Indemnitees is not contingent upon an acknowledgment of or determination of the merit of any claim, liability, demands, causes of action, suits, losses, expenses, errors, omissions and/or costs.

f. The indemnifications provided in this Agreement are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.

g. No aspect of this provision shall in any way limit or effect the rights of City against Contractor under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Contractor begins the work and shall extend to claims arising after this Agreement is performed or terminated, including as dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that a claim against City is determined by final judgment and after exhaustion of any rights of appeal. Further, no aspect of this provision shall impact City's rights to contribution from Contractor or from City to dispute Contractor's refusal to defend and indemnify City."

Section 6. **Integration.** This First Amendment amends, as set forth herein, the Original Contract and, except as specifically amended hereby, the Original Contract shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this First Amendment and the terms and provisions of the Original Contract, the terms and provisions of this First Amendment shall control and govern the rights and obligations of the parties.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Contract, the parties enter into this Contract on the year and day first above written.

“CONTRACTOR”

“CITY”

WEST COAST ARBORISTS, INC.,
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Daniel R. Slater, Mayor

By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

***NOTE:**
-- *If CONTRACTOR is a corporation, the City requires the following signature(s): (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

√NA

EXHIBIT “A”
SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



RFB 190-55

Proposal Date: 3/5/2024

Santiago Creek Tree and Brush Maintenance

West Coast Arborists, Inc. will provide tree and brush clearance per Scope of Work and Specifications for the amount listed below.

Term: Commencing March 1, 2023 and terminating on June 30, 2028
One available option: Commencing July 1, 2028 and terminating on June 30, 2031

Lump sum bid amount if project area is completed in its entirety (Zones 1-6)

Zones 1-6.	BID AMOUNT	<u>Eighty Two Thousand, Five Hundred</u>	<u>\$</u>	<u>82,500.00</u>
		WRITTEN FORM		

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

Zone 1.	BID AMOUNT	<u>Twenty Thousand, Six Hundred Twenty Five</u>	<u>\$</u>	<u>20,625.00</u>
		WRITTEN FORM		

Zone 2.	BID AMOUNT	<u>Twelve Thousand, Three Hundred Seventy Five</u>	<u>\$</u>	<u>12,375.00</u>
		WRITTEN FORM		

Zone 3.	BID AMOUNT	<u>Twelve Thousand, Three Hundred Seventy Five</u>	<u>\$</u>	<u>12,375.00</u>
		WRITTEN FORM		

Zone 4.	BID AMOUNT	<u>Sixteen Thousand, Five Hundred</u>	<u>\$</u>	<u>16,500.00</u>
		WRITTEN FORM		

Zone 5.	BID AMOUNT	<u>Eight Thousand, Two Hundred Fifty</u>	<u>\$</u>	<u>8,250.00</u>
		WRITTEN FORM		

Zone 6.	BID AMOUNT	<u>Twelve Thousand, Three Hundred Seventy Five</u>	<u>\$</u>	<u>12,375.00</u>
		WRITTEN FORM		

Hourly crew rate (in the event that additional work is needed):	<u>\$</u>	<u>96.00</u>	<u>Per Man Hour</u>
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Hourly rate for Biologist or ISA Certified Arborists (if needed):	<u>\$</u>	<u>175.00</u>	<u>Per Man Hour</u>
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List crew positions and equipment utilized by crew to complete work: Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimming (x2)

3.) Senior Tree Trimmer (Foreman) (x1) 4. Area Manager (x1) 5. Area Supervisor (x2)
Equipment: Aerial Tower (x2), Dump Truck (x1), Brush Chipper (x1), Pickup Truck (x1), Hand Tools



Agenda Item

City Council

Item #: 3.11.

4/9/2024

File #: 24-0210

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Sourcwell Contract to Horizons Construction Company International, Inc. for facility repairs, maintenance, and abatement; and finding of CEQA exemption.

2. SUMMARY

Award Horizons Construction Company International, Inc., a construction contract for facility repairs, maintenance, and abatement (SP-4286).

3. RECOMMENDED ACTION

1. Approve the contract with Horizons Construction Company International, Inc. for \$91,443, representing an original amount of \$79,516 plus a 15% contingency of \$11,927 for facility repairs, maintenance, and abatement; and authorize the Mayor and City Clerk to execute on behalf of the City.
2. Find that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) provisions per State CEQA Guidelines Section 15301 (Existing Facilities).

4. FISCAL IMPACT

The expense for this contract is \$91,443 and will be funded through the Capital Project Fund 500.5028.56020.19809.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 2: Be a fiscally healthy community

a: Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

The existing men's and women's restrooms at City Hall's Public Works and Community Development Building urgently need repair due to a cracked sewer pipe and leaking domestic water lines, exacerbating moisture-related concerns in the walls and basement. Immediate repairs are required to address functionality and the structural integrity of the domestic water and sewer piping, primarily focusing on replacing the deficient pipe to prolong the building's useful life. With the demolition and piping replacement, both restrooms require a complete refresh. In addition, a contaminated material report has concluded that there is lead in the tiles and asbestos in the existing flooring materials,

which will be mitigated as part of this project. The total repair cost, including a 15% contingency, is \$91,443.

To hire a skilled contractor to undertake these projects at a reasonable cost, Public Works staff contacted many vendors and utilized several procurement strategies. Staff worked with Gordian EzIQC's project coordinator to develop the project's scope of work using a Sourcewell contractor. The procurement method is a cooperative purchasing arrangement utilized by several government agencies to minimize costs and staff resource impacts. The City can access highly qualified specialty contractors and lower overall capital costs by using Sourcewell. Sourcewell offers competitive bids on construction tasks, specifications, materials, equipment, and labor costs. The City has used the cooperative agreements procurement process and is a member of Sourcewell.

Staff recommends Horizon Construction Company International, Inc. (Contract No. CA-R8-GB01-123021-HCC) for the project after thorough consideration. The proposed price has been reviewed, deemed fair and reasonable, and consistent with the established unit prices outlined in the contract with Sourcewell. The contractor has proposed \$61,893 for repairs and \$17,623 for abatement, amounting to \$79,516. The project team has recognized that unforeseen and additional exploratory work is needed to examine the entire city hall system and, subsequently, a phase two project. As a result, an additional 15% contingency of \$11,927 is added to the initial sum in anticipation of such contingencies and further exploratory work. These costs bring the total to \$91,443.

The project will commence in May and be completed within 60 days.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15301 (Class 1 - Existing Facilities) in that the project consists of repairs, maintenance, abatement, and improvement at existing public facilities and results in no expansion of use beyond that existing at the time of the City's determination.

8. ATTACHMENTS

- Contract with Horizons Construction Company International, Inc.



Agenda Item

City Council

Item #: 3.11.

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- Contract with Horizons Construction Company International, Inc.

CONTRACT

[Facility Repairs, Maintenance, and Abatement at City Hall Public Works and Community Development Buildings; Contract No. CA-R8-GB01-123021-HCC]

THIS CONTRACT (the "Contract") is made and entered into as of _____, 20__ ("Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC., a California corporation ("Contractor"), who agree as follows.

ARTICLE 1 Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the "Work") described in:

(1) The latest edition of the "City of Orange Standard Plans and Specifications" (the "Orange Book") with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(2) The "Standard Specifications for Public Works Construction" (the "Greenbook"), and all amendments thereto, except the definition of "Subcontractor" in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: "Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;"

(3) The "City of Orange Standard Special Provisions;"

(4) The Standard Plans; and

(5) Contractor's Bid Proposal, which is on file with City's Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City's Public Works Director and are hereby specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the "Plans and Specifications."

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City's exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City's Public Works Director, City's Assistant Field Services Manager, Matthew Lorenzen ("Authorized City Representative"), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor's performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City's Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City's Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor's Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (15) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of the Work within sixty (60) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed SEVENTY-NINE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS and 66/100 (\$79,516.66) as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided

below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of ELEVEN THOUSAND NINE HUNDRED TWENTY-SEVEN DOLLARS and 35/100 (\$11,927.35) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefor, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed NINETY-ONE THOUSAND FOUR HUNDRED FORTY-THREE DOLLARS and 01/100 (\$91,443.01).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the

date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar

as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

"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."

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as

defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|-----------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this |
|-----------------------|-------------|--|

project/location or the general aggregate limit shall be twice the required occurrence limit.

- (2) Automobile Liability \$1,000,000 per accident for bodily injury and property damage.
- (3) Workers' Compensation as required by the State of California.
- (4) Employer's Liability \$1,000,000 per accident for bodily injury or disease.

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City

before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at

Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a

material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

"CONTRACTOR"

Horizons Construction Company
International, Inc.
432 W. Meats Ave.
Orange, CA 92865

Attn: Kinan Kortash

Telephone: 714-626-0000
E-Mail: kinan@horizonscci.com

"CITY"

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Matthew Lorenzen

Telephone: 714-532-6488
E-Mail: mlorenzen@cityoforange.org

ARTICLE 19
Claim Resolution

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

ARTICLE 20
Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Mike Vigliotta, City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

HORIZONS CONSTRUCTION COMPANY
INTERNATIONAL, INC., a California
corporation

***[Note: Signature of Chairman of the
Board, President or Vice President is
required]***

By: _____
Printed Name: _____
Title: _____

***[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]***

By: _____
Printed Name: _____
Title: _____

√MMC

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
- (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



Agenda Item

City Council

Item #: 3.12.

4/9/2024

File #: 24-0225

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Award of Contract to Hardy & Harper, Inc. for Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024; Bid No. 23-24.28 (SP-4261).

2. SUMMARY

Bids for the Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024, were received and opened on March 21, 2024. Six bidders responded to the notice inviting bids. The apparent low bidder is Hardy & Harper, Inc. of Lake Forest, California in the amount of \$3,850,000.

3. RECOMMENDED ACTION

Approve contract with Hardy & Harper, Inc. in the total amount of \$4,042,500, representing an original bid amount of \$3,850,000, plus a 5% contingency of \$192,500 for Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024; and authorize the Mayor and City Clerk to execute on behalf of the City.

4. FISCAL IMPACT

The expense for this contract is \$4,042,500 and will be funded in Pavement Management Program through:

263.5011.56330.13120	Measure M2	\$1,827,162	
274.5011.56330.13120	Road Maintenance Rehabilitation Account	1,658,498	
500.5011.56330.13120	Capital Projects		<u>556,840</u>
Total:		\$4,042,500	

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

b: Provide and maintain infrastructure necessary to ensure the safety of the public.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024 is part of our Pavement Management Program FY24 (13120) activities and is designed to prolong the pavement

life of city streets.

This asphalt concrete overlay project will rehabilitate approximately three arterial streets and seven residential streets throughout the City. The streets selected for maintenance are in accordance with our Pavement Management Plan, and generally fall into the “poor to fair” category. These streets require work at this time to prevent total pavement failure, which will result in complete reconstruction at a much higher future cost.

The City Council previously approved an advertisement for bids on February 13, 2024. The bid solicitation was advertised on February 22, 2024 for a period of four weeks and bids were opened on March 21, 2024. Six bids were received as follows:

1. Hardy & Harper, Inc., Lake Forest	\$3,850,000
2. Horizons Construction Company, Orange	\$3,893,594
3. R.J. Noble Company, Orange	\$3,927,430
4. All American Asphalt, Corona	\$3,944,944
5. Onyx Paving Company, Inc., Anaheim	\$4,022,600
6. Palp, Inc. Db a Excel Paving, Long Beach	\$4,289,380

The low bid is about 2.08% higher than the Engineer’s Estimate of \$3,771,350. Staff checked the references and qualifications of Hardy & Harper, Inc. and found them to be acceptable, with adequate years of experience in completing contracts of similar nature to this project. Therefore, staff recommends Hardy & Harper, Inc. be awarded the contract in the amount of \$4,042,500, representing an original bid amount of \$3,850,000 plus a 5% contingency of \$192,500 for Annual Pavement Maintenance at Various Locations, Fiscal Year 2023-2024.

Construction is scheduled to begin in June 2024 and is expected to be completed by October 2024.

7. ATTACHMENTS

- Bid Abstract
- Location Maps
- Contract with Hardy & Harper, Inc.



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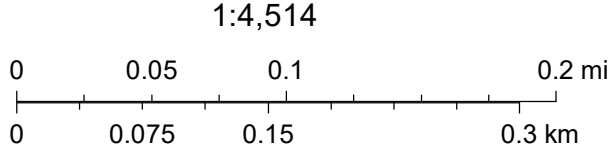
City of Orange: Summary of Bid Abstracts for:
Annual Pavement Maintenance at Various Locations
FY 2023-2024
Bid No. 23-24.28; Project No. SP-4261
Date of Bid Opening: 3/21/2024

Annual Pavement Maintenance at Various Locations FY 2023-2024 Bid No. 23-24.28; Project No. SP-4261 Date of Bid Opening: 3/21/2024					1		2		3		4		5		6		
ENGINEER'S ESTIMATE					Hardy & Harper, Inc. Lake Forest, CA Tel. No. (714) 444-1851		Horizons Construction Company Orange, CA Tel. No. (714) 626-0000		R.J. Noble Company Orange, CA Tel. No. (714) 637-1550		All American Asphalt Corona, CA Tel. No. (951) 736-7600		Onyx Paving Company, Inc. Anaheim, CA Tel. No. (714) 632-6699		Palp, Inc. Dba Excel Paving Long Beach, CA Tel. No. (562) 599-5841		
NO.	DESCRIPTION OF WORK	QUANTITY		UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PAVEMENT IMPROVEMENTS																	
1	2" Cold Plane Existing AC Pavement - Residential	33,000	SY	\$ 3.50	\$115,500.00	\$4.50	\$148,500.00	\$4.35	\$143,550.00	\$2.85	\$94,050.00	\$4.15	\$136,950.00	\$3.80	\$125,400.00	\$5.00	\$165,000.00
2	Remove Asphalt Concrete/Subgrade (Residential 4" Unclassified Excavation)	130	CY	\$ 150.00	\$19,500.00	\$175.00	\$22,750.00	\$140.00	\$18,200.00	\$152.00	\$19,760.00	\$250.00	\$32,500.00	\$210.00	\$27,300.00	\$400.00	\$52,000.00
3	Asphalt Concrete Pavement - Residential Base Course	250	TON	\$ 170.00	\$42,500.00	\$185.00	\$46,250.00	\$134.00	\$33,500.00	\$170.00	\$42,500.00	\$205.00	\$51,250.00	\$252.00	\$63,000.00	\$160.00	\$40,000.00
4	Asphalt Rubberized Hot Mix (ARHM) - Residential Surface Course (1/2" Class ARHM-GG-C)	4,100	TON	\$ 140.00	\$574,000.00	\$130.00	\$533,000.00	\$138.00	\$565,800.00	\$146.00	\$598,600.00	\$148.00	\$606,800.00	\$133.00	\$545,300.00	\$145.00	\$594,500.00
5	Cold Plane Existing AC Pavement - Arterial (Depth Per Plan)	72,000	SY	\$ 4.00	\$288,000.00	\$4.50	\$324,000.00	\$4.65	\$334,800.00	\$3.25	\$234,000.00	\$4.45	\$320,400.00	\$4.80	\$345,600.00	\$5.00	\$360,000.00
6	Remove Asphalt Concrete/Subgrade (Arterial 8" Unclassified Excavation)	330	CY	\$ 125.00	\$41,250.00	\$175.00	\$57,750.00	\$161.00	\$53,130.00	\$113.00	\$37,290.00	\$195.00	\$64,350.00	\$130.00	\$42,900.00	\$200.00	\$66,000.00
7	Asphalt Concrete Pavement - Arterial Base Course	660	TON	\$ 140.00	\$92,400.00	\$185.00	\$122,100.00	\$140.00	\$92,400.00	\$162.00	\$106,920.00	\$130.00	\$85,800.00	\$160.00	\$105,600.00	\$156.00	\$102,960.00
8	Asphalt Concrete Pavement - Arterial Level Course	4,100	TON	\$ 145.00	\$594,500.00	\$120.00	\$492,000.00	\$140.00	\$574,000.00	\$152.00	\$623,200.00	\$127.00	\$520,700.00	\$124.00	\$508,400.00	\$132.00	\$541,200.00
9	Asphalt Rubberized Hot Mix (ARHM) - Arterial Surface Course (3/4" Class ARHM-GG-B)	8,100	TON	\$ 150.00	\$1,215,000.00	\$130.00	\$1,053,000.00	\$144.00	\$1,166,400.00	\$146.00	\$1,182,600.00	\$148.00	\$1,198,800.00	\$133.00	\$1,077,300.00	\$145.00	\$1,174,500.00
10	Adjust/Remove & Replace Water Valve Box per OWD Std. No. 101	140	EA	\$ 1,250.00	\$175,000.00	\$1,200.00	\$168,000.00	\$3,220.00	\$450,800.00	\$1,100.00	\$154,000.00	\$1,200.00	\$168,000.00	\$1,625.00	\$227,500.00	\$1,600.00	\$224,000.00
11	Adjust Manhole Frame & Cover to Grade per City Std. No. 408	60	EA	\$ 1,000.00	\$60,000.00	\$1,200.00	\$72,000.00	\$1,300.00	\$78,000.00	\$1,000.00	\$60,000.00	\$1,500.00	\$90,000.00	\$1,550.00	\$93,000.00	\$1,500.00	\$90,000.00
12	Provide & Install Type "E" Detector Loops	50	EA	\$ 350.00	\$17,500.00	\$500.00	\$25,000.00	\$1,250.00	\$62,500.00	\$435.00	\$21,750.00	\$525.00	\$26,250.00	\$420.00	\$21,000.00	\$500.00	\$25,000.00
13	Install Traffic Signing & Striping, Pavement Markings (Legends), and Raised Pavement Markers (RPM's) for Arterial Streets per City's Plan and MUTCD	1	LS	\$ 60,000.00	\$60,000.00	\$100,000.00	\$100,000.00	\$80,500.00	\$80,500.00	\$90,000.00	\$90,000.00	\$81,000.00	\$81,000.00	\$85,000.00	\$85,000.00	\$92,000.00	\$92,000.00
14	Inventory and Install Traffic Signing & Striping, Pavement Markings (Legends), and Raised Pavement Markers (RPM's) for Residential/Collector Streets per MUTCD	1	LS	\$ 35,000.00	\$35,000.00	\$20,000.00	\$20,000.00	\$32,700.00	\$32,700.00	\$14,000.00	\$14,000.00	\$13,000.00	\$13,000.00	\$13,600.00	\$13,600.00	\$25,000.00	\$25,000.00
15	Traffic Control & Construction Phasing	1	LS	\$ 350,000.00	\$350,000.00	\$517,850.00	\$517,850.00	\$125,700.00	\$125,700.00	\$491,000.00	\$491,000.00	\$383,174.00	\$383,174.00	\$550,000.00	\$550,000.00	\$598,000.00	\$598,000.00
16	Sawcut & Remove Existing and Construct Concrete Curb and Gutter, Type A per City Std. Plan No. 117 (8" or Variable Curb Face) (D)	100	LF	\$ 110.00	\$11,000.00	\$125.00	\$12,500.00	\$23.40	\$2,340.00	\$148.00	\$14,800.00	\$150.00	\$15,000.00	\$163.00	\$16,300.00	\$100.00	\$10,000.00
17	Horizontally Saw-Cut Curb, Or Remove Existing Curb And Sidewalk Access Ramp, And Construct New Ramp Per City Std. Plan No. 121 With Detectable Warning Surface (Truncated Dome 4' X 3') (D)	4	EA	\$ 8,500.00	\$34,000.00	\$10,000.00	\$40,000.00	\$7,900.00	\$31,600.00	\$9,800.00	\$39,200.00	\$12,000.00	\$48,000.00	\$15,600.00	\$62,400.00	\$6,000.00	\$24,000.00
18	Install Detectable Warning Surface (Truncated Dome 4' X 3') per City Standard Plan No. 121 on existing curb ramp (D)	2	EA	\$ 1,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$932.00	\$1,864.00	\$980.00	\$1,960.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
19	Remove Existing and Construct Concrete Cross Gutter and Spandrel per City Std. Plan 119 (D)	500	SF	\$ 35.00	\$17,500.00	\$35.00	\$17,500.00	\$42.00	\$21,000.00	\$38.00	\$19,000.00	\$35.00	\$17,500.00	\$45.00	\$22,500.00	\$35.00	\$17,500.00
20	Remove Existing and Construct Concrete Sidewalk per City Std. Plan 118 & 120 (D)	150	SF	\$ 22.00	\$3,300.00	\$20.00	\$3,000.00	\$16.20	\$2,430.00	\$36.00	\$5,400.00	\$25.00	\$3,750.00	\$22.00	\$3,300.00	\$20.00	\$3,000.00
21	Remove and Replace Existing Manhole Frame and Cover, Adjust Manhole to Grade, and Construct Concrete Collar per City Std No. 407 and 408 (D)	6	EA	\$ 2,500.00	\$15,000.00	\$1,800.00	\$10,800.00	\$2,430.00	\$14,580.00	\$1,700.00	\$10,200.00	\$2,300.00	\$13,800.00	\$2,200.00	\$13,200.00	\$2,700.00	\$16,200.00
22	Furnish and Install PVC Conduit and Pull Boxes per the Plans and Specifications	120	LF	\$ 70.00	\$8,400.00	\$500.00	\$60,000.00	\$65.00	\$7,800.00	\$560.00	\$67,200.00	\$541.00	\$64,920.00	\$600.00	\$72,000.00	\$546.00	\$65,520.00
Grand Total					\$3,771,350.00	\$3,850,000.00		\$3,893,594.00		\$3,927,430.00		\$3,944,944.00		\$4,022,600.00		\$4,289,380.00	

Annual Pavement Maintenance FY23-24: Location Map 1



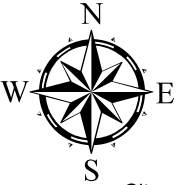
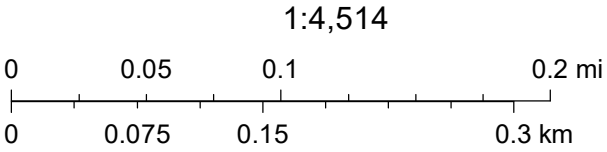
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Annual Pavement Maintenance FY23-24: Location Map 2



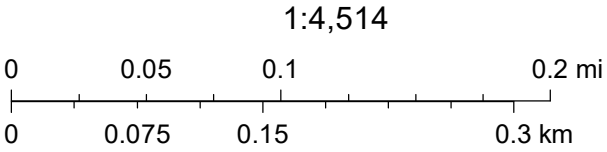
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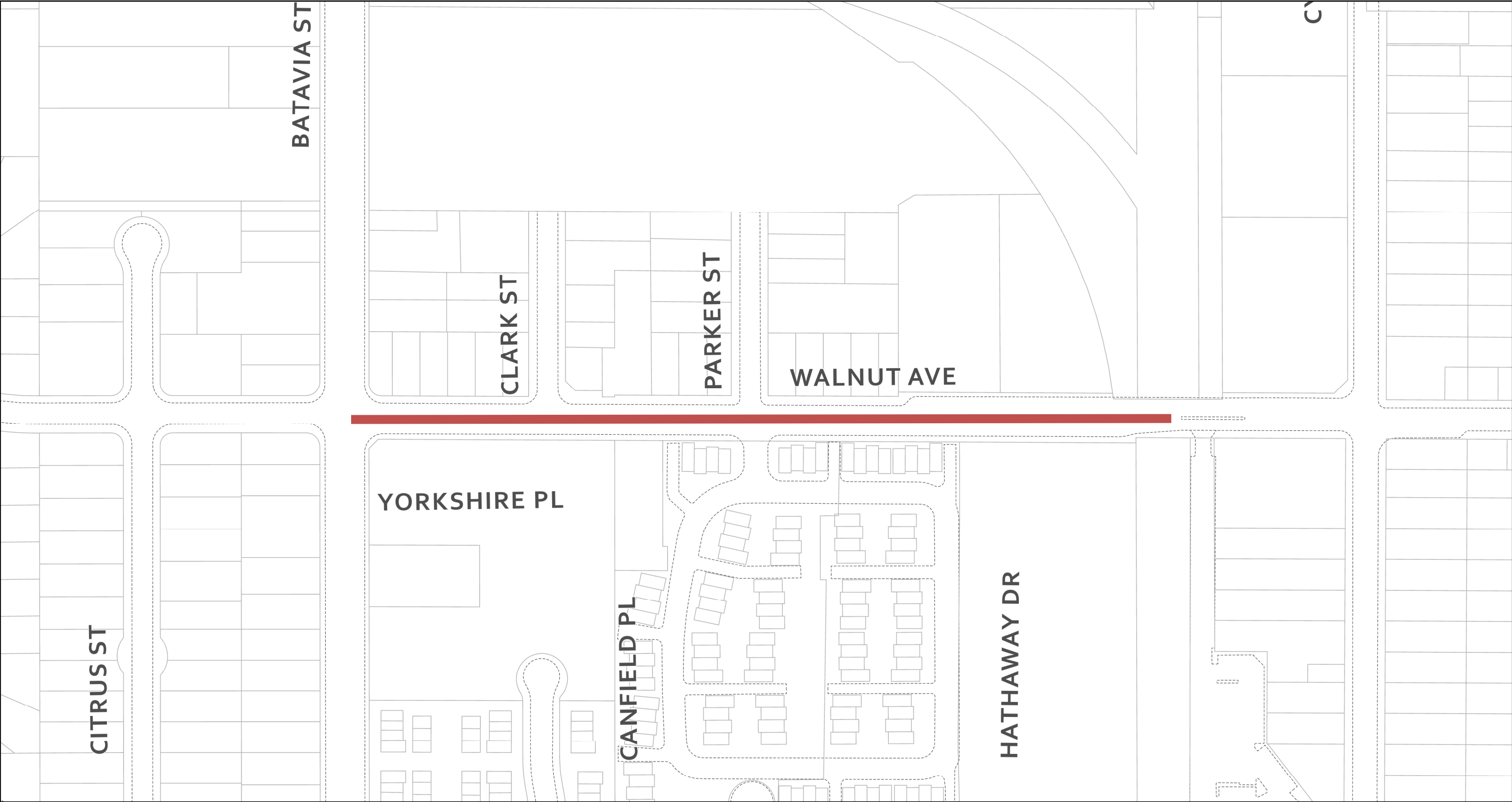
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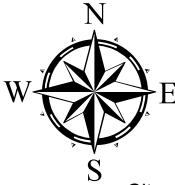
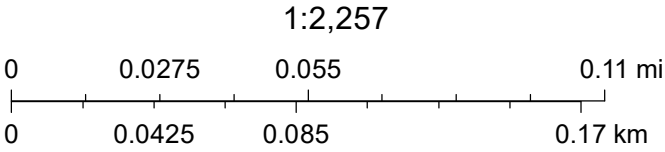
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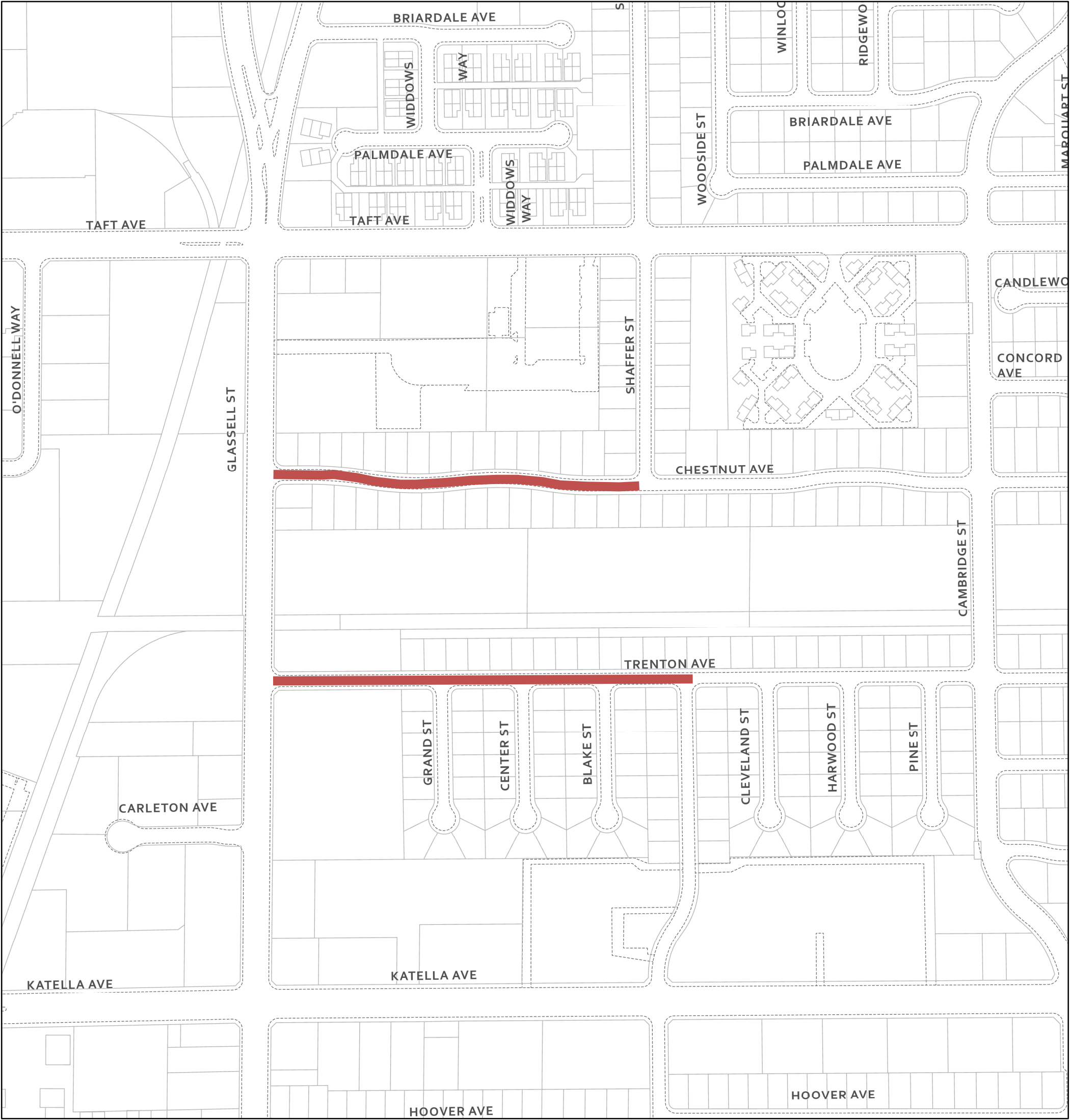
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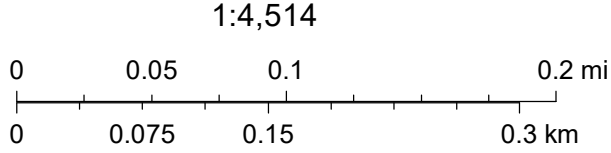
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Annual Pavement Maintenance FY23-24: Location Map 5



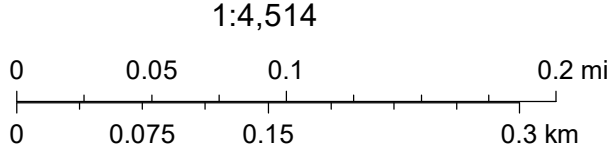
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Annual Pavement Maintenance FY23-24: Location Map 6



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CONTRACT
[Annual Pavement Maintenance at Various Locations, FY 2023-2024
(Bid No. 23-24.28; SP-4261)]

THIS CONTRACT (the “Contract”) is made and entered into as of _____, 2024 (“Effective Date”) by and between the CITY OF ORANGE, a municipal corporation (“City”), and HARDY & HARPER, INC., a California corporation (“Contractor”), who agree as follows.

ARTICLE 1
Work Performed

a. For and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by City, and under the conditions expressed in the two (2) bonds presented to City with this Contract and incorporated herein by this reference, Contractor hereby agrees to and shall do all the work and furnish all the labor, materials, tools and equipment, except such as are mentioned in the specifications to be furnished by City to Contractor, necessary to complete in good workmanship and substantial manner the work (the “Work”) described in:

(1) The Construction Plans for Annual Pavement Maintenance at Various Locations, FY 2023-2024 (Drawing SP-4261), approved by the “Engineer” (as defined herein below) on February 22, 2024, and consisting of sheets numbered 1 through 33, inclusive (the “Plans”);

(2) The latest edition of the "City of Orange Standard Plans and Specifications" (the “Orange Book”) with the term "Engineer," as used in the Orange Book and in this Contract, to specifically include the City Engineer (or designee);

(3) The "Standard Specifications for Public Works Construction" (the “Greenbook”), and all amendments thereto, except the definition of “Subcontractor” in Section 1.2 (General – Terms and Definitions) of Part 1 (General Provisions) of the Greenbook, which is hereby amended in its entirety to read as follows: “Subcontractor – An individual, firm, or corporation having a direct contract with the Contractor for the performance of a part of the Work;”

(4) The “City of Orange Standard Special Provisions;”

(5) The Standard Plans; and

(6) Contractor’s Bid Proposal, which is on file with City’s Department of Public Works.

b. Contractor acknowledges that it has received the Plans from City and that a complete copy of the Plans are in its possession and are hereby specifically referred to and by such reference made a part hereof. The Orange Book, Greenbook and City of Orange Standard Special Provisions and Standard Plans are on file with City’s Public Works Director and are hereby

specifically referred to and by such reference made a part hereof. Contractor hereby acknowledges that it has read, reviewed and understands the Plans, the Orange Book, the Greenbook, the Special Provisions, the Standard Plans, and the Encroachment Permit as they relate to the Work, all of which documents shall be referred to herein collectively as the “Plans and Specifications.”

c. Contractor acknowledges the provisions of Chapter 8.28 of the Orange Municipal Code which requires, among other things, that Contractor utilize City’s exclusive solid waste hauler for the rental of bins for trash and debris removal and imposes mandatory recycling requirements for self-hauled construction and demolition waste. The terms and conditions set forth in this Contract shall control over any terms and conditions in the Plans and Specifications to the contrary.

d. The Work shall be performed in conformity with the Plans and Specifications and the Bid Proposal and all applicable laws, including any and all applicable federal and state labor laws and standards and applicable prevailing wage requirements and any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment.

e. Unless and until otherwise notified in writing by City’s Public Works Director, City’s Senior Civil Engineer, Youichi Nakagawa (“Authorized City Representative”), shall be the person to whom Contractor will report for the performance of the Work hereunder. It is understood that Contractor’s performance hereunder shall be under the direction and supervision of the Authorized City Representative or such other person as City’s Public Works Director may designate from time to time, that Contractor shall coordinate the Work hereunder with the Authorized City Representative to the extent required by the Authorized City Representative, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the Authorized City Representative or City’s Public Works Director.

f. It is expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and Contractor’s Bid Proposal, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Bid Proposal conflicting herewith.

g. Contractor agrees that it has an obligation to reset all permanent survey markers as stated in the Orange Book, Part 4, Section 400-2, “Permanent Survey Markers,” and obtain the approval for pre- and post-construction centerline tie sheets and Corner Records from the County of Orange and deliver said approved documents to City as soon as they are received. This obligation extends to any of its subcontractors that have performed work in this regard. This subsection survives completion of the Work, the Notice of Completion, and final payment and shall be an enforceable obligation until fulfilled.

ARTICLE 2

Commencement of Work

Contractor shall commence the Work provided for in this Contract within fifteen (10) days of the date of the issuance by City of a Notice to Proceed and diligently prosecute completion of

the Work within ninety (90) calendar days from such date, unless legal extension is granted in accordance with the terms set forth in the Greenbook. Time is of the essence in this Contract. Contractor shall do all things necessary and incidental to the prosecution of Contractor's Work.

ARTICLE 3

Compensation

a. Contractor agrees to receive and accept an amount not to exceed THREE MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS and 00/100 (\$3,850,000.00) unless said amount is amended by Contract Change Order approved by the City, as compensation for furnishing all materials and doing all the Work contemplated and embraced in this Contract. Said compensation covers (1) all loss or damage arising out of the nature of the Work, from the acts of the elements; (2) any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by City, other than as provided below; (3) all risks of every description connected with the Work; (4) all expenses incurred by or in consequence of the suspension or discontinuance of the Work; and (5) well and faithfully completing the Work, and for the whole thereof, in the manner and according to the Plans and Specifications, and requirements of the Authorized City Representative under them. Retention amounts shall be withheld from progress payments as required by law unless Contractor provides securities in lieu of retention.

b. In addition to the scheduled Work to be performed by the Contractor, the parties recognize that additional, unforeseen work and services may be required by the Authorized City Representative. In anticipation of such contingencies, the sum of ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$192,500.00) has been added to the total compensation of this Contract. The Authorized City Representative may approve the additional work and the actual costs incurred by the Contractor in performance of additional work or services in accordance with such amount as the Authorized City Representative and the Contractor may agree upon in advance. Said additional work or services and the amount of compensation therefore, up to the amount of the authorized contingency, shall be memorialized in the form of a Contract Amendment approved by the City Manager on a form acceptable to the City Attorney. The Contractor agrees to perform only that work or those services that are specifically requested by the Authorized City Representative. Any and all additional work and services performed under this Contract shall be completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care in accordance with a cost estimate or proposal submitted to and approved by the Authorized City Representative prior to the commencement of such Work or services.

c. The total amount of compensation under this Contract, including contingencies, shall not exceed FOUR MILLION FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS and 00/100 (\$4,042,500.00).

ARTICLE 4

Licenses

Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the Work contemplated by this Contract and that Contractor and subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Contract.

ARTICLE 5

Guarantees

a. Contractor guarantees the construction and installation of all Work included in the Plans and Specifications for which Contractor has been awarded this Contract.

b. Should any of the materials or equipment installed pursuant to this Contract prove defective or should the Work as a whole prove defective, due to faulty equipment, workmanship, materials furnished or methods of installations, or should said Work or any part thereof fail to function properly, as designed, due to any of the above causes within twelve (12) months after the date on which said Work is accepted by City, Contractor shall make repairs and furnish such materials and equipment as are necessary to be furnished and installed within fifteen (15) calendar days after the receipt of a demand from City.

c. Said Work will be deemed defective within the meaning of this guarantee in the event that it fails to function as originally intended either by the Plans and Specifications of this Contract or by the manufacturer(s) of the equipment incorporated into the Work.

d. In the event repairs are not made within fifteen (15) calendar days after Contractor's receipt of a demand from City, City shall have the unqualified option to make any needed repairs or replacements itself or by any other contractor. Contractor shall reimburse City, upon demand, for all expenses incurred in restoring said Work to the condition contemplated in this Contract, including the cost of any equipment or materials replaced.

e. It is understood that emergency repairs may, by necessity, be made by City. Therefore, when defective equipment, materials or workmanship result in emergency repairs by City, Contractor shall reimburse City, upon demand, for all expenses incurred. Emergency repairs will be deemed as those repairs determined by City's Director of Public Works to be necessary due to an immediate detriment to the health, safety, welfare or convenience of the residents of City.

ARTICLE 6

Water Quality

a. The Santa Ana Regional Water Quality Control Board ("RWQCB") has issued National Pollutant Discharge Elimination System ("NPDES") Permit No. R8-2009-0030 (the "Permit"), which governs storm water and non-storm water discharges resulting from municipal activities performed by City or its contractors. In order to comply with the Permit requirements, the County of Orange has prepared a Drainage Area Management Plan ("DAMP"), containing Model Maintenance Procedures with Best Management Practices ("BMPs") that City and its contractors must adhere to. The Model Maintenance Procedures contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, storm water runoff, and receiving water quality. Examples include: wash water from cleaning of sidewalks or parking lots must be collected and disposed of in the sewer or landscaped areas.

b. The Permit, the DAMP and the Model Maintenance Procedures are on file in the office of City's Director of Public Works. Contractor hereby acknowledges that it has read, reviewed and understands the Permit, the DAMP and the Model Maintenance Procedures, as they relate to the Work and hereby shall perform the Work in conformance therewith.

ARTICLE 7

Independent Contractor; Contractor not Agent

a. At all times during the term of this Contract, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Contract. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Contract. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Contract. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

b. Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

ARTICLE 8

Public Work; Prevailing Wage

a. The Work which is the subject of this Contract is a "public work," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid. To the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that Contractor, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

b. Attached hereto as Attachment No. 1 and incorporated herein by this reference is a copy of the provisions of Sections 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815 of the California Labor Code. Contractor hereby acknowledges that it has read, reviewed

and understands those provisions of the Labor Code and shall prosecute and complete the Work under this Contract in strict compliance with all of those terms and provisions.

c. Contractor shall secure the payment of compensation to its employees in accordance with the provisions of Section 3700 of the California Labor Code. Accordingly, and as required by Section 1861 of the California Labor Code, Contractor hereby certifies as follows:

“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.”

d. Contractor shall indemnify, protect, defend and hold harmless City and its officers, employees, contractors and agents, with counsel reasonably acceptable to City, from and against any and all loss, liability, damage, claim, cost, expense, and/or “increased costs” (including reasonable attorney’s fees, court and litigation costs, and fees of expert witnesses) which result or arise in any way from the noncompliance by Contractor of any applicable local, state and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages). It is agreed by the parties that, in connection with the construction of the Work which is the subject of this Contract, Contractor shall bear all risks of payment or non-payment of state prevailing wages. “Increased costs” as used in this paragraph shall have the meaning ascribed to it in Labor Code Section 1781, as the same may be enacted, adopted or amended from time to time. The foregoing indemnity shall survive termination of this Contract.

ARTICLE 9

Equal Employment Opportunity

During the performance of this Contract, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any Work covered by this Contract, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

ARTICLE 10

Conflicts of Interest

Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. Contractor further agrees that it shall not be eligible to work as the builder for any project for which the design work is part of this Contract.

ARTICLE 11

Indemnity

Contractor shall defend, indemnify and hold harmless City and its officers, officials, agents, and employees from and against:

a. Any and all claims, liabilities, losses, damages, penalties, costs or expenses (including reasonable attorneys' fees and court costs) which City may directly or indirectly sustain or suffer arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or the property of any person which shall occur on or adjacent to the real property which is the subject of this Contract, or in connection with performance of this Contract which may be directly or indirectly caused by the acts or omissions of Contractor or its officers, employees, contractors or agents, or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance. Contractor shall not be responsible for (and such indemnity shall not apply to) any willful misconduct, negligence or breach of this Contract by City or its officers, officials, agents, and employees. The foregoing indemnity shall survive termination of this Contract.

b. Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's Work under this Contract, including any and all claims under any law pertaining to Contractor's status as an independent contractor.

ARTICLE 12

Insurance

a. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by Contractor, its agents, representatives, employees or subcontractors. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth below shall be maintained for the duration of the Contract.

b. Contractor shall maintain the following minimum amount of insurance: the greater of either the limits set forth in (1) through (4), below; or all of the insurance coverage and/or limits carried by or available to Contractor.

- | | | |
|---------------------------|-------------|--|
| (1) General Liability | \$2,000,000 | per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| (2) Automobile Liability | \$1,000,000 | per accident for bodily injury and property damage. |
| (3) Workers' Compensation | | as required by the State of California. |
| (4) Employer's Liability | \$1,000,000 | per accident for bodily injury or disease. |

c. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor under this Contract.

d. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to City, its officers, officials, agents and employees; or Contractor shall provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

e. Each policy of general liability and automotive liability insurance shall contain, or be endorsed to contain, the following provisions:

(1) City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor (any auto), and with respect to liability arising out of Work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such Work or operations. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 12.b, above, shall apply to City as an additional insured.

(2) For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents and employees. Any insurance or self-insurance maintained by City, its officers, officials, agents and employees shall be excess of Contractor's insurance and shall not contribute with it.

(3) Coverage shall not be canceled, except after thirty (30) days' prior written notice has been provided to City.

f. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Article 12. The endorsements shall be on forms acceptable to City. All certificates and endorsements are to be received and approved by City before the Work commences. However, failure to do so shall not operate as a waiver of these insurance requirements. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

g. All insurance procured and maintained by Contractor shall be issued by insurers admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

h. Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Contract unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom by way of set-off from any sums owed Contractor.

i. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all Work performed by Contractor, its employees, agents and subcontractors. Contractor shall obtain any other endorsement that may be necessary to effect this waiver of subrogation.

j. Contractor shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

ARTICLE 13

Termination

City, acting through its City Manager or designee, reserves the right to terminate this Contract for any reason by giving five (5) days' written notice of intent to terminate to Contractor. Upon receipt of notice, Contractor shall immediately cease work, unless the notice provides otherwise. Should City terminate this Contract, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with

this Contract, unless such termination shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

ARTICLE 14

Maintenance and Inspection of Records

In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records and other information (collectively, the “records”) pertaining to the costs of and completion of services performed under this Contract. During the term of this Contract and for a period of three (3) years after termination or completion of this Contract, City shall have the right to inspect and/or audit Contractor's records pertaining to the performance of this Contract at Contractor's office. Contractor shall make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days’ notice from City, and copies thereof shall be furnished if requested.

ARTICLE 15

Compliance with Laws

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws pertaining to the subject matter hereof or in any way regulating the activities undertaken by Contractor or any subcontractor hereunder.

b. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Contract comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Contract who is ineligible to work in the United States or under the terms of this Contract; and

(3) Has properly maintained, and shall at all times during the term of this Contract properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor’s employees; and

(4) Has responded, and shall at all times during the term of this Contract respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

c. Contractor shall require all subcontractors and/or subconsultants to make the same representations and warranties required by this Article 15 when hired to perform services under this Contract.

d. Contractor shall, upon request of City, provide a list of all employees working under this Contract and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Contract without written notice to City, accompanied by the verification required herein for such employees. Contractor shall require all subcontractors and/or sub-consultants to make the same verification when hired to perform services under this Contract.

e. If Contractor, or a subcontractor or subconsultant, knowingly employs an employee providing Work under this Contract who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, such shall constitute a material breach of this Contract and may be cause for immediate termination of this Contract by City.

f. Contractor shall indemnify and hold City, its officials and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

ARTICLE 16

Governing Law and Venue

This Contract shall be construed in accordance with and governed by the laws of the State of California and Contractor shall submit to the jurisdiction of California courts. Venue for any dispute arising under this Contract shall be in Orange County, California.

ARTICLE 17

Integration and Amendment

a. This Contract constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the Work to be performed under this Contract shall be of any force or effect unless it is in writing and signed by both parties. Any Work performed which is inconsistent with or in violation of the provisions of this Contract shall not be compensated.

b. Amendments to this Contract must be in writing and signed by both parties. The City Manager is authorized to execute amendments to this Contract up to the amounts specified in Chapter 3.08 of the Orange Municipal Code.

ARTICLE 18

Notice

Except as otherwise provided herein, all notices required under this Contract shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of

deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, CA 92630

Attn: Michael Murray

Telephone: (714) 444-1851
E-Mail: mmurray@hardyandharper.com

“CITY”

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591

Attn: Youichi Nakagawa

Telephone: (714) 744-5572
E-Mail: ynakagawa@cityoforange.org

**ARTICLE 19
Claim Resolution**

City and Contractor agree that the claim resolution process applicable to any claim by Contractor in connection with the Work provided herein shall be subject to the procedures set forth in California Public Contract Code Section 9204, attached hereto as Attachment No. 2, and incorporated herein by this reference.

**ARTICLE 20
Counterparts**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

“CITY”

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater
Mayor of the City of Orange

CONTRACT, BONDS AND INSURANCE
APPROVED BY:

ATTEST:

Michael Vigliotta, City Attorney

Pamela Coleman, City Clerk

“CONTRACTOR”

HARDY & HARPER, INC., a California
corporation

***[Note: Signature of Chairman of the
Board, President or Vice President is
required]***

By: _____
Printed Name: _____
Title: _____

***[Note: Signature of Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer is also required]***

By: _____
Printed Name: _____
Title: _____

√MMC

ATTACHMENT NO. 1

CALIFORNIA LABOR CODE

SECTIONS 1725.5, 1771, 1771.1, 1771.4, 1775, 1776, 1777.5, 1813 and 1815

Section 1725.5. Registration of contractors; mandatory registration; qualifications and application; fees; exempt contractors

A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1)(A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

- (i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.
- (ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).
- (b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.
- (c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.
- (d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:
 - (1) The body that awarded the contract failed, in the bid specification or in the contract documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
 - (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
 - (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

Section 1771.1. Registration as a contractor or subcontractor required prior to bid submission; exceptions; violations; penalties

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100)

for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work.

Section 1771.4. Additional requirements when bidding and awarding public works contracts

(a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and contract documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.

Section 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor

or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

Section 1776. Payroll records; retention; inspection; redacted information; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and the Division of Labor Standards Enforcement of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) Unless required to be furnished directly to the Labor Commissioner in accordance with paragraph (3) of subdivision (a) of Section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

Section 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions; compliance program

(a)(1) This chapter does not prevent the employment upon public works of properly registered apprentices who are active participants in an approved apprenticeship program.

(2) For purposes of this chapter, “apprenticeship program” means a program under the jurisdiction of the California Apprenticeship Council established pursuant to Section 3070.

(b)(1) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(2) Unless otherwise provided by a collective bargaining agreement, when a contractor requests the dispatch of an apprentice pursuant to this section to perform work on a public works project and requires the apprentice to fill out an application or undergo testing, training, an examination, or other preemployment process as a condition of employment, the apprentice shall be paid for the time spent on the required preemployment activity, including travel time to and from the required activity, if any, at the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Unless otherwise provided by a collective bargaining agreement, a contractor is not required to compensate an apprentice for the time spent on preemployment activities if the apprentice is required to take a preemployment drug or alcohol test and he or she fails to pass that test.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written

apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

- (1) The apprenticeship standards and apprentice agreements under which he or she is training.
- (2) The rules and regulations of the California Apprenticeship Council.

(d) If the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Before commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body, if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program supplying apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates if the contractor agrees to be bound by those standards. However, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. When an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Administrator

of Apprenticeship, upon application of an apprenticeship program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section who has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or who has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Administrator of Apprenticeship may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) If an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2)(A) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Department of Industrial Relations for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The grant funds shall be distributed as follows:

(i) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program shall be made.

(ii) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and county for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices from that county registered in each program.

(iii) All training contributions not distributed under clauses (i) and (ii) shall be used to defray the future expenses of the Department of Industrial Relations for the administration and enforcement of apprenticeship and preapprenticeship standards and requirements under this code.

(B) An apprenticeship program shall only be eligible to receive grant funds pursuant to this subdivision if the apprenticeship program agrees, prior to the receipt of any grant funds, to keep adequate records that document the expenditure of grant funds and to make all records available to the Department of Industrial Relations so that the Department of Industrial Relations is able to verify that grant funds were used solely for training apprentices. For purposes of this subparagraph, adequate records include, but are not limited to, invoices, receipts, and canceled checks that account for the expenditure of grant funds. This subparagraph shall not be deemed to require an apprenticeship program to provide the Department of Industrial Relations with more documentation than is necessary to verify the appropriate expenditure of grant funds made pursuant to this subdivision.

(C) The Department of Industrial Relations shall verify that grants made pursuant to this subdivision are used solely to fund training apprentices. If an apprenticeship program is unable to demonstrate how grant funds are expended or if an apprenticeship program is found to be using grant funds for purposes other than training apprentices, then the apprenticeship program shall not be eligible to receive any future grant pursuant to this subdivision and the Department of Industrial Relations may initiate the process to rescind the registration of the apprenticeship program.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all moneys in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Department of Industrial Relations.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) An awarding body that implements an approved labor compliance program in accordance with subdivision (b) of Section 1771.5 may, with the approval of the director, assist in the enforcement of this section under the terms and conditions prescribed by the director.

Section 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty- five dollars (\$25) for each worker employed in the execution of

the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

Section 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 ½ times the basic rate of pay.

ATTACHMENT NO. 2

CALIFORNIA PUBLIC CONTRACT CODE SECTION 9204

Section 9204. Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process (Eff: January 1, 2017)

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.



Agenda Item

City Council

Item #: 3.13.

4/9/2024

File #: 24-0230

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Leslie Hardy, Community Services Director

1. SUBJECT

Notice of Completion and Acceptance for Park Facility Roof Replacement.

2. SUMMARY

The City entered into a contract with La Rocque Better Roofs, Inc., for park facility roof replacement at Olive Park, Santiago Hills Park, Sycamore Park, and La Veta Park (Bid No. 22-23.30). The work has been completed to the satisfaction of the Community Services Department.

3. RECOMMENDED ACTION

1. Accept Park Facility Roof Replacement as complete (Bid No. 22-23.30).
2. Authorize City Clerk to file Notice of Completion with the Orange County Clerk-Recorder's Office.

4. ATTACHMENTS

- Notice of Completion



Agenda Item

City Council

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4. ATTACHMENTS

- Notice of Completion

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

City of Orange
300 East Chapman Avenue
Orange, California 92866
Attention: City Clerk

[Space above this line for Recorder's use only.]

THIS DOCUMENT IS RECORDED AT THE
REQUEST AND FOR THE BENEFIT OF THE CITY
OF ORANGE AND IS EXEMPT FROM THE
PAYMENT OF A RECORDING FEE PURSUANT
TO GOVERNMENT CODE SECTIONS 6103 AND
27383.

NOTICE OF COMPLETION AND ACCEPTANCE

NOTICE IS HEREBY GIVEN that work on that certain public work and improvements known as "Park Facility Roof Replacement (AGR. 7498)" (herein referred to as the 'Project'), for the owner, the City of Orange, a municipal corporation (herein referred to as the 'City'), whose address is 300 E. Chapman Avenue, Orange, CA 92866, was completed and accepted by the City Council of the City of Orange on April 9, 2024 at a regular meeting of its members, at which a quorum was present and acting throughout. The Project was performed at Olive Park, 2841 N. Glassell St., Santiago Hills Park, 8040 E White Oak Ridge, Sycamore Park, 300 N Elm St, La Veta Park, 3705 E La Veta Ave, in the City of Orange. The Contractor who performed (or caused to be performed) said public work and improvements was La Rocque Better Roofs, Inc. with its principal office at 9077 Arrow Route Suite 100, Rancho Cucamonga, California 91730.

DATED as of the 9th day of April 2024.

CITY OF ORANGE, a municipal corporation

By: _____
Daniel R. Slater, Mayor, City of Orange

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Daniel R. Slater, Mayor of the City of Orange, state that I have read the foregoing document, know the contents thereof, and that the facts therein stated are true of my own knowledge. I hereby declare under penalty of perjury that the foregoing is true and correct.

DATED as of the 9th day of April 2024.

Daniel R. Slater, Mayor, City of Orange

I, Pamela Coleman, City Clerk for the City of Orange, hereby attest that Daniel R. Slater is known to me to be the Mayor of the City of Orange and known to me to be the person who executed the within instrument on behalf of said municipal corporation, and acknowledged to me that the City of Orange executed the same.

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.14.

4/9/2024

File #: 24-0241

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

Second Reading and adoption of an Ordinance of the City Council of the City of Orange amending various Sections in Titles 1 and 2 of the Orange Municipal Code to delete outdated language, update references to conform with current law and code provisions and achieve internal consistency. Ordinance No. 06-24.

2. SUMMARY

The Introduction and First Reading of the above-entitled Ordinance was approved at a Regular Council Meeting on March 26, 2024.

The Ordinance is now presented for Second Reading by title only, and adoption.

Vote at First Reading: **AYES:** Barrios, Dumitru, Bilodeau, Gyllenhammer,
Slater

NOES: None

ABSENT: Tavoularis, Gutierrez

3. RECOMMENDED ACTION

Adopt Ordinance No. 06-24.

4. ATTACHMENTS

- Ordinance No. 06-24



Agenda Item

City Council

Item #: 3.14.

4/9/2024

File #: 24-0241

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Pamela Coleman, City Clerk

1. SUBJECT

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Slater

NOES: None

ABSENT: Tavoularis, Gutierrez

3. RECOMMENDED ACTION

Adopt Ordinance No. 06-24.

4. ATTACHMENTS

- Ordinance No. 06-24

ORDINANCE NO. 06-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING VARIOUS SECTIONS IN TITLES 1 AND 2 OF THE ORANGE MUNICIPAL CODE TO DELETE OUTDATED LANGUAGE, UPDATE REFERENCES TO CONFORM WITH CURRENT LAW AND CODE PROVISIONS, AND ACHIEVE INTERNAL CONSISTENCY.

WHEREAS, the Orange Municipal Code requires updates, from time to time, to reflect current administrative or operational procedures adopted by the City; and

WHEREAS, the changes proposed update the Code to delete outdated language, update references to conform with current law and code provisions, achieve internal consistency and otherwise capture general language clean-up.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

1. The subject Ordinance is exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines (Guidelines) Sections 15060(c)(2) and 15060(c)(3) because review and evaluation of potential impact of the Ordinance demonstrate that it will not result in a direct or reasonably foreseeable indirect physical change in the environment, and it is not a "project" as defined in Guideline 15378.

2. The subject Ordinance is exempt from CEQA per Guideline 15061(b)(3) because it can be seen with certainty, after review and evaluation of the facts regarding the Zoning Code administrative amendments, that there is substantial evidence that adoption of this Ordinance would not have a significant effect on the environment and the common sense exemption applies.

SECTION II:

Sections 1.04.070 of the Orange Municipal Code, "General Provisions – Reference to Code Applies to Amendments" and 1.04.130 "General Provisions – Definitions" are hereby amended to read as follows:

1.04.070 – Reference to Code Applies to Amendments.

Whenever a reference is made to any portion of this code, or to any ordinance of this City, the reference applies to all amendments.

1.04.130 – Definitions

"City" means the City of Orange.

"Council" means the City Council of this City.

"County" means the County of Orange.

"Oath" includes affirmation.

The use of the title of any officer, employee, office or ordinance shall mean such officer, employee, office or ordinance, respectively, of the City.

"Owner" applied to a building or land includes any part owner, joint owner, tenant, tenant in common or joint tenant of the whole or a part of such building or land.

"Person" includes any person, firm, association, organization, partnership, or corporation.

"State" means the State of California.

"Street" includes all streets, highways, avenues, lanes, alleys, courts, places, squares, sidewalks, parkways, curbs, or other public ways in this City which may have been or may hereafter be dedicated and open to public use, or such other public property so designated in any law of this state.

"Tenant" or "occupant," applied to a building or land, includes any person who occupies the whole or part of such building or land, whether alone or with others.

SECTION III:

Section 1.08.020 of the Orange Municipal Code, "General Penalty – Violation Deemed Nuisance – Abatement," is hereby amended to read as follows:

1.08.020 – Violation Deemed Nuisance—Abatement.

In addition to the penalties provided in Section **1.08.010**, any condition caused or permitted to exist in violation of any of the provisions of this code, state, or federal law, shall be deemed a public nuisance and may be summarily abated in a manner provided by law, and each day such condition continues shall be regarded as a new and separate offense. Any cost or expense to the City of Orange to abate any nuisance or nuisances shall constitute a lien against the property on which said nuisance or nuisances are located or maintained and such cost or expense of abatement by the City shall also be a personal obligation against the property owner. The cost to the City of abatement of any nuisance on a parcel of land shall constitute a special assessment against that parcel and may be collected at the same time and in the same manner as ordinary municipal taxes are collected and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes.

SECTION IV:

Section 1.10.050 of the Orange Municipal Code, “Administrative Citations – Administrative Citation – Violation,” is hereby amended to read as follows:

1.10.050 – Administrative Citation – Violation.

- A. General Code Violation. Any person or responsible person allowing, causing, committing, continuing, permitting or maintaining a code violation, as defined in this chapter, that does not create an immediate danger to health or safety may first be issued a notice of violation with a reasonable correction period within which to correct or otherwise remedy the violation prior to the service of an administrative citation and prior to imposition of administrative fines. An administrative citation may be issued by any officer or official of that department after noncompliance with a notice of violation or to a repeat offender of the same offense within a 12-month period.
1. Each and every day a violation of the code exists constitutes a separate and distinct offense.
 2. Any person or responsible person violating any provisions of the code is subject to being issued an administrative citation by any officer or official from that department.
 3. Administrative fine(s) shall be assessed by means of an administrative citation issued by the officer or official and shall be payable directly to the City or its agent.
 4. Fine(s) shall be assessed in the amounts specified in Section **1.10.080**.
 5. Every person or responsible person who applies for and receives a license or permit, or any type of land use approval (e.g., subdivision maps, conditional use permits, variances, etc.) or other entitlement, shall comply with all conditions imposed upon the issuance of the license or permit, or any type of land use approval or other entitlement. If a person violates any condition of such license or permit, or land use approval or other entitlement, excluding violations of any nonobjective design or aesthetic standard imposed by discretionary review, they may be issued an administrative citation and be liable for fine(s) under the provisions of this chapter.
 6. The City may take into consideration the fact that a person or reasonable person has been issued an administrative citation when the City is determining whether to grant, modify, suspend, revoke, or deny any license or permit, or any type of land use approval or other entitlement regarding that person or property, and such administrative citations are evidence that the person has committed a violation of the code.
 7. Obligation to Correct Violation(s). Nothing in this chapter shall be interpreted to mean that because a person or responsible person has paid the fine(s) that they are not required to correct the violation(s). Failure to correct the violation(s) may result in additional citations.

- B. Building and Safety Code Violation. Any person or responsible person allowing, causing, committing, continuing, permitting or maintaining a code violation pertaining to building, plumbing, electrical or other similar structural or zoning issues that do not create an immediate danger to health or safety may first be issued a notice of violation with a reasonable correction period within which to correct or otherwise remedy the violation prior to the service of an administrative citation and prior to imposition of administrative fines. Notwithstanding the provisions of this chapter, any person or responsible person may be issued a first administrative citation if the violation continues after the correction period has expired.
1. The person or responsible person issued a notice of violation for a building violation may request an extension of the correction period, provided that a request is filed with the Building Official before the correction period ends. The Building Official may, in their discretion, grant a reasonable extension of the time period to correct the violation, if the person or responsible person has supplied substantial evidence showing that the correction cannot reasonably be made within the correction period indicated on the notice of violation. The filing for such an extension does not, unless granted, extend the correction period or any other time periods set by this chapter.
 2. If a building violation has not been corrected by the end of the correction period, the officer or official has the authority to issue the person or responsible person a second administrative citation for failing to comply with the notice of violation(s). The person or responsible person to whom the notice of violation was issued shall be liable for and shall pay to the City or its agent the fine(s) described in the administrative citation by the date prescribed for payment pursuant to Section **10.090(A)**. A third administrative citation may be issued and additional fine(s) imposed for every day the violation continues uncorrected from the date of issuance of the second administrative citation. The fourth and subsequent violation of the code shall be prosecuted as a misdemeanor citation or any other remedy available to the City pursuant to Section **1.10.080(B)**.
 3. Obligation to Correct Violation(s). Nothing in the code shall be interpreted to mean that because a person or responsible person has paid the fine(s) that they are not required to correct the violation(s). Failure to correct the violation(s) may result in additional citations.

SECTION V:

Section 1.14.140 of the Orange Municipal Code, “Administrative Citations – Procedures at Administrative Hearing,” is hereby amended to read as follows:

1.14.140 – Procedures at Administrative Hearing.

- A. No hearing to appeal an administrative citation before a hearing officer shall be held unless and until a request for hearing and appeal fee has been completed.

- B. The hearing officer shall only consider evidence that is relevant to whether the person or responsible person is allowing, causing, committing, continuing, permitting or maintaining a violation of the code or other applicable state or county code on the date(s) specified in the administrative citation.
- C. The person appealing the administrative citation shall be given the opportunity to testify and present witnesses and evidence concerning the administrative citation.
- D. Except as set forth in § 1.10.150 below, the failure of any recipient of an administrative citation to appear at the administrative citation hearing shall constitute a failure of such person's rights to exhaust their administrative remedies and they may be ordered to pay such fine(s) forthwith.
- E. The administrative citation and any additional documents submitted by the officer or official shall constitute prima facie evidence of the respective facts contained in those documents.
- F. If the officer or official submits an additional written report concerning the administrative citation to the hearing officer for consideration at the hearing, then a copy of this report shall also be provided to the person requesting the hearing at least five days prior to the date of the hearing.
- G. At least 10 days prior to the hearing, the recipient of an administrative citation shall be provided with copies of the citation(s), report(s) and any other document(s) submitted or relied upon by the officer or official. No other discovery is permitted. Formal rules of evidence shall not apply.
- H. The hearing officer may continue the hearing and request additional information from the officer or official, and/or the recipient of the administrative citation prior to issuing a written decision.

SECTION VI:

Section 2.04.040 of the Orange Municipal Code, “Administration and Personnel – Mayor Duties,” is hereby amended to read as follows:

2.04.040 – Mayor Duties.

The presiding officer of the Council shall be the Mayor. The presiding officer shall preserve strict order and decorum at all regular and special meetings of the Council. They shall state every question coming before the Council, announce the decision of the Council on all subjects and decide all questions of order, subject, however, to an appeal to the Council, in which event a majority vote of the Council shall govern and conclusively determine such question of order. They shall vote on all questions, their name being called last. They shall sign all ordinances and resolutions adopted by the Council during their presence. They shall handle all publicity to the press and public involving matters under control of the City Council and which have not been delegated to the City Manager. They shall appoint such committees as they deem necessary and

expedient for carrying out the policies of the City. They shall act as local Director of Civil Defense. In the event of the absence of the Mayor or in the event the Mayor is unable to act, the Mayor pro tempore shall serve until the Mayor returns or is able to act. The Mayor pro tempore shall have all of the powers and duties of the Mayor.

SECTION VII:

Section 2.04.170 of the Orange Municipal Code, “Administration and Personnel – Addressing the Council – Permission Required,” is hereby amended to read as follows:

2.04.170 – Addressing the Council – Methods.

- A. Written Communications. Interested parties or their authorized representatives may address the Council by written communications in regard to matters then under discussion.
- B. Oral Communications. Taxpayers or residents of the City, or their authorized legal representatives, may address the Council by oral communications on any matter concerning the City's business, or any matter over which the Council has control; provided, however, that preference shall be given to those persons who may have notified the City Clerk in advance of their desire to speak in order that the same may appear on the meeting minutes of the Council.
- C. Reading of Protests, Etc. Interested persons or their authorized representatives may address the Council by reading of protests, petitions, or communications relating to zoning, sewer and street proceedings, hearings on protests, appeals and petitions, or similar matters, in regard to matters then under consideration.

SECTION VIII:

Section 2.04.190 of the Orange Municipal Code, “Administration and Personnel – Addressing the Council – Manner—Time Limit,” is hereby amended to read as follows:

2.04.190 – Addressing the Council – Manner-Time Limit.

Each person addressing the Council shall step up (to the microphone), may state their name and address in an audible tone of voice for the records, and unless further time is granted by the Council, shall limit their address to two minutes. All remarks shall be addressed to the Council as a body and not to any member thereof. No person, other than the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the Council, without the permission of the presiding officer. No question shall be asked a Council Member except through the presiding officer.

SECTION IX.

Section 2.04.260(B) of the Orange Municipal Code, “Administration and Personnel – Appointment of Hearing Officer by City Council,” is hereby amended to read as follows:

2.04.260 – Appointment of Hearing Officer by City Council.

- B. Any hearing officer so appointed shall hold such hearing within the same time, manner, and notice of such hearing shall be given in the same manner as would otherwise apply had the hearing been held by the City Council.

SECTION X.

Section 2.08.040 of the Orange Municipal Code, “Administration and Personnel – City Council Compensation– Prospective Application,” is hereby amended to read as follows:

2.08.040 – Prospective Application.

Notwithstanding the provisions contained in California Government Code Section 36516.5, salary benefits shall apply to a member of the City Council who begins a new term in office as a member of the City Council after September 10, 2021.

SECTION XI.

Section 2.10.040 of the Orange Municipal Code, “Administration and Personnel – Campaign Reform – Definitions,” is hereby amended to read as follows:

2.10.040 – Definitions.

"Appointed City Official" means any person who is an appointed member of a City Board, Commission or Committee.

"City Candidate" means any person who is or was a candidate for Mayor, member of the City Council, City Clerk or City Treasurer of the City of Orange.

"City Candidate Committee" means the controlled committee of a City Candidate for the office of Mayor, member of the City Council, City Clerk or City Treasurer of the City of Orange.

"Contribution(s)" means money, in kind services, goods, extensions of credit, certain loans or other things of value and as is further defined in the Political Reform Act of 1974 and Title 2, California Code of Regulations, Section 18530.7.

"Elective City Officer" means any person who is Mayor, a member of the City Council, City Clerk, or City Treasurer of the City of Orange, whether appointed or elected.

SECTION XII:

Section 2.11.010 of the Orange Municipal Code, “Administration and Personnel – Electronic Filing – Electronic Filing of Campaign Statements and Statements of Economic Interests,” is hereby amended to read as follows:

2.11.010 – Electronic Filing of Campaign Statements and Statements of Economic Interests.

Any elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 (commencing with Section 84100), except an elected officer, candidate, committee, or other person who receives contributions totaling less than \$2,000.00, and makes expenditures totaling less than \$2,000.00 in a calendar year, shall file those statements, reports, or other documents online or electronically using software specified by the Director of the City Clerk Services.

- A. Any person holding a position listed in Government Code Section 87200 or designated in the City's local conflict of interest code adopted pursuant to Government Code Section 87300, shall file any required Statement of Economic Interest reports (Form 700) online or electronically with the City Clerk.
- B. In any instance in which an original statement, report or other document must be filed with the California Secretary of State and a copy of that statement, report or other document is required to be filed with the City Clerk, the filer may, but is not required to, file the copy electronically.
- C. If the City Clerk's electronic system is not capable of accepting a particular type of statement, report, or other document, an elected officer, candidate, committee or other person shall file that document with the City Clerk in an alternative format.

SECTION XIII:

Section 2.15.020 of the Orange Municipal Code, "Administration and Personnel – Gifts to Public Officials – Definitions," is hereby amended to read as follows:

2.15.020 – Definitions.

For the purposes of this chapter:

- A. "City" means the City of Orange.
- B. "City officer" means every person who is elected or appointed to an office in the City which is specified in Section 87200 of the California Government Code.
- C. "Designated employee" means every employee of the City who is designated in the City's Conflict of Interest Code to file a statement of economic interests and every member of a board or commission under the jurisdiction of the City Council required to file such a statement.
- D. "Doing business with the City" means:
 - 1. Seeking the award of a contract or grant from the City; or

2. Having sought the award of a contract or grant from the City in the past 12 months; or
3. Being engaged as a lobbyist or lobbyist firm, as defined in this section, from the time of such engagement until 12 months after the award of the contract, grant, license (excepting a business license), permit, or other entitlement for use, which was the subject of the engagement; or
4. Having an existing contractual relationship with the City, until 12 months after the contractual obligations of all parties have been completed; or
5. Seeking, actively supporting, or actively opposing the issuance, by the City, of a license (excepting a business license), permit or other entitlement for use, or having done any of these things within the past 12 months.

E. "Gift" shall have the meaning it is defined to have in the California Political Reform Act, Government Code § 82028, as amended, and the regulations issued pursuant to that Act.

The following items shall be deemed to be additional exceptions to the definition of "Gift":

1. Food, beverages, and free admission at any event sponsored by, or for the benefit of, a bona fide educational, academic, or charitable organization, and commemorative gifts from such organizations with a cumulative value of \$50.00 or less during any 12 month period.
2. Food, beverages, and free admission provided by a governmental agency at ceremonial functions commemorating the opening or naming of a public facility.
3. Food and beverage such as coffee, donuts, etc., with a unit value of less than five dollars.
4. Flowers, plants, balloons or similar tokens which are given to express condolences, congratulations, or sympathy for ill health, or to commemorate special occasions, provided that gifts made or received under this exemption shall not exceed a value of \$50.00 from any single source in any calendar year.
5. A prize awarded on the basis of chance in a bona fide competition not related to the official status of the public official.
6. Gifts from any agency of a foreign sovereign nation, provided that such gifts are unconditionally donated by the public official to the City of Orange within 45 days of receipt, and the public official does not claim any tax deduction by virtue of such donation.
7. Hospitality (including food, beverages, or occasional lodging) provided by an individual in his or her home when the individual or a member of the individual's family is present, to a public official.

- F. "Lobbyist" shall mean any individual, including an attorney, who is employed or contracts for consideration, other than reimbursement of reasonable travel expenses, to communicate directly with any City officer or staff member of a City Council member for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the City, or the issuance, by the City, of a license (excepting a business license), permit, or other entitlement for use. An attorney shall not be considered a lobbyist when performing activities which can only be performed by a person admitted to the practice of law.
- G. "Lobbyist firm" shall mean: (1) any business entity, which is employed or contracts for consideration, other than reimbursement of travel expenses, to communicate directly with a City officer or staff member of a City Council Member for the purpose of seeking, actively supporting or actively opposing the award of a contract or grant from the City, or the issuance, by the City, of a license (excepting a business license), permit, or other entitlement for use; or (2) any business entity of which any member or employee is a lobbyist.
- H. "Principal" shall mean any individual or business entity which employs or contracts with a lobbyist or lobbyist firm for any of the purposes stated in Section 2.15.020(F) or Section 2.15.020(G).
- I. An "individual" or "business entity" shall be deemed to be employed or contracting to communicate directly with a City officer, or staff member of a City Council Member, if it is reasonably foreseeable that in the course of employment or in the course of performing the contract the individual, or an employee of the entity, will have communications with any City officer or staff member of a City Council Member outside of any meeting governed by the Ralph M. Brown Act (which is codified in the California Government Code commencing with Section 54950), for the purpose of seeking, actively supporting, or actively opposing the award of a contract or grant from the City, or the issuance, by the City, of a license (excepting a business license), permit, or other entitlement for use.
- J. An "individual lobbyist" who is an officer, partner or employee of his or her principal shall be deemed to be "engaged" within the meaning of this section on the first occasion on which he or she engages in communications described in Section 2.15.020(I). A lobbyist firm, or an individual lobbyist who is not an officer, partner or employee of his or her principal, shall be deemed to be "engaged" within the meaning of this section upon the completion of an agreement, oral or written, to provide the services specified in Section 2.15.020(F) or Section 2.15.020(G).
- K. "Public official" means every City officer and every designated employee.

SECTION XIV:

Section 2.16.020 of the Orange Municipal Code, "Administration and Personnel – City Manager – Duties" and Section 2.16.070 of the Orange Municipal Code, "Administration and Personnel – City Manager – Removal of City Manager," are hereby amended to read as follows:

2.16.020 – Duties.

The City Manager shall be the administrative head of the government of the City under the direction and control of the City Council except as otherwise provided in this chapter. They shall be responsible for the efficient administration of all the affairs of the City which are under their control. In addition to their general powers as administrative head and not as a limitation, it shall be their duty and they shall have the power to:

- A. Appoint competent, qualified officers and employees to the administrative service and to dismiss, suspend and discipline all officers and employees in the administrative service under his or her control; they shall also have the power to authorize a department head, or officer responsible to them, to appoint and remove subordinates serving under that department head or officer; no department head shall be appointed or removed until the City Manager has first reviewed such appointment or removal with the City Council in executive session and received approval for such appointment or removal;
- B. Designate themselves or some other officer or employee to perform the duties of any office or position in the administrative service under his or her control which is vacant or which lacks administration due to the absence or disability of the incumbent;
- C. Prepare and present to the Council an annual report of the City's affairs, including a summary of reports of department heads, and such other reports as the Council shall require. The report may be integrated into the annual budget report;
- D. Assemble estimates of the financial needs and resources of the City for each ensuing year, and prepare a program of activities within the financial power of the City, embodying in it a budget document with proper supporting schedules and analyses;
- E. See that the laws of the State pertaining to the City and all laws and ordinances of the City are duly enforced, and that all franchises, contracts, permits and privileges granted by the City are faithfully observed;
- F. Attend all meetings of the City Council unless excused therefrom by the City Council, except when their removal is under consideration by the City Council;
- G. Recommend to the City Council for adoption such measures and ordinances as they deem necessary or expedient;
- H. Keep the City Council at all times fully advised as to the financial conditions and needs of the City; make such other reports and recommendations as may be desirable or as requested by the City Council;
- I. Purchase or cause to be purchased by some officer designated by them all supplies and equipment for all of the departments or divisions of the City; all purchases and expenditures for purchases shall be made in accordance with procedures established by ordinance;

- J. Provide staff services relating to the development and implementation of programs and plans for economic development and redevelopment activities which stress improving the City's tax base and increasing, improving and preserving the community's supply of low and moderate-income housing;
- K. Administer development projects located in designated redevelopment project areas and affordable housing projects located within the City;
- L. Provide services to developers and investors to assist in facilitating development and the provision of affordable housing or to encourage new development consistent with City goals and objectives;
- M. Exercise any other powers regarding community and economic development which the City Council may desire to delegate subject to such conditions as may be imposed by the City Council; and
- N. Serve in any appointed office within the City government to which they may be qualified when appointed thereto by the City Council, and hold and perform duties thereof at the pleasure of the City Council; perform such other duties and exercise such other powers as may be delegated to them from time to time by ordinance or resolution or other action by the City Council.

2.16.070 – Removal of City Manager.

- A. **Vote Required.** The removal of the City Manager shall be only upon a majority vote of the whole Council in the City in regular Council meeting, subject, however, to the provisions of the next succeeding subsections. In case of the City Manager's intended removal by the City Council, the City Manager shall be furnished with a written notice stating the Council's intention. The effective date of the City Manager's removal shall be as shown upon the written notice.
- B. **Hearing.** Within seven days after the delivery to the City Manager of such notice he or she may, by written notification to the City Clerk, request a hearing before the City Council. Thereafter, the City Council shall fix a time for the hearing which shall be held at its usual meeting place, at which the City Manager shall appear and be heard.
- C. **Discretion of Council.** In removing the City Manager, the City Council shall use its uncontrolled discretion, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing, the purpose of which is to allow the City Manager to present to the City Council his or her grounds of opposition to his or her removal.
- D. **Limitations.** Notwithstanding the provisions of this chapter hereinbefore enumerated, the City Manager shall not be removed from office during or within a period of 90 days next succeeding any general municipal election held in the City at which election a member of the City Council is elected; the purpose of this provision is to allow any newly elected member of the City Council or a reorganized City Council to observe the actions and ability

of the City Manager in the performance of the powers and duties of his or her office. After the expiration of the 90 day period aforementioned, the provisions of §2.16.070 as to the removal of the City Manager shall apply and be effective, except where the City Manager is accused of committing acts of moral turpitude or of violation of any law which would bring disrepute upon his or her office or has committed any acts of dishonesty, the Council may forthwith discharge the City Manager upon a majority vote of the Council without hearing.

SECTION XV:

Section 2.20.060(A) of the Orange Municipal Code, “Administration and Personnel – Administrative Service – Office Hours – Deposit and Payment of Money,” is hereby amended to read as follows:

2.20.060 – Office Hours – Deposit and Payment of Money.

- A. Office Hours. All public offices of the City, with the exception of the Police Department, the Fire Department, the Water Division, and the City Library, shall be closed upon the holidays as follows:
1. Every Saturday;
 2. Every Sunday;
 3. New Year's Day (January 1);
 4. Presidents' Day (third Monday in February);
 5. Memorial Day (last Monday in May);
 6. Independence Day (July 4);
 7. Labor Day (first Monday in September);
 8. Veterans' Day (November 11);
 9. Thanksgiving Day;
 10. Day after Thanksgiving;
 11. One-half day before Christmas, if December 24th falls on a Monday through Thursday;
 12. Christmas Day (December 25);
 13. With the approval of the City Manager, holidays and days of mourning, etc., which are decreed by the Mayor, the Governor of the State, or the President of the United States of America.

SECTION XVI:

Section 2.22.010 of the Orange Municipal Code, “Administration and Personnel – Department of Law – Composition – Duties,” is hereby amended to read as follows:

2.22.010 – Composition – Duties.

The Department of Law shall be supervised by the City Attorney, who is appointed by the City Council. The removal of City Attorney shall be only upon a majority vote of the whole Council of the City at a regular Council meeting; subject, however, to the following provisions: In case of the intended removal by the City Council, the City Attorney shall be furnished with the written notice stating the City Council's intention to remove said City Attorney. The effective date of such removal shall be shown upon the written notice. Within seven days after the delivery to the City Attorney of such notice, said City Attorney may, by written notification to the City Manager, request a hearing by the City Council. Thereafter, the City Council shall choose a time for the hearing which shall be held at its usual meeting place and at which the City Attorney shall appear and be heard. In removing the City Attorney, the City Council shall use its uncontrolled discretion, and its action shall be final and shall not depend upon any particular showing or degree of proof at the hearing; the purpose of which hearing is to allow the City Attorney to present to said City Council the grounds of opposition to such removal. The City Attorney shall enforce all laws and act to protect the interests of the City and shall:

- A. Advise Council. Advise the Council or its committees of any City officer, when thereto requested, upon all legal questions arising in the conduct of City business;
- B. Prepare Ordinances. Prepare or revise ordinances or resolutions when so requested by the Council or any committee thereof. When the City Manager and City Attorney agree there is an emergency situation, prepare ordinances, resolutions or other documents for consideration by the Council;
- C. Give Opinions. Give his or her opinion upon any legal matter or questions submitted to him or her by the Council, or any of its committees, or by any City officer;
- D. Attend Meetings. Attend all Council meetings in their entirety for the purpose of giving the Council any legal advice requested by its members;
- E. Prepare Legal Instruments. Prepare for execution all contracts and instruments to which the City is a party and shall approve, as to form, all bonds required to be submitted to the City;
- F. Prosecute Offenders. When authorized by the Council, prepare all charges and complaints and appear in the appropriate court, in the prosecution of every person charged with the violation of a City ordinance;
- G. Immediate Report of Decision. Immediately report the outcome of any litigation in which the City has an interest to the City Council and City Manager;

- H. Control Legal Services to Council Action. Have charge of all legal services which are provided on behalf of the City and the Council;
- I. Keep Records—Suits. Keep a complete record of all suits in which the City had or has an interest, giving the names of the parties, the court where brought, the nature of the action, the disposition of the case, or its condition if pending, and the briefs of counsel.

SECTION XVII:

Section 2.28 of the Orange Municipal Code, “Department of Records,” is hereby amended to read as follows:

2.28 DEPARTMENT OF CITY CLERK SERVICES.

2.28.010 – Members.

The Department of City Clerk Services shall consist of an elected City Clerk and a Director of City Clerk Services, along with other supporting staff.

2.28.020 – Elected City Clerk – Generally.

- A. The elected City Clerk shall perform those functions required by State law.
- B. The elected City Clerk shall receive as compensation the sum of \$365.00 per month.
- C. The elected City Clerk may, pursuant to State law, appoint a Deputy City Clerk. The Deputy City Clerk shall receive such compensation and expense allowance as the City Council shall from time to time determine, and said compensation and expenses shall be a proper charge against such fund of the City as the City Council shall designate.

2.28.030 – Director of City Clerk Services – Duties.

The Director of City Clerk Services shall be appointed by the City Manager. The Director of City Clerk Services shall perform duties as defined by California statutes and the code. The Director of City Clerk Services shall be responsible for overseeing the Department of City Clerk Services, managing administration, elections, records, and legal compliance. Responsibilities include budget management, personnel oversight, interdepartmental coordination, election planning, records preservation, public communication, and administrative functions.

2.28.040 – Director of City Clerk Services – Removal.

The Director of City Clerk Services shall serve at the pleasure of the City Manager. Unless otherwise provided for by law, the Director of City Clerk Services may be removed at any time, with or without cause, at the sole discretion of the City Manager.

2.28.050 – Director of City Clerk Services – Compensation.

The Director of City Clerk Services shall receive such compensation and expense allowance as the City Council shall from time to time determine and said compensation and expenses shall be a proper charge against such funds of the City as the City Council shall designate.

SECTION XVIII:

Section 2.42.010 of the Orange Municipal Code, “Administration and Personnel – Department of Community Development – Director – Duties,” is hereby amended to read as follows:

2.42.010 – Director of Community Development – Director –Duties.

The Director of Community Development is responsible for the preparation and/or review of all land use plans and the review of all development for conformance with the City's general plans and zoning ordinance. The Director of Community Development is responsible for the preparation of applications and reports for the Community Development Block Grant program and other federal programs that provide funds for public services, public facilities and improvements, and affordable housing activities. The Director of Community Development is responsible for the administration of federal and state assisted programs to increase, improve, and preserve the community's supply of low and moderate-income housing. The functions within the department shall include, but are not limited to:

- A. Advanced planning;
- B. Current planning; and
- C. Building and safety.

2.42.020 – Director of Community Development – Construction.

Section 2.42.020 of the Orange Municipal Code, “Administration and Personnel – Department of Community Development – Construction” is hereby deleted in its entirety.

SECTION XIX:

2.46 DEPARTMENT OF ECONOMIC DEVELOPMENT

Section 2.46 of the Orange Municipal Code, “Administration and Personnel – Department of Economic Development” is hereby deleted in its entirety.

SECTION XX:

Section 2.64.010 of the Orange Municipal Code, “Administration and Personnel – Planning Commission – Created,” is hereby amended to read as follows:

2.64.010 – Planning Commission – Created

There is created a Planning Commission consisting of seven members appointed by the Mayor with the approval of a majority of the City Council. The powers and duties of the Planning Commission shall be defined in §17.08.020(B)(2).

SECTION XXI:

Section 2.72.010 of the Orange Municipal Code, “Administration and Personnel – Public Library – Established,” is hereby amended to read as follows:

2.72.010 – Public Library – Established

A public library is established in the City in accordance with Education Code §18900 et seq. to be operated as provided by state law.

SECTION XXII:

Section 2.76 of the Orange Municipal Code, “Administration and Personnel – Public Employees’ Retirement System” is hereby deleted in its entirety.

SECTION XXIII:

Sections 2.80.010 of the Orange Municipal Code, “Administration and Personnel – Enforcement of the Orange Municipal Code – Code Enforcement Personnel” and 2.80.020 of the Orange Municipal Code, “Administration and Personnel – Enforcement of the Orange Municipal Code – Reinspection Fee,” are hereby amended to read as follows:

2.80.010 - Enforcement of the Orange Municipal Code –Enforcement

The City Manager, City Attorney, Police Chief, Fire Chief, Director of Community Development, Director of Public Works, and Director of Community Services may delegate in writing the Code to a person or person employed by a company contracted to provide enforcement services. A person may have the power and authority, pursuant to California **Penal Code** Section 836.5 or as may be amended, or any other applicable City or state law, including but not limited to investigating violations of the Code, enforcing parking violations, arresting persons, preparing, issuing, delivering to any such arrested person written notice to appear in court, releasing such person from custody upon receiving that person's written promise to appear in court, and issuing citations in lieu of such arrest.

2.80.020 - Enforcement of the Orange Municipal Code – Reinspection Fee.

Each person who has received a notice of violation or citation for violation of any of the applicable provisions of this code and who has failed or refuses to comply with the applicable section(s) of this code within the time and manner specified in such notice of violation or citation, shall pay a

reinspection fee for each inspection conducted by a City code enforcement officer or authorized person when it is determined that the noncompliance still exists. Such fee shall not exceed the estimated cost of the reinspection and shall be in an amount as set forth by resolution of the City Council. Any fees imposed under this section shall be in addition to any fines, fees or other penalties that may be imposed. The amount of any fee(s) imposed shall be deemed a civil debt due and owing to the City that is collectible in any manner allowed by law.

SECTION XXIV:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION XXV:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the 26th day of March, 2024, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2024 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 3.15.

4/9/2024

File #: 24-0180

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorize purchase of sewer equipment parts and inspection camera from CUES, Inc. as the single source vendor.

2. SUMMARY

Authorize purchase of sewer equipment parts and inspection camera to replace aging equipment in the amount of \$77,432 with CUES, Inc.

3. RECOMMENDED ACTION

Approve the purchase of parts and inspection camera for \$77,432 from CUES, Inc. the single source vendor for city sewer equipment.

4. FISCAL IMPACT

The total expenditure for this purchase is \$77,432 and will be funded through equipment replacement in the Sanitation fund 220.5022.55132.0000.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

a: Provide staffing and resources to deliver services that ensure public safety.

Goal 4: Provide outstanding public service

b: Provide facilities and services to meet customer expectations.

6. DISCUSSION AND BACKGROUND

The City has over three hundred miles of sewer lines. A good portion of the system is maintained by an outside contractor and the inspections are performed by city staff. As part of the City's sanitation sewer management plan, it requires routine cleaning and video inspection of the sewer lines in order to mitigate sewer spills and to stay in compliance with the State Water Resources Control Board Order No. 2006-0003-DWQ entitled Statewide General Waste Discharge Requirements for Sanitary Sewer Systems and its Monitoring and Reporting Program amendment WQ 2013-0058-EXEC. In addition, the data gathered during video inspection of the sewer lines is used to identify infrastructure deficiencies and for planning capital improvement projects.

CUES, Inc. is the manufacturer of the City's current support software and closed-circuit television video (CCTV) transporter inspection camera equipment system that is used to inspect and monitor

the quality of the City's sewer system. The CCTV transporter is a critical piece of equipment and is used frequently to comply with the State permit requirements and to identify problematic areas of the sewer system. The current CCTV transporter is over 20 years old, has reached the end of its service life, and has limited replacement parts. The new camera system is an upgrade as it has better technology, such as optimum digital zoom, automatic focus, as well as remote focus, to ensure the best quality video within varying pipe conditions. In addition, it will provide more flexibility to inspect storm drain systems as needed.

The City, in most cases, requires original manufacturer replacement parts and service for its critical equipment. CUES, Inc. provides software and equipment for our current sewer inspection equipment. Staff reached out to two other vendors, and they offered a comparable sewer camera, but it is not compatible with our current software. CUES, Inc.'s cost proposal is fair and reasonable compared to the other vendors, Harton Corp. and Insight Vision, LLC.

To maintain our operations and avoid the significant cost of transitioning to a completely new system, CUES, Inc.'s software, parts, and camera equipment is the single source supplier that can support the City's current sewer monitoring system.

7. ATTACHMENTS

- CUES, Inc. Cost Proposal



Agenda Item

City Council

Item #: 3.15.

4/9/2024

File #: 24-0180

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7. ATTACHMENTS

- CUES, Inc. Cost Proposal

SALES QUOTE

Quote No: T3212

Date:

Page 1 of 2



3600 Rio Vista Avenue, Orlando FL 32805, UNITED STATES
(407)849-0190 E-FAX (407)641-9222

Bill To: ORANGE, CITY OF
300 E. CHAPMAN AVE.
ACCOUNTS PAYABLE DIVISION
ORANGE , CA - 92866-1508
US - UNITED STATES

Ship To: ORANGE, CITY OF
637 WEST STRUCK AVE

ORANGE , CA - 92867-5523
US - UNITED STATES

Payment Terms: Net 30

Contact: JANA ARMSTRONG

Delivery Terms: SHIPPING POINT

Ship Via: FEDEX GROUND

Ship Location: OR101

Line No.	Part Number/Description	Qty	Unit Price	Discount %	Net Price	Ext Price
1	WM360 TRANSPORTER ASSY,CPR,60 VOLT,BRASS	1	22,135.00	0%	22,135.00	22,135.00
2	MZ350 CAMERA ASSY,OZIII-S, EC3044	1	27,350.00	0%	27,350.00	27,350.00
3	WM307-1 KIT,WHEEL,STL,6",CPR/LAMP II,10/12 G	1	2,446.448	0%	2,446.448	2,446.45
4	WM308 KIT,WHEEL,RUBBER,8",CPR/WTR3/LM2	1	1,360.304	0%	1,360.304	1,360.30
5	WS906 KIT,WHEEL,ST,8,PR&SPR2/CPR/WTR3/LM2	1	2,499.289	0%	2,499.289	2,499.29
6	WM310 KIT,WHEEL,RUBBER,10-15,CPR/WTR3/LM2	1	1,402.677	0%	1,402.677	1,402.68
7	WM310-1 KIT,WHEEL,STL,10-15",CPR/WTR3/LM2	1	3,488.686	0%	3,488.686	3,488.69
8	WM312 KIT,WHEEL,PNEUM,12-15",CPR/WTR3/LM2	1	1,762.035	0%	1,762.035	1,762.04
9	WM317-1 KIT,SPACER,6"-15"PIPE,ALUM,CPR&WTR3	1	2,557.887	0%	2,557.887	2,557.89
10	WM330 LIFT ASSY,POWER,CPR	1	8,153.94	0%	8,153.94	8,153.94
11	WM375	1	4,275.00	0%	4,275.00	4,275.00

The goods and/or services to be purchased hereunder are subject to Cues, Inc. Terms and Conditions of Sale found at: <https://cuesinc.com/pages/cues-terms-and-conditions-of-sale>.

SALES QUOTE

Quote No: T3212

Date:

Page 2 of 2



3600 Rio Vista Avenue, Orlando FL 32805, UNITED STATES
(407)849-0190 E-FAX (407)641-9222

Line No.	Part Number/Description	Order Qty	Unit Price	Ext. Price	Discount %	Net Price	Extended
	CAMERA ASY,REARVIEW,CPR/SPR,W/O LFT						
Shipping & Handling along with Sales Tax are subject to change. Acknowledgement Only - Do Not Pay							
Subtotal							77,431.28
Handling							0.00
Tax							0.00
Total							77,431.28

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Agenda Item

City Council

Item #: 3.16.

4/9/2024

File #: 24-0200

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Susan Galvan, Assistant City Manager

1. SUBJECT

Authorize purchase of nine Dell R760 servers from Sidepath, Inc.

2. SUMMARY

Eight of the City's virtual server hosts have reached end of life and are in need of replacement. In addition, the City is adding an additional server to host database services. Three of the servers will be placed in the Police Department (PD) datacenter and six will be placed at the Civic Center datacenter.

3. RECOMMENDED ACTION

1. Approve the purchase of nine Dell R760 servers from Sidepath, Inc. for a total amount of \$327,663.35.
2. Authorize the appropriation of \$62,485.36 from Computer Replacement (790) unreserved fund balance to:
790.1601.56033.20278 Server Refreshes

4. FISCAL IMPACT

The expense for this purchase is \$327,663.35 and will be funded through the Computer Replacement Fund (790):

790.1601.56033.20278 Server Refreshes

Upon approval of this appropriation, the estimated Computer Replacement fund balance at June 30, 2024 will be \$4,689,300.

5. STRATEGIC PLAN GOALS

Goal 4: Provide outstanding public service

c: Enhance technology to improve public accessibility to information and services.

6. DISCUSSION AND BACKGROUND

The City's Information Technology staff recommends the purchase of nine new Dell R760 servers to replace eight end of service life Dell R740 servers. This will replace three VMWare hosts at the Police datacenter and five VMWare hosts at the Civic Center. The new additional server will be used to replace an end of service life physical server that is hosting the City's Microsoft SQL server database

instance. Integrating the database server into the virtual environment will provide much needed resiliency for that critical component. These virtual server hosts allow multiple virtual servers to be run concurrently. Effectively, this replacement facilitates the replacement of most (118 virtual servers) of the City's server infrastructure. The new Dell R760 series of servers will provide both increased computing performance and availability. The servers will be covered by Dell Technologies for five years with mission critical 4-Hour 7x24 on-site service with emergency dispatch.

Sidepath is a preferred partner with Dell Technologies for this region and as such provides the best price for procuring the hardware. Sidepath has provided pricing via a City approved cooperative agreement (NASPO# 23026, State Addendum #7-23-70-55-01). The quoted cost from Sidepath is \$324,419.16 which does not include shipping costs. A 1% contingency of \$3,244.19 is requested to accommodate actual shipping costs, tax variance, and other possible minor contingencies. The cost for the project including contingency is \$327,663.35 and includes five years of maintenance and support.

7. ATTACHMENTS

- Price quote from Sidepath, Inc.



Agenda Item

City Council

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4/9/2024

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Bill To:

City of Orange
Attn: Steven Scardina
300 E. Chapman Avenue
Orange, CA 92866

Phone: (714) 744-2283
Email: sscardina@cityoforange.org

Ship To:

City of Orange
Attn: Steven Scardina
300 E. Chapman Avenue
Orange, CA 92866

Phone: (714) 744-2283
Email: sscardina@cityoforange.org

Qty	Item Code	Description	Unit Price	Ext. Price
NASPO# 23026 State Addendum #7-23-70-55-01				
PowerEdge R760 Server				
9	210-BDZY	PowerEdge R760 Server	\$32,938.30	\$296,444.70
	461-AAIG	Trusted Platform Module 2.0 V3		
	404-BBFB	2.5" Chassis with 8 Universal Drive Slots (SAS/SATA/NVME), Front PERC 11, 2 CPU		
	338-CHSK	Intel Xeon Gold 6434 3.7G, 8C/16T, 16GT/s, 23M Cache, Turbo, HT (195W) DDR5-4800		
	338-CHSK	Intel Xeon Gold 6434 3.7G, 8C/16T, 16GT/s, 23M Cache, Turbo, HT (195W) DDR5-4800		
	379-BDCO	Additional Processor Selected		
	379-BFFD	No HBM		
	412-ABCP	Heatsink for 2 CPU configuration (CPU greater than 165W)		
	370-AAIP	Performance Optimized		
	370-AHCL	4800MT/s RDIMMs		
	780-BCDN	RAID 1		
	405-ABCQ	PERC H355 Controller Front		
	750-ADWP	Front PERC Mechanical Parts, rear load		
	384-BBBL	Performance BIOS Settings		
	800-BBDM	UEFI BIOS Boot Mode with GPT Partition		
	750-ADRE	High Performance Fan x6		
	450-AJHG	Dual, Hot-Plug,Power Supply Redundant (1+1), 1400W, Mixed Mode		
	330-BBXY	Riser Config 2, 2x8 FH Slots (Gen4), 4x8 FH Slots (Gen5), 2x16 LP Slots (Gen4)		
	329-BJLR	Motherboard supports ONLY CPUs below 250W (cannot upgrade to CPUs 250W and above)		
	528-CTID	iDRAC9, Datacenter 16G		
	528-CTZH	OpenManage Enterprise Advanced Plus		

If you have any questions regarding this quotation, please contact:
Patrick Mulvee | (213) 458-7771 | pat@sidepath.com

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No part of this document may be disclosed in any manner to a third party who is not affiliated with the recipient.***

Qty	Item Code	Description	Unit Price	Ext. Price
	540-BCOD	Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0		
	540-BDKD	Broadcom 5720 Dual Port 1GbE Optional LOM		
	470-AEYU	No Cables Required		
	321-BHMY	Dell Luggage Tag		
	325-BEVI	PowerEdge 2U Standard Bezel		
	329-BERC	Assembly BOSS Blank		
	350-BBYW	Quick Sync 2 (At-the-box mgmt)		
	379-BCSG	iDRAC,Legacy Password		
	379-BCQX	iDRAC Service Module (ISM), NOT Installed		
	379-BCQY	iDRAC Group Manager, Disabled		
	611-BBBF	No Operating System		
	605-BBFN	No Media Required		
	770-BDRQ	Cable Management Arm, 2U		
	770-BEKK	ReadyRails Sliding Rails		
	750-ACOM	Fan Foam, HDD 2U		
	631-AACK	No Systems Documentation, No OpenManage DVD Kit		
	340-DCEP	PowerEdge R760 Shipping		
	340-DJQY	PowerEdge R760 Shipping Material		
	343-BBSU	PE R760 No CCC or CE Marking		
	886-5565	ProSupport Plus Mission Critical 7x24 Technical Support and Assistance 5 Years		
	886-5574	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 3 Years		
	886-5576	ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended		
	886-5653	Dell Hardware Limited Warranty Plus On-Site Service		
	951-2015	Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell		
	975-3462	Dell Limited Hardware Warranty Plus Service, Extended Year(s)		
	825-8624	Certified Deployment Partner T2		
	370-AGZR	(16) 64GB RDIMM, 4800MT/s Dual Rank		
	400-AZUT	(2) 480GB SSD SATA Mix Use 6Gbps 5 12 2.5in Hot-plug AG Drive, 3 DWPD		
	450-ACSL	(2) C13 to C14, PDU Style, 10 AMP, 2 Feet (.6m) Power Cord, Argentina		
	540-BBVJ	Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe Low Profile		
	406-BBTM	Emulex LPe35002 Dual Port FC32 Fibre Channel HBA, PCIe Low Profile		
		SubTotal		\$296,444.70
Professional Services				

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Qty	Item Code	Description	Unit Price	Ext. Price
2	SID-PS-PE-IMP-SVR-1-5	New Install: Dell PowerEdge Server Implementation (QTY 1-5 Servers)	\$2,500.00	\$5,000.00
SubTotal				\$5,000.00

Payment Terms from Ship Date: Net 30
Pricing does not include Sales Tax or Shipping/Handling unless specifically stated in quote.
CA Shipments: CA Electronic Waste Recycling (eWaste) Fee will apply to monitors, laptops or tablets.

Product Total	\$301,444.70
Taxes	\$22,974.46
Shipping	\$0.00
Grand Total	\$324,419.16

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by Sidepath's Purchasing Terms and Conditions, which are located at: www.sidepath.com/terms. The Purchasing Terms and Conditions are incorporated herein by reference and available in hard copy upon your request.

Note: Sidepath will collect sales tax for orders shipped to these six states: AZ, CA, MA, NV, TX and WA. For orders shipped outside of these six states, it will be the customer's responsibility to report the tax as Sales & Use Tax.

Please contact me if I can be of further assistance.

THANK YOU FOR YOUR BUSINESS!

Accepted by:_____ Title:_____ Date:_____ PO:_____

If you have any questions regarding this quotation, please contact:
Patrick Mulvee | (213) 458-7771 | pat@sidepath.com

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Agenda Item

City Council

Item #: 3.17.

4/9/2024

File #: 24-0218

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Authorize purchase of nine vehicles from the National Auto Fleet Group for the Orange Police, Public Works, and Community Services Departments using a Cooperative Purchasing Agreement.

2. SUMMARY

Approve request for purchasing nine vehicles from the National Auto Fleet Group and installing equipment from Hi-Standard Automotive, LLC, for the Orange Police, Public Works, and Community Services Departments. The City Council has previously approved the Cooperative Purchasing Agreement as the standard for vehicle procurement.

3. RECOMMENDED ACTION

1. Approve the purchase of nine vehicles from National Auto Fleet Group in the amount of \$616,829.
2. Authorize the purchase and installation of safety equipment from a single source vendor, Hi-Standard Automotive, LLC, for the five Ford Pursuit Explorers in the amount of \$93,233.

4. FISCAL IMPACT

The total expenditure for this purchase is \$710,062, which will be funded through the Vehicle Replacement Fund 720.5023.55212.19999.

5. STRATEGIC PLAN GOALS

Goal 1: Provide for a safe community

- a: Provide staffing and resources to deliver services that ensure public safety.

Goal 2: Be a fiscally healthy community

- a: Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

Staff is proposing the acquisition of nine new vehicles as the aging vehicles have surpassed their optimal service life. The new vehicles will enhance service capabilities and provide advanced safety features, improved fuel efficiency, and enhanced technology.

The City Council previously authorized a Cooperative Purchasing Agreement (CPA) using Sourcewell as a vehicle and equipment procurement standard. This purchase is a continuation of that policy.

Sourcewell contracts are nationally solicited, competitively bid, and awarded. National Auto Fleet was awarded contract No. 091521-NAF for cars, trucks, vans, sports utility vehicles, and others. Through Sourcewell's contract with National Auto Fleet Group, pricing discounts range from 1% to 25.86% across 15 manufacturers, depending on the model. The total savings to the City for this purchase is 4.99% for a combined savings of \$11,867. The total cost for this purchase is \$616,829. The vehicle descriptions are listed below.

Department	Current Year Make & Model	Replacement Vehicle Year Make & Model	Replacement Cost, Including Outfitting
Police	Five 2019 Ford Explorer Pursuits	Five 2025 Ford Explorer Pursuits	\$384,911
Police	2001 Crown Victoria	2024 Dodge Durango	\$46,824
Public Works	2003 Ford F150	2024 Ford F150	\$40,837
Public Works	2002 Ford F450	2024 Ford F550	\$168,767
Community Services	2010 Ford F250	2024 Ford F250	\$68,723
	Total:		\$710,062

Emergency vehicles are vital for our community's safety, and reliability is crucial for prompt emergency response. In certain instances, a single-source purchase is the most efficient way to obtain the necessary components for safety vehicles. Hi Standard Automotive, LLC is a reputable vendor offering high-quality yet cost-effective parts and have demonstrated a proven track record in servicing emergency vehicles. The total cost to equip and install safety components on five pursuit units is \$93,233.

7. ATTACHMENTS

- Bids are available for review at the Purchasing Division



Agenda Item

City Council

Item #: 3.17.

4/9/2024

File #: 24-0218

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THRU: Tom Kisela, City Manager

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- a: Provide staffing and resources to deliver services that ensure public safety.

Goal 2: Be a fiscally healthy community

- a: Expend fiscal resources responsibly.

6. DISCUSSION AND BACKGROUND

Staff is proposing the acquisition of nine new vehicles as the aging vehicles have surpassed their optimal service life. The new vehicles will enhance service capabilities and provide advanced safety features, improved fuel efficiency, and enhanced technology.

The City Council previously authorized a Cooperative Purchasing Agreement (CPA) using Sourcewell as a vehicle and equipment procurement standard. This purchase is a continuation of that policy.

Sourcewell contracts are nationally solicited, competitively bid, and awarded. National Auto Fleet was awarded contract No. 091521-NAF for cars, trucks, vans, sports utility vehicles, and others. Through Sourcewell's contract with National Auto Fleet Group, pricing discounts range from 1% to 25.86% across 15 manufacturers, depending on the model. The total savings to the City for this purchase is 4.99% for a combined savings of \$11,867. The total cost for this purchase is \$616,829. The vehicle descriptions are listed below.

Department	Current Year Make & Model	Replacement Vehicle Year Make & Model	Replacement Cost, Including Outfitting
Police	Five 2019 Ford Explorer Pursuits	Five 2025 Ford Explorer Pursuits	\$384,911
Police	2001 Crown Victoria	2024 Dodge Durango	\$46,824
Public Works	2003 Ford F150	2024 Ford F150	\$40,837
Public Works	2002 Ford F450	2024 Ford F550	\$168,767
Community Services	2010 Ford F250	2024 Ford F250	\$68,723
	Total:		\$710,062

Emergency vehicles are vital for our community's safety, and reliability is crucial for prompt emergency response. In certain instances, a single-source purchase is the most efficient way to obtain the necessary components for safety vehicles. Hi Standard Automotive, LLC is a reputable vendor offering high-quality yet cost-effective parts and have demonstrated a proven track record in servicing emergency vehicles. The total cost to equip and install safety components on five pursuit units is \$93,233.

7. ATTACHMENTS

- Bids are available for review at the Purchasing Division



Agenda Item

City Council

Item #: 3.18.

4/9/2024

File #: 24-0226

TO: Honorable Mayor and Members of the City Council

FROM: Tom Kisela, City Manager

1. SUBJECT

Authorize Pivotal Strategies to use the City of Orange name, official seal, logos, or any abbreviation of them for all public education and outreach materials/content.

2. SUMMARY

On March 12, 2024, the Orange City Council approved a professional services agreement with Pivotal Strategies to assist with public education and outreach. Orange Municipal Code Chapter 1.12 requires City Council permission before the City of Orange name, official seal, logos, or any abbreviation of them can be utilized.

3. RECOMMENDED ACTION

Authorize Pivotal Strategies to use the City of Orange name, official seal, logo, or any abbreviation of them for all public education and outreach materials/content pursuant to Orange Municipal Code Chapter 1.12.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 4: Provide Outstanding Public Service

- e. Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

On March 12, 2024, the Orange City Council approved a professional services agreement with Pivotal Strategies to help with public education and outreach. A part of this agreement includes Pivotal Strategies creating educational/outreach materials and content that will be distributed through a variety of means upon City review and approval. To ensure the public has confidence this material is from the City of Orange, staff intends to use the City of Orange's name, official seal, logo, or any abbreviation of them.

Orange Municipal Code Chapter 1.12 requires the City Council to approve the use of the City of Orange's name, official seal, logo, or any abbreviation of them. Therefore, staff recommends the City Council authorize Pivotal Strategies to use the City of Orange name, official seal, logo, or any abbreviation of them.

7. ATTACHMENTS

- Orange Municipal Code Chapter 1.12



Agenda Item

City Council

Item #: 3.18.

4/9/2024

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3. RECOMMENDED ACTION

Authorize Pivotal Strategies to use the City of Orange name, official seal, logo, or any abbreviation of them for all public education and outreach materials/content pursuant to Orange Municipal Code Chapter 1.12.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 4: Provide Outstanding Public Service

- e. Obtain, implement, and evaluate public input into our services and programs.

6. DISCUSSION AND BACKGROUND

On March 12, 2024, the Orange City Council approved a professional services agreement with Pivotal Strategies to help with public education and outreach. A part of this agreement includes Pivotal Strategies creating educational/outreach materials and content that will be distributed through a variety of means upon City review and approval. To ensure the public has confidence this material is from the City of Orange, staff intends to use the City of Orange's name, official seal, logo, or any abbreviation of them.

Orange Municipal Code Chapter 1.12 requires the City Council to approve the use of the City of Orange's name, official seal, logo, or any abbreviation of them. Therefore, staff recommends the City Council authorize Pivotal Strategies to use the City of Orange name, official seal, logo, or any abbreviation of them.

7. ATTACHMENTS

- Orange Municipal Code Chapter 1.12

CHAPTER 1.12
CITY NAME, SEAL AND LOGOS

§ 1.12.010. Property of City.

The name "City of Orange," the official City seal, and any logos adopted and maintained by the City are the property of the City. No person shall, without permission of the City Council, use the City name, seal or logos, or any abbreviation of them, or any name of which these words, seal or logos are a part in any of the following ways:

- A. To designate any business, social, political, religious, or other organization, including, but not limited to, any corporation, firm, partnership, association, group, activity or enterprise;
- B. To imply, indicate or otherwise suggest that any organization, or any product or service of the organization is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by the City or the City Council;
- C. To display, advertise, or announce these names publicly at or in connection with any meeting, assembly, or demonstration, or any propaganda, advertising or promotional activity of any kind which has for its purpose or any part of its purpose the support, endorsement, advancement, opposition or defeat of any strike, lockout, or boycott or of any political, religious, sociological, or economic movement, activity or program.

(Ord. 28-99)

§ 1.12.020. Other Authorized Uses.

Nothing in this chapter shall interfere with or restrict the right of any person to make a true and accurate statement in the course of stating his or her experience or qualifications for any academic, governmental, business, or professional credit or enrollment, or in connection with any academic, governmental, professional or other employment whatsoever.

(Ord. 28-99)



Agenda Item

City Council

Item #: 3.19.

4/9/2024

File #: 24-0197

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

1. SUBJECT

Designation of April 26, 2024, as Arbor Day. Resolution No. 11535.

2. SUMMARY

Adoption of Resolution No. 11535 will designate April 26, 2024, as Arbor Day in the City of Orange.

3. RECOMMENDED ACTION

Adopt Resolution No. 11535. A Resolution of the City Council of the City of Orange designating April 26, 2024, as Arbor Day.

4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community

a: Renovate, maintain, develop, and/or expand public use places and spaces.

Goal 3: Enhance and promote quality of life in the community

b: Deliver high quality and safe recreational, social, environmental, educational and cultural services.

6. DISCUSSION AND BACKGROUND

The City of Orange has been performing Arbor Day Events for over 30 years. Our city has been named a Tree City USA by the Arbor Day Foundation for 35 consecutive years. An annual observance of Arbor Day is a requirement for maintaining the City of Orange as a Tree City USA. The Arbor Day plantings allow us to beautify neighborhoods with the involvement of the community by planting hundreds of trees. Arbor Day is a fantastic opportunity to involve the community in the appreciation of trees. The interaction with community members and trees results in a connection with nature and a caring for important green infrastructure. This connection oftentimes spreads to other community members following an event. The direct involvement with this event is not only an opportunity to bring the community together, but also instills a sense of ownership and care for trees. This is especially important with the involvement of the younger volunteers who often have yet to develop an appreciation for trees prior to such an event.

The observation of Arbor Day and community planting event will be on Saturday, April 27, 2024.

Volunteers from the community will be planting nineteen 15-gallon Engelmann Oak trees. Planting will be in parkways at Walnut Avenue and Milford Road, Walnut Avenue and Wayfield Street, and at Handy Street and Palm Avenue near the Santiago Creek trail entrance. The trees are being donated for the event by West Coast Arborists. Participation in an Arbor Day event is required as part of the annual certification for Tree City USA.

7. ATTACHMENTS

- Resolution No. 11535
- Arbor Day Planting Map



Agenda Item

City Council

Item #: 3.19.

4/9/2024

File #: 24-0197

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Christopher Cash, Public Works Director

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2. SUMMARY

Adoption of Resolution No. 11535 will designate April 26, 2024, as Arbor Day in the City of Orange.

3. RECOMMENDED ACTION

Adopt Resolution No. 11535. A Resolution of the City Council of the City of Orange designating April 26, 2024, as Arbor Day.

4. FISCAL IMPACT

None

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community

a: Renovate, maintain, develop, and/or expand public use places and spaces.

Goal 3: Enhance and promote quality of life in the community

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The City of Orange has been performing Arbor Day Events for over 30 years. Our city has been named a Tree City USA by the Arbor Day Foundation for 35 consecutive years. An annual observance of Arbor Day is a requirement for maintaining the City of Orange as a Tree City USA. The Arbor Day plantings allow us to beautify neighborhoods with the involvement of the community by planting hundreds of trees. Arbor Day is a fantastic opportunity to involve the community in the appreciation of trees. The interaction with community members and trees results in a connection with nature and a caring for important green infrastructure. This connection oftentimes spreads to other community members following an event. The direct involvement with this event is not only an opportunity to bring the community together, but also instills a sense of ownership and care for trees. This is especially important with the involvement of the younger volunteers who often have yet to develop an appreciation for trees prior to such an event.

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7. ATTACHMENTS

- Resolution No. 11535
- Arbor Day Planting Map

RESOLUTION NO. 11535

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF ORANGE DESIGNATING
APRIL 26, 2024 AS ARBOR DAY**

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and this special day, called “Arbor Day” was first observed with the planting of more than one million trees in Nebraska. This day is now observed throughout the nation and the world; and

WHEREAS, participating in Arbor Day events promotes the development of civic pride, a sense of community, highlights the importance of planting and caring for trees; and

WHEREAS, trees are living green infrastructure, which produce oxygen, clean the air of pollutants, sequester carbon, help manage storm water; provide essential habitat for wildlife; and

WHEREAS, trees in our City increase property values, and enhance economic vitality of business areas.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Orange as follows:

1. That the foregoing recitals are incorporated in and made part of this resolution by reference;
2. That the City Council does hereby designate Friday, April 26, 2024 as Arbor Day within the City of Orange.

ADOPTED this ____ day of _____, 2024

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2024 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

Area 3: E Walnut
at Wayfield
(ROW)

Area 2: E Walnut
@ Milford
(ROW)

Area 1: E Palm
@ Handy
(Parkways)



Agenda Item

City Council

Item #: 3.20.

4/9/2024

File #: 24-0227

TO: Honorable Mayor and Members of the City Council

FROM: Tom Kisela, City Manager

1. SUBJECT

Resolution establishing criteria and meeting information for the Audit Advisory Committee and Investment Advisory Committee. Resolution No. 11536.

2. SUMMARY

Resolution No. 11536 establishes the number of committee members, member qualifications, purposes/duties, compensation, and meeting dates for the newly formed Audit Advisory Committee and Investment Advisory Committee.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11536. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11505 and re-establishing the number of members, qualifications for membership, purpose, compensation, and meeting information for specified city boards, committees, and commissions.
2. Direct the City Clerk to post a Notice of Vacancy for the newly created positions pursuant to the Maddy Act, Government Code Section 54974.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in the Community.

- a. Renovate, maintain, develop, and/or expand public uses places and spaces.
- b. Deliver high quality and safe recreational, educational, and cultural services.

6. DISCUSSION AND BACKGROUND

On April 12, 2022, the Orange City Council adopted Resolution No. 11387. The resolution combined the Audit Committee and Investment Advisory Committee, creating the Investment and Audit Committee.

On February 27, 2024, and March 12, 2024, the Orange City Council approved Resolution No. 11522 and First and Second reading of Ordinance Nos. 01-24, 02-24, and 03-24. Collectively, the resolution and three ordinances eliminated the Investment and Audit Committee, made changes to the Orange Municipal Code, and created the Audit Advisory Committee and Investment Advisory Committee (Committees).

To establish the Committees' meeting dates, qualifications, compensation, and number of members

(both voting and non-voting), it is recommended the City Council adopt Resolution No. 11536.

7. ATTACHMENTS

- Resolution No. 11536



Agenda Item

City Council

Item #: 3.20.

4/9/2024

File #: 24-0227

TO: Honorable Mayor and Members of the City Council

FROM: Tom Kisela, City Manager

1. SUBJECT

Resolution establishing criteria and meeting information for the Audit Advisory Committee and Investment Advisory Committee. Resolution No. 11536.

2. SUMMARY

Resolution No. 11536 establishes the number of committee members, member qualifications, purposes/duties, compensation, and meeting dates for the newly formed Audit Advisory Committee and Investment Advisory Committee.

3. RECOMMENDED ACTION

1. Adopt Resolution No. 11536. A Resolution of the City Council of the City of Orange rescinding Resolution No. 11505 and re-establishing the number of members, qualifications for membership, purpose, compensation, and meeting information for specified city boards, committees, and commissions.
2. Direct the City Clerk to post a Notice of Vacancy for the newly created positions pursuant to the Maddy Act, Government Code Section 54974.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in the Community.

- a. Renovate, maintain, develop, and/or expand public uses places and spaces.
- b. Deliver high quality and safe recreational, educational, and cultural services.

6. DISCUSSION AND BACKGROUND

On April 12, 2022, the Orange City Council adopted Resolution No. 11387. The resolution combined the Audit Committee and Investment Advisory Committee, creating the Investment and Audit Committee.

On February 27, 2024, and March 12, 2024, the Orange City Council approved Resolution No. 11522 and First and Second reading of Ordinance Nos. 01-24, 02-24, and 03-24. Collectively, the resolution and three ordinances eliminated the Investment and Audit Committee, made changes to the Orange Municipal Code, and created the Audit Advisory Committee and Investment Advisory Committee (Committees).

To establish the Committees' meeting dates, qualifications, compensation, and number of members

(both voting and non-voting), it is recommended the City Council adopt Resolution No. 11536.

7. ATTACHMENTS

- Resolution No. 11536

RESOLUTION NO. 11536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE RESCINDING RESOLUTION NO. 11505 AND RE-ESTABLISHING THE NUMBER OF MEMBERS, QUALIFICATIONS FOR MEMBERSHIP, PURPOSE, COMPENSATION AND MEETING INFORMATION FOR SPECIFIED CITY BOARDS, COMMITTEES AND COMMISSIONS.

WHEREAS, on February 27, 2024 and March 12, 2024, the Orange City Council adopted Resolution No. 11522 and approved the first and second reading of Ordinance Nos. 01-24, 02-24, and 03-24; and

WHEREAS, the resolution and three ordinances eliminated the Investment and Audit Committee and made necessary changes to the Orange Municipal Code to create two independent committees – the Investment Advisory Committee and Audit Advisory Committee; and

WHEREAS, the City Council of the City of Orange creates boards, committees, and commissions and appoints members thereof to assist in carrying out the City’s business and to further the public interest; and

WHEREAS, the City Council of the City of Orange desires to set the criteria and meeting times of the Investment Advisory Committee and Audit Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Orange as follows:

- That Resolution No. 11505 is hereby repealed in its entirety.
- The criteria for the Investment Advisory Committee and Audit Advisory Committee along with the remaining boards, committees, and commissions shall be as set forth in Exhibit A.

ADOPTED this ____ day of _____, 2024

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2024 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

EXHIBIT A

QUALIFICATIONS FOR CITY COUNCIL CREATED BOARDS, COMMITTEES AND COMMISSIONS

1. Audit Advisory Committee

- Number: The Committee shall consist of seven voting members. The City Treasurer and Finance Director or their designee shall serve as advisory non-voting members.
- Term: Two years.
- Qualifications: Members shall have their primary residence or primary place of employment in the City. In addition, business-related experience and/or a designation of Certified Public Accountant (CPA) is desirable. The qualifications of the applicants for the voting members will be reviewed by the Finance Director and subsequently approved by the Mayor. No member of the Committee shall be financially interested in any contract, or otherwise conduct any business with any member of the City Council, the City Manager, the Finance Director, the City Treasurer, or the City or any of its agencies, either on an individual basis or as a partner, major shareholder, member, or employee of any firm.
- Purpose: As set forth in Section 2.50.010 of the Orange Municipal Code.
- Duties: As set forth in Section 2.50.020 of the Orange Municipal Code.
- Compensation: None.
- Meeting Dates and Location: The 1st Thursday of February (Planning Meeting) and October (Exit Conference Meeting), convening at 5:30 p.m. in the Weimer Room.

2. Community Development Block Grant Program Committee

- Number: The Committee shall consist of seven members.
- Term: Two years.
- Qualifications: Members shall have their primary residence in the City. Members shall show an interest in and knowledge of housing and community development issues, especially as they relate to affordable housing and public service for residents of low and moderate income.
- Purpose: To provide a public engagement process in the allocation of CDBG funds as required by 24 C.F.R. Part 91.105
- Duties: As set forth in the CDBG Program Policies and Procedures Manual maintained by the City.
- Compensation: None.
- Meeting Dates and Location: The 2nd Thursday of February and March convening at 6:00 p.m. in the Weimer Room. If such date is a legal holiday observed by the City, the meeting shall be held the following day.

3. Design Review Committee

- **Number:** The Committee shall consist of seven members.
- **Term:** Four years.
- **Qualifications:** Members shall have their primary residence or primary place of employment in the City. Members shall be qualified to analyze and interpret architectural and site planning information, and shall include, but not be limited to, licensed landscape architects, architects, urban planners, engineers and licensed general contractors. At least two members shall have professional experience in urban planning, architectural history or historic preservation and possess a general knowledge of architecture in the City's Historic Districts.
- **Purpose:** As set forth in Section 17.08.020.D of the Orange Municipal Code.
- **Duties:** As set forth in Section 17.08.020.D of the Orange Municipal Code.
- **Compensation:** \$50 per meeting attended with a maximum of \$200 per month.
- **Meeting Dates and Location:** The 1st and 3rd Wednesday of each month convening at 5:30 p.m. in the City Council Chamber. If such date is a legal holiday observed by the City, the meeting shall be held the following day.

4. Investment Advisory Committee

- **Number:** The Committee shall consist of seven voting members. The City Treasurer and Finance Director or their designee shall serve as advisory non-voting members.
- **Term:** Two years.
- **Qualifications:** Members shall have their primary residence or primary place of employment in the City. In addition, they must have demonstrated managerial experience of no less than five years in one or more of the following areas: investment banking, investment brokerage and sales, investment management, financial management and planning, or commercial banking. The qualifications of the applicants for voting members will be reviewed by the Finance Director and subsequently approved by the Mayor. No member of the Committee shall be financially interested in any contract, or otherwise conduct any business with any member of the City Council, the City Manager, the Finance Director, the City Treasurer, or the City or any of its agencies, either on an individual basis or as a partner, major shareholder, member, or employee of any firm.
- **Purpose:** As set forth in Section 2.51.010 of the Orange Municipal Code.
- **Duties:** As set forth in Section 2.51.020 of the Orange Municipal Code.
- **Compensation:** None.
- **Meeting Dates and Location:** The 4th Wednesday of January, April, July, and October, convening at 5:30 p.m. in the Weimer Room.

5. Park Planning and Community Events Commission

- **Number:** The Commission shall consist of seven members.
- **Term:** Four years.
- **Qualifications:** Members shall have their primary residence in the City. Members shall have knowledge of sports complexes and/or park development, and knowledge of City-sponsored events.

- Purpose: As set forth in Chapter 2.60 of the Orange Municipal Code.
- Duties: As set forth in Chapter 2.60 of the Orange Municipal Code.
- Compensation: None.
- Meeting Dates and Location: The 3rd Tuesday of January, March, May, July, September, and October and convening at 5:30 p.m. in the City Council Chamber. If such date is a legal holiday observed by the City, the meeting shall be held the following Thursday.

6. Planning Commission

- Number: The Commission shall consist of seven members.
- Term: Four years.
- Qualifications: Members shall have their primary residence in the City. Members shall have general knowledge of land use and development.
- Purpose: As set forth in Section 17.08.020.B
- Duties: Duties are set forth in Section 17.08.020 of the Orange Municipal Code.
- Compensation: \$60 per meeting attended with a maximum of \$240 per month.
- Meeting Dates and Location: The 1st and 3rd Monday of each month convening at 5:30 p.m. in the City Council Chamber. If such date is a legal holiday observed by the City, the meeting shall be held the following Thursday.

7. Traffic Commission

- Number: The Commission shall consist of seven members.
- Term: Four years.
- Qualifications: Members shall have their primary residence in the City. The Chief of Police or designee and the City Traffic Engineer or designee, shall be non-voting members of the Commission.
- Purpose: As set forth in Chapter 10.06 of the Orange Municipal Code.
- Duties: As set forth in Chapter 10.06 of the Orange Municipal Code.
- Compensation: None. Reimbursement for incidental expenses allowed.
- Meeting Dates and Location: The 2nd Wednesday of February, April, June, August, October, and December, convening at 5:30 p.m. in the City Council Chamber. If such date is a legal holiday observed by the City, the meeting shall be held the following day.

8. Santiago Creek Commission

- Number: The Commission shall consist of seven members.
- Term: Four years.
- Qualifications: Members shall have their primary residence in the City. Members shall have general knowledge of the Santiago Creek Area.
- Purpose: As set forth in Chapter 2.62 of the Orange Municipal Code.
- Duties: As set forth in Chapter 2.62 of the Orange Municipal Code.
- Compensation: None.

- Meeting Dates and Location: The 4th Wednesday of January, April, July, and October, convening at 5:30 p.m. in the City Council Chamber. If such date is a legal holiday observed by the City, the meeting shall be held the following day.



Agenda Item

City Council

Item #: 7.1.

4/9/2024

File #: 24-0072

TO: Honorable Mayor and Members of the City Council

FROM: Tom Kisela, City Manager

1. SUBJECT

Consideration of a City Council resolution memorializing the Orange City Council's desire to reform Proposition 47.

2. SUMMARY

Resolution No. 11537 memorializes the Orange City Council's desire to reform Proposition 47.

3. RECOMMENDED ACTION

1. Receive and file an analysis on Proposition 47, The Homelessness, Drug Addiction, and Theft Reduction Act, as well as related pieces of legislation from Townsend Public Affairs.
2. Consider the adoption of Resolution No. 11537. A Resolution of the City Council of the City of Orange, California, supporting Proposition 47 reform.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in the Community

- e. Develop and strengthen collaborative partnerships to enhance and promote quality of life programs, projects, and services.

6. DISCUSSION AND BACKGROUND

On March 12, 2024, the Orange City Council directed staff to bring back an item memorializing the Orange City Council's opposition to Proposition 47. Provided is a summary of Proposition 47.

Proposition 47 - November 4, 2014 General Election

California voters approved Proposition 47 - Criminal Sentences. Misdemeanor Penalties. Initiative Statute (Prop. 47) at the November 4, 2014, General Election with 59.6% in favor and 40.4% not in favor.

Prop. 47 classified certain crimes as misdemeanors instead of felonies unless the defendant had prior convictions for murder, rape, certain sex offenses, or certain gun crimes. Affected crimes include:

- Shoplifting, where the value of property stolen does not exceed \$950.

- Grand theft, where the value of the stolen property does not exceed \$950.
- Receiving stolen property, where the value of the property does not exceed \$950.
- Forgery, where the value of a forged check, bond or bill does not exceed \$950.
- Fraud, where the value of the fraudulent check, draft or order does not exceed \$950.
- Writing a bad check, where the value of the check does not exceed \$950.
- Personal use of most illegal drugs.

Additionally, Prop. 47 also implemented the following:

- Permitted re-sentencing for those serving a prison sentence for any of the offenses that the initiative reduced to misdemeanors.
- Required criminal history review and risk assessment before re-sentencing to ensure the individual does not pose a risk to the public.
- Created a Safe Neighborhoods and Schools Fund.
- Distributed funds from the Safe Neighborhoods and Schools Fund as follows: 25% to the Department of Education, 10% to the Victim Compensation and Government Claims Board, and 65% to the Board of State and Community Correction.

This November will be the 10th year since Prop. 47 was approved. In January 2024, the Public Policy Institute of California (PPIC) - a nonprofit and nonpartisan thinktank - provided testimony to the Little Hoover Commission - an independent state oversight agency. The testimony demonstrated changes in shoplifting and commercial burglary levels prior to, and after 2014. PPIC reported that while shoplifting has varied across the state, increases in commercial burglary are more widespread with Orange County experiencing a 98% increase since 2014. Attached is the PPIC report for reference.

Current efforts to amend Prop. 47 include Assembly Bill 1787 (Villapudua) and “The Homelessness, Drug Addiction, and Theft Reduction Act” initiative that is currently gathering signatures (For reference, summaries, and proposed language for both are attached to this report). The draft resolution memorializes the City Council’s desire to reform Prop. 47 through ballot initiatives and legislative vehicles to place future measures on the ballot.

7. ATTACHMENTS

- Resolution No. 11537
- Public Policy Institute of California Retail Theft in California Testimony
- Assembly Bill 1787 Summary (as of March 18, 2024)
- The Homelessness, Drug Addiction, and Theft Reduction Act



Agenda Item

City Council

Item #: 7.1.

4/9/2024

File #: 24-0072

TO: Honorable Mayor and Members of the City Council

FROM: Tom Kisela, City Manager

1. SUBJECT

Consideration of a City Council resolution memorializing the Orange City Council's desire to reform Proposition 47.

2. SUMMARY

Resolution No. 11537 memorializes the Orange City Council's desire to reform Proposition 47.

3. RECOMMENDED ACTION

1. Receive and file an analysis on Proposition 47, The Homelessness, Drug Addiction, and Theft Reduction Act, as well as related pieces of legislation from Townsend Public Affairs.
2. Consider the adoption of Resolution No. 11537. A Resolution of the City Council of the City of Orange, California, supporting Proposition 47 reform.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and Promote Quality of Life in the Community

- e. Develop and strengthen collaborative partnerships to enhance and promote quality of life programs, projects, and services.

6. DISCUSSION AND BACKGROUND

On March 12, 2024, the Orange City Council directed staff to bring back an item memorializing the Orange City Council's opposition to Proposition 47. Provided is a summary of Proposition 47.

Proposition 47 - November 4, 2014 General Election

California voters approved Proposition 47 - Criminal Sentences. Misdemeanor Penalties. Initiative Statute (Prop. 47) at the November 4, 2014, General Election with 59.6% in favor and 40.4% not in favor.

Prop. 47 classified certain crimes as misdemeanors instead of felonies unless the defendant had prior convictions for murder, rape, certain sex offenses, or certain gun crimes. Affected crimes include:

- Shoplifting, where the value of property stolen does not exceed \$950.

- Grand theft, where the value of the stolen property does not exceed \$950.
- Receiving stolen property, where the value of the property does not exceed \$950.
- Forgery, where the value of a forged check, bond or bill does not exceed \$950.
- Fraud, where the value of the fraudulent check, draft or order does not exceed \$950.
- Writing a bad check, where the value of the check does not exceed \$950.
- Personal use of most illegal drugs.

Additionally, Prop. 47 also implemented the following:

- Permitted re-sentencing for those serving a prison sentence for any of the offenses that the initiative reduced to misdemeanors.
- Required criminal history review and risk assessment before re-sentencing to ensure the individual does not pose a risk to the public.
- Created a Safe Neighborhoods and Schools Fund.
- Distributed funds from the Safe Neighborhoods and Schools Fund as follows: 25% to the Department of Education, 10% to the Victim Compensation and Government Claims Board, and 65% to the Board of State and Community Correction.

This November will be the 10th year since Prop. 47 was approved. In January 2024, the Public Policy Institute of California (PPIC) - a nonprofit and nonpartisan thinktank - provided testimony to the Little Hoover Commission - an independent state oversight agency. The testimony demonstrated changes in shoplifting and commercial burglary levels prior to, and after 2014. PPIC reported that while shoplifting has varied across the state, increases in commercial burglary are more widespread with Orange County experiencing a 98% increase since 2014. Attached is the PPIC report for reference.

Current efforts to amend Prop. 47 include Assembly Bill 1787 (Villapudua) and “The Homelessness, Drug Addiction, and Theft Reduction Act” initiative that is currently gathering signatures (For reference, summaries, and proposed language for both are attached to this report). The draft resolution memorializes the City Council’s desire to reform Prop. 47 through ballot initiatives and legislative vehicles to place future measures on the ballot.

7. ATTACHMENTS

- Resolution No. 11537
- Public Policy Institute of California Retail Theft in California Testimony
- Assembly Bill 1787 Summary (as of March 18, 2024)
- The Homelessness, Drug Addiction, and Theft Reduction Act

RESOLUTION NO. 11537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ORANGE, CALIFORNIA, SUPPORTING PROPOSITION 47 REFORM

WHEREAS, on November 4, 2014, California voters approved Proposition 47 – Criminal Sentences. Misdemeanor Penalties. Initiative Statute (Proposition 47); and

WHEREAS, Proposition 47 reduced many nonviolent property and drug crimes from felonies to misdemeanors – including theft and fraud \$950 or less; and

WHEREAS, since 2014, research shows that commercial burglary has increased statewide by 16% between 2019 and 2022, and is 15% above the 2014 rate; and

WHEREAS, in Orange County alone, commercial burglary has increased by 98% since 2014; and

WHEREAS, the Orange City Council recognizes Proposition 47 has led to unintended consequences; and

WHEREAS, The Homelessness, Drug Addiction, and Theft Reduction Act (Act) is currently gathering signatures to appear on the November 2024 ballot; and

WHEREAS, The Homelessness, Drug Addiction, and Theft Reduction Act, in addition to solutions to reduce homelessness through drug and mental health treatment, will increase penalties for people who repeatedly engage in theft; and

WHEREAS, the Act will add new laws to address the increasing problem of "smash and grab" thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

NOW, THEREFORE, the City Council of the City of Orange resolves as follows:

Section 1: The Orange City Council supports The Homelessness, Drug Addiction, and Theft Reduction Act.

Section 2: The Orange City Council supports legislation seeking to place a measure on a future ballot to reform Proposition 47.

Section 3: This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting the resolution.

ADOPTED this ____ day of _____, 2024

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Resolution was duly and regularly adopted by the City Council of the City of Orange at a regular meeting thereof held on the ____ day of _____, 2024 by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



BLOG POST · JANUARY 25, 2024

Testimony: Retail Theft in California

Magnus Lofstrom

PPIC policy director and senior fellow Magnus Lofstrom testified before the Little Hoover Commission on January 25, 2024. Here are his prepared remarks.

Thank you for the opportunity to testify this morning. My name is Magnus Lofstrom, and I am a policy director of criminal justice and senior fellow at the Public Policy Institute of California (PPIC). PPIC is an independent, nonpartisan policy research organization; it does not take positions on legislation. My comments on retail theft draw on PPIC's extensive research on crime in California, including the impact of criminal justice reforms.

Recent trends in retail theft vary across the state and by type of offense—but the data indicate a rise in shoplifting, especially in the Bay Area, and a broader rise in commercial burglary among urban counties. Concentration of increased retail theft in some areas, and likely underreporting of lower value incidents, plausibly contribute to differences in how retailers and residents perceive the problem of retail theft. To more accurately assess the magnitude of the challenges and identify effective solutions, more comprehensive data are needed.

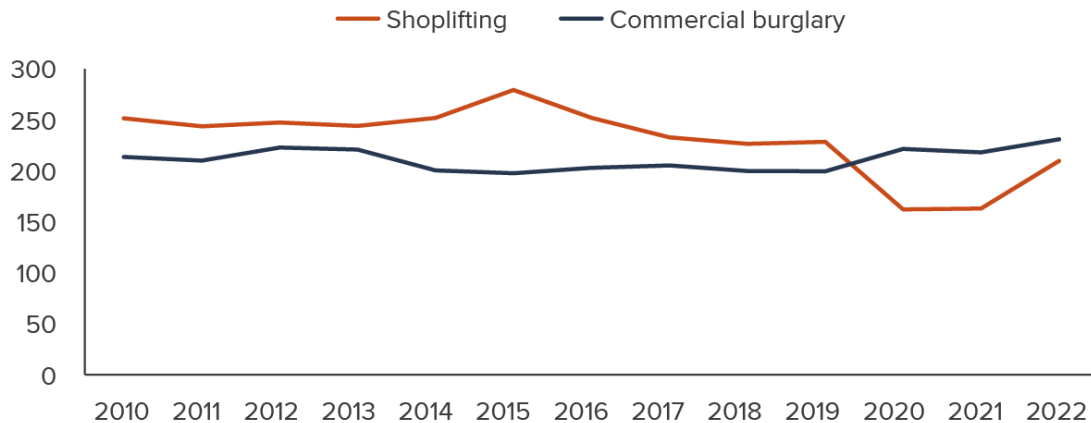
While not without limitation, currently available data from the California Department of Justice (CADOJ) can inform our policy discussions about retail theft. It is important not to limit analyses of retail theft to shoplifting, especially given that Proposition 47 (passed in November 2014) reclassified a number of property and drug offenses from felonies to misdemeanors. Under Prop 47, shoplifting is defined as theft below \$950, a misdemeanor. Higher value retail theft that falls under second degree burglary (which can be charged as either a misdemeanor or a felony) can be captured in the crime data as commercial burglary.

As with any data, there are important caveats. First, the data currently available for the entire state do not extend beyond December 2022. Second, the data are limited to incidents that are reported to law enforcement agencies; retail theft is likely underreported, especially low-value theft. Moreover, local law enforcement agencies may vary in how they report and categorize offenses. Lastly, the data do not allow us to identify so-called smash-and-grabs, or retail theft that is organized. With these limits in mind, here is what the data tell us.

At the statewide level, shoplifting jumped 29% from 2021 to 2022 but remains 8% below pre-pandemic levels and 17% below the 2014 rate. By contrast, commercial burglary has been ticking up in recent years; the rate rose by 16% between 2019 and 2022 and is 15% above the 2014 rate.

Rates of retail theft have risen in recent years

Reported shoplifting and commercial burglary rates



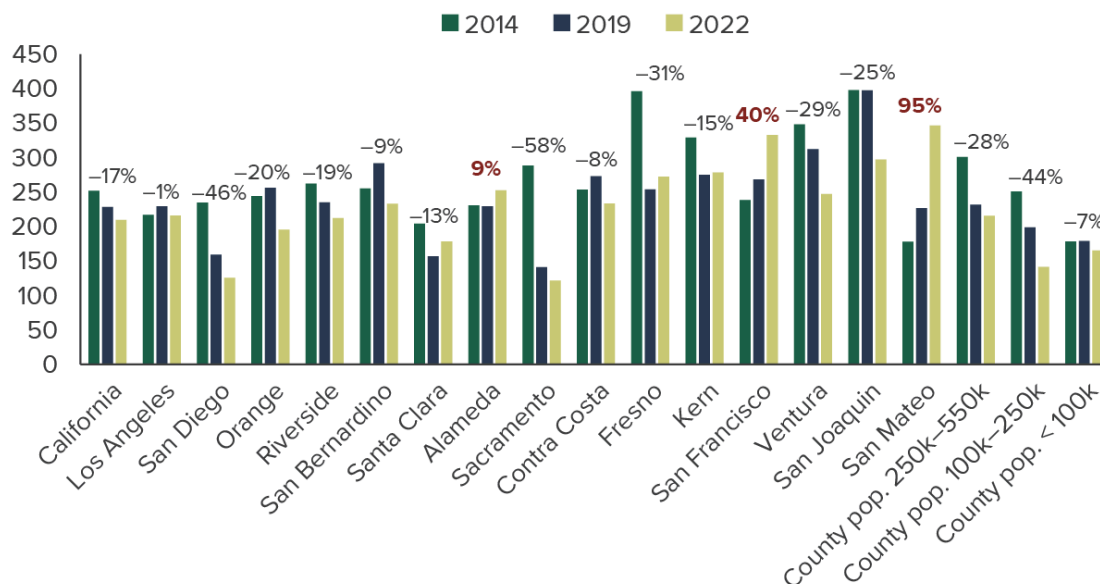
SOURCE: Authors' calculation based on the California Department of Justice's Criminal Justice Statistics Center, California Crimes and Clearances Files.

FROM: PPIC Blog, January 2024.

Recent trends in shoplifting have varied widely across the state. Only 3 of the 15 most populous counties saw increases in shoplifting from 2014 to 2022. San Mateo's shoplifting rate almost doubled (up by 95%), while San Francisco and Alameda saw increases of 40% and 9%, respectively. Relative to pre-pandemic rates, 6 of the largest counties saw increases. Between 2014 and 2022, however, shoplifting rates fell at least 20% in 6 other populous counties and in 5 of the most populous counties from 2019 to 2022.

Increases in reported shoplifting rates between 2014 and 2022 are limited to the Bay Area

Reported shoplifting rate



SOURCE: Authors' calculation based on the California Department of Justice's Criminal Justice Statistics Center, California Crimes and Clearances Files.

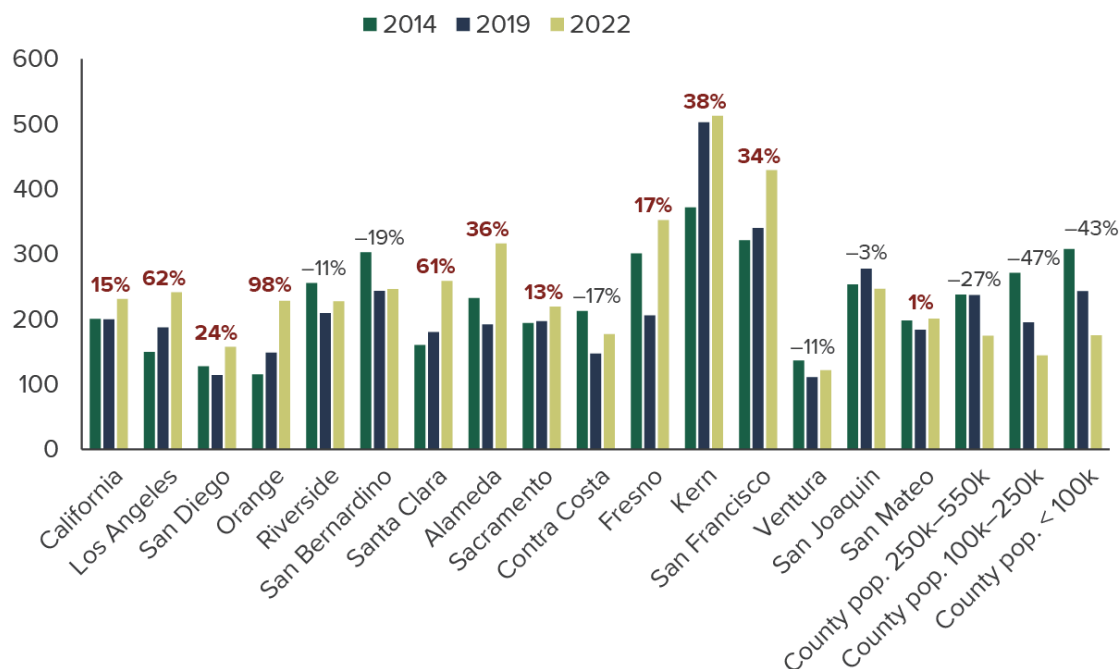
NOTE: Counties are ordered by population size.

FROM: PPIC Blog, January 2024.

Increases in commercial burglary in urban counties are more widespread. Commercial burglary rose in 10 of the state's largest counties between 2014 and 2022; the largest increases were in Orange (98%), Los Angeles (62%), and Santa Clara (61%). Most of these increases are driven by increases over the last few years. Fourteen of the largest counties saw increases between 2019 and 2022, with the largest increases in Fresno (71%), Alameda (65%), and Orange (54%). These increases are concentrated in urban counties; as with shoplifting, commercial burglary fell in smaller and rural counties.

Commercial burglaries have increased notably in some urban counties since 2014

Reported commercial burglary rate



SOURCE: Authors' calculation based on the California Department of Justice's Criminal Justice Statistics Center, California Crimes and Clearances Files.

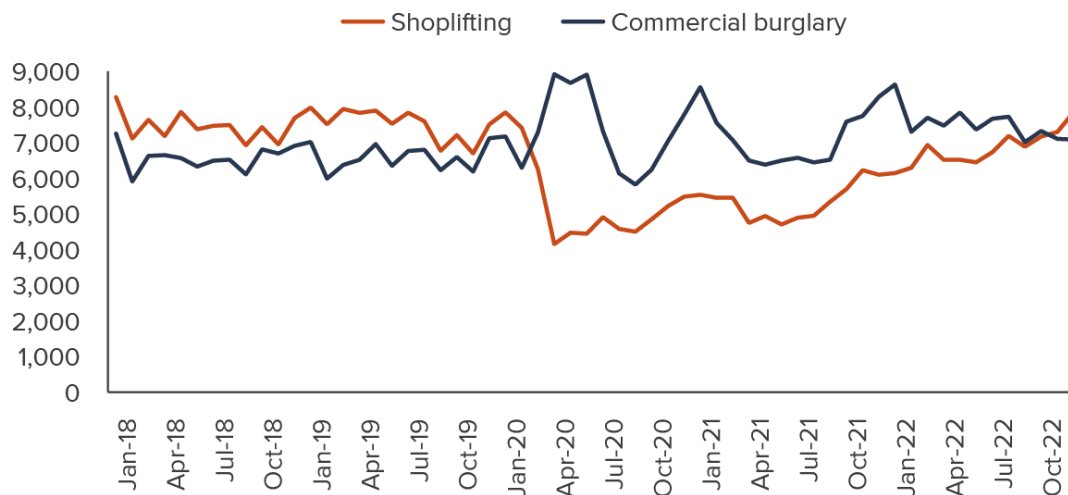
NOTE: Counties are ordered by population size.

FROM: PPIC Blog, January 2024.

Monthly crime numbers for 2022 offer clues about what 2023 data may reveal. The 2022 numbers show commercial burglaries holding steady, with what might be a downturn late in the year. Shoplifting, by contrast, increased steadily from late summer 2021 to the end of 2022; the number of shoplifting incidents was slightly above pre-pandemic numbers.

Shoplifting has risen steadily statewide since late summer 2021

Monthly number of reported shoplifting and commercial burglary incidents



SOURCE: Authors' calculation based on the California Department of Justice's Criminal Justice Statistics Center, California Crimes and Clearances Files.

FROM: PPIC Blog, January 2024.

Monthly crime numbers show similar patterns across a number of urban counties. Shoplifting in Los Angeles has climbed steadily since mid-2021; by late 2022, it was 10%–15% above pre-pandemic levels. Other large urban counties—such as Sacramento, San Mateo, and Riverside—also show upward trends in shoplifting. However, San Francisco's increase in shoplifting was driven by a jump from mid-2021 to mid-2022; by the second half of 2022, it returned to its pre-pandemic level.

Overall, crime data indicate that retailers have increasingly been targets of crime in some parts of California. Reported shoplifting incidents rose in the Bay Area and monthly crime data for 2022 shows that shoplifting is trending up in Los Angeles and other urban areas. Commercial burglary increases in recent years are more widespread. By 2022, commercial burglary was up in 21 of California's 58 counties relative to 2019—mostly in large urban counties—home to 82% of the state's population.

Proposition 47 has been a central focus in discussions about property crime and retail theft. In a [2018 report](#), we examined crime rates before and after Prop 47 passed in November 2014; we used data through 2016 (the latest available at the time). We did not find statistically significant evidence of Prop 47 affecting violent crime, but we did identify increases in property crime. Specifically, we estimated that larceny increased by 9%, driven primarily by car break-ins. We also found that shoplifting jumped initially but fell to pre-Prop 47 levels by the end of 2016; we could not determine the extent to which this decrease was driven by decreased reporting.

What is needed to effectively address retail theft? One key requirement is detailed data that would allow for determination of driving forces and differences across regions. Policy solutions

need to be informed by an understanding of who is committing retail theft and under what circumstances: incidents that can be tied to organized retail theft call for different approaches and solutions than thefts by offenders made desperate by poverty and/or substance abuse disorders.

Lastly, but importantly, responses to incidents of retail theft may play a role in retail theft trends. Retailers may be less likely to report incidents if law enforcement responses are lacking, and offenders may be more likely to commit retail theft if there is a low likelihood of apprehension and limited consequences. To analyze the significance of law enforcement responses, researchers need data on initial responses to calls for service, whether an arrest was made for a given incident, whether the case was referred to the district attorney, whether and what charges were filed, and the final disposition of the case. Automated Criminal History System (ACHS) data collected and held by CADOJ may partially fill some of the current data and research gaps.

TOPICS

crime

Criminal Justice

Proposition 47

retail theft

AB 1787, as amended on March 18, 2024, Villapudua

(Highlights and italics summarize the main tenants of the proposed legislation)

Existing law, the Safe Neighborhoods and Schools Act, enacted as an initiative statute by Proposition 47, as approved by the electors at the November 4, 2014, statewide general election, makes the theft of money, labor, or property petty theft punishable as a misdemeanor, whenever the value of the property taken does not exceed \$950. Under existing law, if the value of the property taken exceeds \$950, the theft is grand theft, punishable as a misdemeanor or a felony. Proposition 47 requires shoplifting, defined as entering a commercial establishment with the intent to commit larceny if the value of the property taken does not exceed \$950, to be punished as a misdemeanor.

This bill would reduce the threshold amount for petty theft and shoplifting from \$950 to \$450. The bill would make a person guilty of petty theft with a prior offense if the person is convicted of petty theft or shoplifting and has one or more prior convictions for specified theft-related offenses and would make the crime punishable by imprisonment in the county jail for up to one year or as a felony for a term of 3, 5, or 7 years.

This bill would make a person guilty of aggregated theft if the person commits 2 or more offenses of shoplifting within a 12-month period. The bill would require aggregated theft to be punished as a misdemeanor by imprisonment in the county jail not exceeding one year or as a felony for 16 months or for 2 or 3 years. The bill would require each additional offense of shoplifting after a conviction of aggregated theft to be punished as a felony for a term of 3, 5, or 7 years.

The bill would make the above provisions effective only upon submission to, and approval by, the voters, as specified.

Existing law, until January 1, 2026, makes a person guilty of organized retail theft if the person acts in concert with one or more persons to steal merchandise from one or more merchant's premises or online marketplace with the intent to sell, exchange, or return the merchandise for value, acts in concert with 2 or more persons to receive, purchase, or possess merchandise knowing or believing it to have been stolen, or acts as an agent of another to steal merchandise from one or more merchant's premises or online marketplaces as part of an organized plan to commit theft. Under existing law, these crimes are punishable as either misdemeanors or felonies if the violations are committed on 2 or more separate occasions within a 12-month period and the aggregated value of the merchandise stolen, received, purchased, or possessed within that 12-month period exceeds \$950.

This bill would reduce the amount of the aggregated value of the merchandise stolen, received, purchased, or possessed from \$950 to \$450. The bill would repeal the sunset provision, thereby extending the crime indefinitely. By extending the time that organized retail theft would be a crime, this bill would impose a state-mandated local program.

Existing law, until January 1, 2026, authorizes a city or county prosecuting authority or county probation department to create a diversion or deferred entry of judgment program for persons who commit a theft offense or repeat theft offenses, as specified.

This bill would repeal the sunset provision, thereby extending the authorization of the program indefinitely.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.

BELL, McANDREWS & HILTACHK, LLP

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RECEIVED

Sep 22 2023

September 22, 2023

INITIATIVE COORDINATOR
ATTORNEY GENERAL'S OFFICE

Anabel Renteria
Initiative Coordinator
Office of the Attorney General
State of California
PO Box 994255
Sacramento, CA 94244-25550

Re: Initiative 23-0017 - Amendment Number One

Dear Initiative Coordinator:

Pursuant to subdivision (b) of Section 9002 of the Elections Code, enclosed please find Amendment #1 to Initiative No. 23-0017, The Homelessness, Drug Addiction, and Theft Reduction Act. The amendments are reasonably germane to the theme, purpose or subject of the initiative measure as originally proposed.

I am the proponent of the measure and request that the Attorney General prepare a circulating title and summary of the measure as provided by law, using the amended language.

Thank you for your time and attention processing my request.

Sincerely,



Thomas W. Hiltachk

THE HOMELESSNESS, DRUG ADDICTION, AND THEFT REDUCTION ACT

SECTION 1. Title

This Act shall be known as The Homelessness, Drug Addiction, and Theft Reduction Act.

SECTION 2. Purposes and Intent

This measure will reform laws that have dramatically increased homelessness, drug addiction, and theft throughout California.

This measure will:

- A. Provide drug and mental health treatment for people who are addicted to hard drugs such as fentanyl, cocaine, heroin, and methamphetamine.
- B. Add fentanyl to existing laws that prohibit the possession of hard drugs while armed with a loaded firearm.
- C. Add fentanyl to existing laws that prohibit the trafficking of large quantities of hard drugs.
- D. Permit judges to use their discretion to sentence drug dealers to state prison instead of county jail when they are convicted of trafficking hard drugs in large quantities or are armed with a firearm while engaging in drug trafficking.
- E. Warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.
- F. Reinstate penalties for hard drug dealers whose trafficking kills or seriously injures a drug user.
- G. Increase penalties for people who repeatedly engage in theft.
- H. Add new laws to address the increasing problem of “smash and grab” thefts that result in significant losses and damage, or that are committed by multiple thieves working together.

SECTION 3. Findings and Declarations

The People of the State of California find and declare as follows:

A. Reducing Homelessness Through Drug and Mental Health Treatment

1. California has reached a tipping point in its homelessness, drug, mental health, and theft crises. Our state has the highest rate of homelessness per capita of any state in the country. And drug overdoses now kill two to three times the number of people in California as car accidents.

2. Since the passage of Proposition 47 in 2014, homelessness in California has increased by 51%, while during the same time period in the rest of the country, it has declined by 11%. Proposition 47 reduced the legal consequences of both possession of hard drugs (fentanyl, cocaine, heroin, methamphetamine, and phencyclidine), and theft. The result has been massive increases in drug addiction, mental illness, and property crimes, including retail theft, committed by addicts to support their addiction. At the same time, California has seen a dramatic decrease in mental health and drug treatment for homeless people due to reduced incentives to participate in treatment. Our homelessness problem is directly connected to these unintended consequences of Proposition 47, which the voters now desire to correct.

3. Progressive states such as New Jersey, Maryland, Illinois, and Michigan have significantly stronger hard drug laws than California, and their homeless rate is 4 to 5 times lower than California's.

4. This proposal takes a modest step in the direction of these states by enacting a new class of crime called a "treatment-mandated felony." Under this new "treatment-mandated felony," prosecutors would have the discretion to charge a felony for hard drug possession after two previous drug convictions. If charged with this "treatment-mandated felony" for a third or subsequent drug offense, the offender would be given the option of participating in drug and mental health treatment. If the offender successfully completes drug and mental health treatment, the charge would be fully expunged, and the offender would receive no jail time. If the offender refuses drug and mental health treatment, they would serve jail time for hard drug possession. For a second conviction of the treatment-mandated felony (the 4th total conviction for hard drug possession), a judge would have the option of imposing time in jail or state prison. Along with hard drug and mental health treatment, offenders charged with a treatment-mandated felony would be offered shelter, job training, and other services designed to break the cycle of addiction and homelessness.

B. Cracking Down on Hard Drug Dealers

1. Fentanyl is the most dangerous drug that our nation has ever seen. Because it is largely produced synthetically, fentanyl is typically cheaper than other hard drugs. As a result, drug dealers now regularly include fentanyl in other drugs such as diet, anxiety, and

sleeping pills, cocaine, and heroin. Further, fentanyl is up to 50 times stronger than heroin. Therefore, a very tiny amount of fentanyl can prove deadly. One kilogram (2.2 pounds) of fentanyl provides enough of the drug to manufacture four to ten million doses, or enough to kill 500,000 people. Finally, because such a small amount of fentanyl is necessary to create addiction, it is easier to smuggle across the border in smaller, yet much more deadly quantities.

2. This Act would authorize greater consequences for hard drug dealers whose trafficking kills or seriously injures a person who uses those drugs, and it would provide a mechanism to warn convicted hard drug dealers and manufacturers that they can be charged with murder if they continue to traffic in hard drugs and someone dies as a result.

3. This Act would add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine, for which it is illegal to possess the drug while armed with a loaded firearm.

4. This Act would also add non-prescription fentanyl to an existing list of hard drugs such as heroin, cocaine, and methamphetamine that authorizes greater consequences for drug dealers who sell large quantities of hard drugs.

5. This Act also permits judges to sentence drug dealers who traffic in large quantities of hard drugs or who are armed with a firearm while trafficking in hard drugs to state prison instead of local county jails. Only our state prisons are equipped to manage security for hardened drug dealers and to provide them the rehabilitation services they need to safely re-enter society.

C. Accountability for Repeat Theft and Smash and Grab Thefts

1. Prior to Proposition 47, individuals who repeatedly engaged in theft could be charged with a felony. Prop 47 eliminated this repeat offender felony and instead provided that any theft up to \$950 in value is now a misdemeanor – regardless of how many times the offender has committed theft. In practice, this means that an offender who repeatedly steals up to \$950 in value faces virtually no legal consequences.

2. The result has been an explosion in retail and cargo theft causing stores throughout California to close to protect employees and customers from criminal activity that disrupts the efficient delivery of products directly to consumers and creates billions of dollars in economic losses to our local communities and state. This rapid increase in retail and cargo theft has also contributed to rising inflation, as businesses have been forced to raise prices to account for their economic losses. This retail and cargo theft explosion has collided with the fentanyl epidemic, as hard drug users have engaged in brazen theft to support their drug habits, knowing that there will be no consequences for either their theft or their hard drug use.

3. Under this Act, an offender with two prior convictions for theft can be charged with a felony, regardless of the value of the stolen property. Diversion programs will continue to

exist, meaning that judges will retain discretion not to incarcerate an offender even for more than two theft convictions. But prosecutors will have the ability to bring felony charges against hardened, repeat offenders who continue to engage in theft. Judges will have the discretion to sentence a repeat offender to jail in appropriate cases, or to state prison if an offender is convicted four or more times of theft.

4. This Act also authorizes judges to exercise their discretion to impose an enhanced penalty when an offender steals, damages, or destroys property by acting together with two or more offenders or by causing losses of \$50,000 or more. By permitting discretion in these scenarios, judges will be able to fashion sentences that are appropriate for the crime committed, including so-called “smash and grabs” committed by mobs or large groups of people working together.

5. The value of property stolen in multiple thefts will be permitted to be added together so that in appropriate cases an offender may be charged with felony theft instead of petty theft. This provision addresses the problem of offenders who commit a series of thefts in which the property stolen during each theft has a value under the \$950 felony theft threshold, in order to insulate themselves from felony charges.

6. Along with the hard drug provisions in this Act, these theft law changes will stop the vicious cycle of hard drug users stealing to support their habits without legal consequences for their actions.

SECTION 4. Section 11369 is added to the Health & Safety Code to read:

11369. (a) This section shall be known, and may be cited, as Alexandra’s Law.

(b) The court shall advise a person who is convicted of, or who pleads guilty or no contest to, a violation of Section 11351, 11351.5, 11352, 11378, 11378.5, 11379, 11379.5, or 11379.6 involving a hard drug, of the following:

“You are hereby advised that it is extremely dangerous and deadly to human life to illicitly manufacture, distribute, sell, furnish, administer, or give away any drugs in any form, including real or counterfeit drugs or pills. You can kill someone by engaging in such conduct. All drugs and counterfeit pills are dangerous to human life. These substances alone, or mixed, kill human beings in very small doses. If you illicitly manufacture, distribute, sell, furnish administer, or give away any real or counterfeit drugs or pills, and that conduct results in the death of a human being, you could be charged with homicide, up to and including the crime of murder, within the meaning of Section 187 of the Penal Code.”

(c) The advisory statement shall be provided to the defendant in writing, either on a plea form if used, as an addendum to a plea form, or at sentencing, and the fact that the advisory was given shall be specified on the record and recorded in the abstract of the conviction.

(d) (1) Except as provided in paragraph (2), as used in this section, “hard drug” means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section “hard drug” does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

SECTION 5. Section 11370.1 of the Health & Safety Code is amended to read:

11370.1. (a) Notwithstanding Section 11350 or 11377 or any other provision of law, every person who unlawfully possesses any amount of a substance containing cocaine base, a substance containing cocaine, a substance containing heroin, a substance containing methamphetamine, a substance containing fentanyl, a crystalline substance containing phencyclidine, a liquid substance containing phencyclidine, plant material containing phencyclidine, or a hand-rolled cigarette treated with phencyclidine while armed with a loaded, operable firearm is guilty of a felony punishable by imprisonment in the state prison for two, three, or four years.

(b) Subdivision (a) does not apply to any person lawfully possessing fentanyl, including with a valid prescription.

(c) As used in ~~this~~ subdivision (a), “armed with” means having available for immediate offensive or defensive use.

~~—(b)—~~(d) Any person who is convicted under this section shall be ineligible for diversion or deferred entry of judgment under Chapter 2.5 (commencing with Section 1000) of Title 6 of Part 2 of the Penal Code.

SECTION 6. Section 11370.4 of the Health & Safety Code is amended to read:

11370.4. (a) ~~Any~~ (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351, 11351.5, or 11352 with respect to a substance containing heroin, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, or cocaine as specified in paragraph (6) of subdivision (b) of Section 11055 shall receive an additional state prison term as follows:

~~(1)Where~~

(A) If the substance exceeds one kilogram by weight, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, the person shall receive an additional term of five years.

~~(3) Where~~

(C) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 10 years.

~~(4) Where~~

(D) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 15 years.

~~(5) Where~~

(E) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 20 years.

~~(6) Where~~

(F) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(b) ~~Any~~ (1) A person convicted of a violation of, or of conspiracy to violate, Section 11378, 11378.5, 11379, or 11379.5 with respect to a substance containing methamphetamine, amphetamine, phencyclidine (PCP) and its analogs shall receive an additional state prison term as follows:

~~(1) Where~~

(A) If the substance exceeds one kilogram by weight, or 30 liters by liquid volume, the person shall receive an additional term of three years.

~~(2) Where~~

(B) If the substance exceeds four kilograms by weight, or 100 liters by liquid volume, the person shall receive an additional term of five years.

~~(3)Where~~

(C) If the substance exceeds 10 kilograms by weight, or 200 liters by liquid volume, the person shall receive an additional term of 10 years.

~~(4)Where~~

(D) If the substance exceeds 20 kilograms by weight, or 400 liters by liquid volume, the person shall receive an additional term of 15 years.

(2) In computing the quantities involved in this subdivision, plant or vegetable material seized shall not be included.

(3) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(c) (1) A person convicted of a violation of, or of a conspiracy to violate, Section 11351 or 11352 with respect to a substance containing fentanyl shall receive an additional state prison term as follows:

(A) If the substance exceeds 28.35 grams (one ounce) by weight, the person shall receive an additional term of three years.

(B) If the substance exceeds 100 grams by weight, the person shall receive an additional term of five years.

(C) If the substance exceeds 500 grams by weight, the person shall receive an additional term of seven years.

(D) If the substance exceeds one kilogram by weight, the person shall receive an additional term of 10 years.

(E) If the substance exceeds four kilograms by weight, the person shall receive an additional term of 13 years.

(F) If the substance exceeds 10 kilograms by weight, the person shall receive an additional term of 16 years.

(G) If the substance exceeds 20 kilograms by weight, the person shall receive an additional term of 19 years.

(H) If the substance exceeds 40 kilograms by weight, the person shall receive an additional term of 22 years.

(I) If the substance exceeds 80 kilograms by weight, the person shall receive an additional term of 25 years.

(2) The conspiracy enhancements provided for in this subdivision shall not be imposed unless the trier of fact finds that the defendant conspirator was substantially involved in the planning, direction, execution, or financing of the underlying offense.

(e) ~~(d)~~ The additional terms provided in this section shall not be imposed unless the allegation that the weight of the substance containing heroin, fentanyl, cocaine base as specified in paragraph (1) of subdivision (f) of Section 11054, cocaine as specified in paragraph (6) of subdivision (b) of Section 11055, methamphetamine, amphetamine, or phencyclidine (PCP) and its analogs exceeds the amounts provided in this section is charged in the accusatory pleading and admitted or found to be true by the trier of fact.

(e) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this section who admits an enhancement pursuant to this section or for whom an enhancement pursuant to this section is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

~~(d)~~ (f) The additional terms provided in this section shall be in addition to any other punishment provided by law.

(e) (g) Notwithstanding any other ~~provision of~~ law, the court may strike the additional punishment for the enhancements provided in this section if it determines that there are circumstances in mitigation of the additional punishment and states on the record its reasons for striking the additional punishment.

SECTION 7. Article 8 (commencing with Section 11395) is added to Chapter 6 of Division 10 of the Health & Safety Code, to read:

11395. (a) This section shall be known as the "Treatment-Mandated Felony."

(b) (1) Notwithstanding any other law, and except as provided in subdivision (d), a person described in subdivision (c) who possesses a hard drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code. A second or subsequent conviction of this section, is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) A person shall not be sentenced to jail or prison pursuant to this section unless a court determines that the person is not eligible or suitable for treatment or that any other circumstance described in paragraph (4) of subdivision (d) applies to that person.

(c) Subdivision (b) applies to a person who has two or more prior convictions for a felony or misdemeanor violation of Sections 11350, 11351, 11351.5, 11352, 11353, 11353.5, 11353.7, 11370.1, 11377, 11378, 11378.5, 11379, 11379.5, 11379.6, 11380, or 11395, including a conviction that occurred before the effective date of this section. Prior convictions shall be alleged in the accusatory pleading, and either admitted by the defendant in open court or found to be true by the trier of fact.

(d) (1)(i) In lieu of a jail or prison sentence, or a grant of probation with jail as a condition of probation, a defendant charged with a violation of this section may elect treatment by pleading guilty or no contest to a violation of this section and admitting the alleged prior convictions, waiving time for sentencing and the pronouncement of judgment, and agreeing to participate in, and complete, a detailed treatment program developed by a drug addiction expert and approved by the court. A defendant's plea of guilty or no contest shall not constitute a conviction for any purpose unless judgment is entered pursuant to paragraph (4) for a violation of this section.

(ii) Upon or subsequent to arraignment for a violation of this section, and at the request or with the consent of the defendant or their attorney, the court shall order a drug addiction expert to conduct a substance abuse and mental health evaluation of the defendant. The expert shall submit a report of the evaluation to the court and parties. The evaluation may be based on an interview of the defendant and/or other individuals with relevant knowledge and review of records the expert deems appropriate, such as medical records, criminal history, prior treatment history, and records pertaining to the current offense. If the defendant participates in the interview, neither the defendant's interview nor evidence derived from the interview may be used against the defendant at any subsequent trial for the instant offense except for the purposes of impeachment should the defendant testify inconsistently. The evaluation shall detail the defendant's drug abuse and/or mental health issues, if any, so the court and parties may better determine appropriate handling of the defendant's case.

(iii) Concurrent with the order for a substance abuse and mental health evaluation of the defendant, and with the defendant's consent, the court shall also order that a case worker or other qualified individual determine whether the defendant is eligible to receive Medi-Cal, Medicare, or any other relevant benefits for any programs or evaluations under this section. If the defendant did not previously consent to an eligibility determination at arraignment, the court shall order the eligibility determination upon and as a condition of the defendant's agreement to participate in and complete a treatment program as described in this subdivision.

(2) A treatment program may include, but is not limited to, drug treatment, mental health treatment, job training, and any other conditions related to treatment or a successful outcome for the defendant that the court finds appropriate. The court must hold regular hearings to review the progress of the defendant. The court shall make referrals to programs that provide services at no cost to the participant and have been deemed by the court, the drug addiction expert, and

the parties to be credible and effective. A defendant may also choose to pay for a program that is approved by the court.

(3) Upon the defendant's successful completion of the treatment program as specified in paragraph (2), the positive recommendation of the treatment program, and the motion of the defendant, prosecuting attorney, the court, or the probation department, the court shall dismiss this charge against the defendant and the provisions of Section 1000.4 of the Penal Code, as it read on the effective date of this section, shall apply, including the provision that the arrest upon which the defendant was deferred shall be deemed to have never occurred. A dismissal based on the successful completion of treatment shall not count as a conviction for any purpose, including for determining punishment pursuant to subdivision (b).

(4) If at any time it appears that the defendant is performing unsatisfactorily in the program, is not benefiting from treatment, is not amenable to treatment, has refused treatment, or has been convicted of a crime that was committed since starting treatment, the prosecuting attorney, the court on its own, or the probation department may make a motion for entry of judgment and sentencing. After notice to the defendant, the court shall hold a hearing to determine whether judgment should be entered and the defendant sentenced. Judgment shall be imposed and the defendant sentenced if the court finds true one or more of the foregoing circumstances. However, except when the defendant has been found to have been convicted of a crime that was committed since starting treatment, the court may re-refer the defendant to treatment if the court finds that it is in the interest of justice to do so, that the defendant is currently amenable to treatment, and if the defendant agrees to participate in, and complete, a treatment program as described in this section.

(5) For time spent in residential treatment, a defendant may earn only actual credits pursuant to Section 2900.5 of the Penal Code and shall not earn conduct credits pursuant to Section 4019 of the Penal Code or any other provision. Time spent in any other type of program or counseling is not eligible for any credits.

(e) (1) Except as provided in paragraph (2), as used in this section, "hard drug" means a substance listed in Sections 11054 or 11055, including a substance containing fentanyl, heroin, cocaine, cocaine base, methamphetamine, or phencyclidine, and the analogs of any of these substances as defined in Sections 11400 and 11401.

(2) As used in this section "hard drug" does not include cannabis, cannabis products, peyote, lysergic acid diethylamide (LSD) or other psychedelic drugs such as mescaline and psilocybin (mushrooms), or any other substance listed in subdivisions (d) and (e) of Section 11054, or, with the exception of methamphetamine, any other substance listed in subdivision (d) of Section 11055.

(f) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(g) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 8. Section 490.3 is added to the Penal Code to read:

490.3. Notwithstanding any other law, in any case involving one or more acts of theft or shoplifting, including but not limited to, violations of Sections 459.5, 484, 488, and 490.2, the value of property or merchandise stolen may be aggregated into a single count or charge, with the sum of the value of all property or merchandise being the values considered in determining the degree of theft.

SECTION 9. Section 666.1 is added to the Penal Code to read:

666.1. (a) (1) Notwithstanding any other law, a person who has two or more prior convictions for any of the offenses listed in paragraph (2), and who is convicted of petty theft or shoplifting, is punishable by imprisonment in the county jail not exceeding one year or pursuant to subdivision (h) of Section 1170. A second or subsequent conviction of this section is punishable by imprisonment in the county jail not exceeding one year or by imprisonment in the state prison.

(2) This section applies to the following offenses, including a conviction that occurred before the effective date of this section:

(A) Petty theft, as described in Section 488 or 490.2.

(B) Grand theft, as described in Section 487, 487h, and in Chapter 5 of Title 13 of Part 1 of the Penal Code (commencing with Section 484).

(C) Theft from an elder or dependent adult, as described in Section 368.

(D) The theft or unauthorized use of a vehicle, as described in Section 10851 of the Vehicle Code.

(E) Burglary, as described in Section 459.

(F) Carjacking, as described in Section 215.

(G) Robbery, as described in Section 211.

(H) Receiving stolen property, as described in Section 496.

(I) Shoplifting, as described in Section 459.5.

(J) Identity theft and mail theft, as described in Section 530.5.

(b) A person subject to charging under this section or actually charged with this section may be referred by a prosecuting attorney's office or by a county probation department to a theft diversion or deferred entry of judgment program pursuant to Section 1001.81. If appropriate, a person admitted to such a program may also be referred to a substance abuse treatment program.

(c) Upon an arrest for a violation of this section, the court shall require judicial review prior to release to make an individualized determination of risk to public safety and likelihood to return to court.

(d) This section shall not be construed to preclude prosecution or punishment pursuant to any other law.

SECTION 10. Section 12022 of the Penal Code is amended to read:

12022. (a) (1) Except as provided in subdivisions (c) and (d), a person who is armed with a firearm in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one year, unless the arming is an element of that offense. This additional term shall apply to a person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with a firearm, whether or not the person is personally armed with a firearm.

(2) Except as provided in subdivision (c), and notwithstanding subdivision (d), if the firearm is an assault weapon, as defined in Section 30510 or 30515, or a machinegun, as defined in Section 16880, or a .50 BMG rifle, as defined in Section 30530, the additional and consecutive term described in this subdivision shall be three years imprisonment pursuant to subdivision (h) of Section 1170 whether or not the arming is an element of the offense of which the person was convicted. The additional term provided in this paragraph shall apply to any person who is a principal in the commission of a felony or attempted felony if one or more of the principals is armed with an assault weapon, machinegun, or a .50 BMG rifle, whether or not the person is personally armed with an assault weapon, machinegun, or a .50 BMG rifle.

(b) (1) A person who personally uses a deadly or dangerous weapon in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for one year, unless use of a deadly or dangerous weapon is an element of that offense.

(2) If the person described in paragraph (1) has been convicted of carjacking or attempted carjacking, the additional term shall be in the state prison for one, two, or three years.

(3) When a person is found to have personally used a deadly or dangerous weapon in the commission of a felony or attempted felony as provided in this subdivision and the weapon is

owned by that person, the court shall order that the weapon be deemed a nuisance and disposed of in the manner provided in Sections 18000 and 18005.

(c) (1) Notwithstanding the enhancement set forth in subdivision (a), a person who is personally armed with a firearm in the commission of a violation or attempted violation of Section 11351, 11351.5, 11352, 11366.5, 11366.6, 11378, 11378.5, 11379, 11379.5, or 11379.6 of the Health and Safety Code shall be punished by an additional and consecutive term of imprisonment in the state prison ~~pursuant to subdivision (h) of Section 1170~~ for three, four, or five years.

(2) Notwithstanding paragraph (9) of subdivision (h) of Section 1170 of the Penal Code, a defendant convicted of an underlying violation specified in this subdivision who admits an enhancement pursuant to this subdivision or for whom an enhancement pursuant to this subdivision is found true, is punishable by imprisonment in the state prison and not pursuant to subdivision (h) of Section 1170 of the Penal Code.

(d) Notwithstanding the enhancement set forth in subdivision (a), a person who is not personally armed with a firearm who, knowing that another principal is personally armed with a firearm, is a principal in the commission of an offense or attempted offense specified in subdivision (c), shall be punished by an additional and consecutive term of imprisonment pursuant to subdivision (h) of Section 1170 for one, two, or three years.

(e) For purposes of imposing an enhancement under Section 1170.1, the enhancements under this section shall count as a single enhancement.

(f) Notwithstanding any other provision of law, the court may strike the additional punishment for the enhancements provided in subdivision (c) or (d) in an unusual case where the interests of justice would best be served, if the court specifies on the record and enters into the minutes the circumstances indicating that the interests of justice would best be served by that disposition.

SECTION 11. Section 12022.6 is added to the Penal Code to read:

12022.6. (a) When any person takes, damages, or destroys any property in the commission or attempted commission of a felony, or commits a felony violation of Section 496, the court shall impose a term in addition and consecutive to the punishment prescribed for the felony or attempted felony of which the defendant has been convicted, as follows:

(1) If the loss or property value exceeds fifty thousand dollars (\$50,000), the court shall impose an additional term of one year.

(2) If the loss or property value exceeds two hundred thousand dollars (\$200,000), the court shall impose an additional term of two years.

(3) If the loss or property value exceeds one million dollars (\$1,000,000), the court shall impose an additional term of three years.

(4) If the loss or property value exceeds three million dollars (\$3,000,000), the court shall impose an additional term of four years.

(5) For every additional loss or property value of three million dollars (\$3,000,000), the court shall impose a term of one year in addition to the term specified in paragraph (4).

(b) In any accusatory pleading involving multiple charges of taking, damage, or destruction, or multiple violations of Section 496, the additional terms provided in this section may be imposed if the aggregate losses to the victims or aggregate property values from all felonies exceed the amounts specified in this section and arise from a common scheme or plan. All pleadings under this section shall remain subject to the rules of joinder and severance stated in Section 954.

(c) The additional terms provided in this section shall not be imposed unless the facts relating to the amounts provided in this section are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(d) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.65.

SECTION 12. Section 12022.65 is added to the Penal Code to read:

12022.65. (a) Any person who acts in concert with two or more persons to take, attempt to take, damage, or destroy any property, in the commission or attempted commission of a felony shall be punished by an additional and consecutive term of imprisonment of one, two, or three years.

(b) The additional term provided in this section shall not be imposed unless the existence of the facts required in subdivision (a) are charged in the accusatory pleading and admitted by the defendant or found to be true by the trier of fact.

(c) Notwithstanding any other law, the court may impose an enhancement pursuant to this section and another section on a single count, including an enhancement pursuant to Section 12022.6.

SECTION 13. Section 12022.7 of the Penal Code is amended to read:

12022.7. (a) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three years.

(b) Any person who personally inflicts great bodily injury on any person other than an accomplice in the commission of a felony or attempted felony which causes the victim to

become comatose due to brain injury or to suffer paralysis of a permanent nature shall be punished by an additional and consecutive term of imprisonment in the state prison for five years. As used in this subdivision, "paralysis" means a major or complete loss of motor function resulting from injury to the nervous system or to a muscular mechanism.

(c) Any person who personally inflicts great bodily injury on a person who is 70 years of age or older, other than an accomplice, in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for five years.

(d) Any person who personally inflicts great bodily injury on a child under the age of five years in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for four, five, or six years.

(e) Any person who personally inflicts great bodily injury under circumstances involving domestic violence in the commission of a felony or attempted felony shall be punished by an additional and consecutive term of imprisonment in the state prison for three, four, or five years. As used in this subdivision, "domestic violence" has the meaning provided in subdivision (b) of Section 13700.

(f) (1) As used in this section, "great bodily injury" means a significant or substantial physical injury.

(2) As used in this section, a person who sells, furnishes, administers, or gives away a controlled substance is deemed to have personally inflicted great bodily injury when the person to whom the substance was sold, furnished, administered, or given suffers a significant or substantial physical injury from using the substance.

(g) This section shall not apply to murder or manslaughter or a violation of Section 451 or 452. Subdivisions (a), (b), (c), and (d) shall not apply if infliction of great bodily injury is an element of the offense.

(h) The court shall impose the additional terms of imprisonment under either subdivision (a), (b), (c), or (d), but may not impose more than one of those terms for the same offense.

SECTION 14. Chapter 36 (commencing with Section 7599.200) is added to Division 7 of Title 1 of the Government Code, to read:

7599.200. (a) This section shall be known as "Funding for the Homelessness, Drug Addiction, and Theft Reduction Act."

(b) From monies disbursed to the Board of State and Community Corrections pursuant to paragraph (3) of subdivision (a) of Section 7599.2 of the Government Code and Section 6046.2 of the Penal Code, the Board of State and Community Corrections may allocate appropriate funds to counties and local governments for programs specified in Section 11395 of the Health and Safety Code. This provision shall not preclude funding for this Act from any other source, including but not limited to the Local Revenue Fund 2011 established under Government Code Section 30025 and other such funds designated for substance abuse and mental health treatment.

(c) A defendant charged with a treatment-mandated felony is eligible for any appropriate Medi-Cal or Medicare programs or services, including but not limited to those described in Government Code Section 30025(f)(16)(B)(iii)-(v), for the defendant's programs specified in Section 11395 of the Health and Safety Code. A county or local government may contract directly with the State Department of Healthcare Services or any other applicable State agency to provide for the provision or administration of any applicable Medi-Cal or Medicare treatment programs.

SECTION 15. Amendments

(a) Except as provided in subdivision (b), this Act shall not be amended by the Legislature except by a statute that furthers the purposes, intent, findings, and declarations of the Act and is passed in each house by roll call vote entered in the journal, two-thirds of the membership of each house concurring, or by a statute that becomes effective only when approved by the voters.

(b) The Legislature may, by majority vote, amend Section 11369 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of convictions to which it applies, and may, by majority vote, amend Section 11395 of the Health & Safety Code only to expand the list of drugs that qualify as a "hard drug" and to expand the list of applicable prior convictions, and may, by majority vote, amend Section 666.1 of the Penal Code only to expand the list of applicable prior convictions.

SECTION 16. Severability

If any provision of this Act, or any part of any provision, or the application of any provision or part to any person or circumstance is for any reason held to be invalid or unconstitutional, the remaining provisions and applications of provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this Act are severable.

SECTION 17. Conflicting Initiatives

(a) This Act creates a new drug treatment statute and changes the penalties for career and serial thieves. In the event that this Act and another initiative measure or measures relating to the same subject appear on the same statewide ballot, the provisions of the other measure or measures

shall be deemed to be in conflict with this measure. In the event this measure receives a greater number of affirmative votes than a measure deemed to be in conflict with it, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure or measures shall be null and void.

(b) If this measure is approved by voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.



Agenda Item

City Council

Item #: 7.2.

4/9/2024

File #: 24-0252

TO: Honorable Mayor and Members of the City Council

FROM: Tom Kisela, City Manager

1. SUBJECT

Introduction and First Reading of Ordinance Nos. 08-24 and 09-24 amending Chapter 2.10 of Title 2 of the Orange Municipal Code relating to campaign contribution limits and contributions from committees.

2. SUMMARY

The proposed Ordinances make select changes to Orange Municipal Code Sections 2.10.050 and 2.10.090 regarding campaign contribution limits as well as contributions made from controlled committees.

3. RECOMMENDED ACTION

1. Introduce and conduct First Reading of Ordinance No. 08-24. An Ordinance of the City Council of the City of Orange amending Section 2.10.050 of the Orange Municipal Code to increase campaign contribution limits.
2. Introduce and conduct First Reading of Ordinance No. 09-24. An Ordinance of the City Council of the City of Orange amending Section 2.10.090 of the Orange Municipal Code removing prohibition on transfer of contributions from candidate controlled committees and committee controlled by City candidate or elected officer making a contribution to another committee supporting or opposing a City candidate for office.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 4: Provide Outstanding Public Service

- d. Foster an environment of leadership, teamwork, and innovation.

6. DISCUSSION AND BACKGROUND

Pursuant to a councilmember request to modernize and/or refine Orange Municipal Code (OMC) Chapter 2.10.050 and 2.10.090, amendments have been suggested for City Council consideration. The amendments will increase contribution limits to \$2,500.00 and remove the prohibition on:

1. Transfer of contributions from Candidate Controlled Committees to City Candidate Committees; and
2. Committee controlled by City Candidate or Elected Officer making a contribution to another committee supporting or opposing a City Candidate for office.

The full OMC text with the proposed changes are included in the attached ordinances. Both “Clean” and “Redlined” versions are provided.

7. ATTACHMENTS

- Ordinance No. 08-24
- Ordinance No. 08-24 - Redlined
- Ordinance No. 09-24
- Ordinance No. 09-24 - Redlined



Agenda Item

City Council

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4. FISCAL IMPACT

None.

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6. DISCUSSION AND BACKGROUND

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7. ATTACHMENTS

- Ordinance No. 08-24
- Ordinance No. 08-24 - Redlined
- Ordinance No. 09-24
- Ordinance No. 09-24 - Redlined

ORDINANCE NO. 08-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ORANGE AMENDING SECTION 2.10.050
OF THE ORANGE MUNICIPAL CODE TO
INCREASE CAMPAIGN CONTRIBUTION LIMITS.**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION I:

Section 2.10.050 of the Orange Municipal Code, "Contribution Limitations," is hereby amended to read as follows:

2.10.050 – Contribution Limitations.

- A. No person shall make, and no City Candidate or treasurer of a controlled committee of a City Candidate shall solicit or accept any contribution aggregating more than: (1) \$2,500.00 per mayoral election cycle; (2) \$2,500.00 per City Council, City Clerk, or City Treasurer election cycle; (3) \$2,500.00 per recall election cycle; or (4) \$2,500.00 per special election cycle.
- B. The contribution limitations set forth in Section 2.10.050(A) shall also apply to any committee which is formed for the purpose of making expenditures in support of or opposition to the recall of an Elective City Officer, and to contributions received by such Elective City Officer, during a recall election cycle as defined in Section 2.10.070(C) of this chapter.
- C. The contribution limitations of this section shall not apply to a City Candidate's contribution of his or her separate or community property funds to his or her own City Candidate Committee or campaign. Contributions by a spouse from separate property shall be subject to the limitations set forth in this section.

ADOPTED this _____ day of _____, 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2024, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2024 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 08-24

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF ORANGE AMENDING SECTION 2.10.050
OF THE ORANGE MUNICIPAL CODE TO
INCREASE CAMPAIGN CONTRIBUTION LIMITS.**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION I:

Section 2.10.050 of the Orange Municipal Code, "Contribution Limitations," is hereby amended to read as follows:

2.10.050 – Contribution Limitations.

- A. No person shall make, and no City Candidate or treasurer of a controlled committee of a City Candidate shall solicit or accept any contribution aggregating more than: (1) ~~\$1,000.00~~2,500.00 per mayoral election cycle; (2) ~~\$1,000.00~~2,500.00 per City Council, City Clerk, or City Treasurer election cycle; (3) ~~\$500.00~~2,500.00 per recall election cycle; or (4) ~~\$1,000.00~~2,500.00 per special election cycle.
- B. The contribution limitations set forth in Section 2.10.050(A) shall also apply to any committee which is formed for the purpose of making expenditures in support of or opposition to the recall of an Elective City Officer, and to contributions received by such Elective City Officer, during a recall election cycle as defined in Section 2.10.070(C) of this chapter.
- C. The contribution limitations of this section shall not apply to a City Candidate's contribution of his or her separate or community property funds to his or her own City Candidate Committee or campaign. Contributions by a spouse from separate property shall be subject to the limitations set forth in this section.

ADOPTED this _____ day of _____, 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2024, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2024 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 09-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING SECTION 2.10.090 OF THE ORANGE MUNICIPAL CODE REMOVING PROHIBITION ON TRANSFER OF CONTRIBUTIONS FROM CANDIDATE CONTROLLED COMMITTEES TO CITY CANDIDATE COMMITTEES AND COMMITTEE CONTROLLED BY CITY CANDIDATE OR ELECTED OFFICER MAKING A CONTRIBUTION TO ANOTHER COMMITTEE SUPPORTING OR OPPOSING A CITY CANDIDATE FOR OFFICE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 2.10.090 of the Orange Municipal Code, "Contributions from Committees," is hereby amended to read as follows:

2.10.090 – Contributions from Committees.

- A. Contributions Transferred from Committees. Contributions from candidate controlled committees to a City Candidate Committee are permitted.
- B. Contributions Transferred Between Controlled Committees by the Same City Candidate. If a City Candidate has more than one controlled committee, any transfers into the City Candidate's City Candidate Committee shall be governed by the following rules:
 - 1. Transferred contributions shall be deemed contributed during the election cycle in which they are transferred to the receiving City Candidate Committee.
 - 2. Transferred contributions shall be attributed to each contributor on a last in-first out (LIFO) basis and shall be aggregated with any contributions made by such contributor directly to the City Candidate Committee in the same election cycle and shall be subject to the contribution limits of this chapter. Transferred contributions shall be itemized on Schedule A of Form 460 or any successor form, and shall identify the transferor committee for those contributions being transferred.
 - 3. A one-time transfer shall be made at the time the City Candidate forms his/her controlled committee. Subsequent contributions received by the transferor committee

on or after the date the City Candidate formed a committee to run for City office may not be transferred to the transferee committee established for that City office.

- C. No person or committee shall accept or make any contribution that is conditioned upon all or part of the contribution being transferred to a City Candidate Committee or otherwise violates Government Code Section 84301. Any contributions received in violation of this subsection shall be paid by the City Candidate to the City's general fund within 60 days of discovery of the violation.

ADOPTED this _____ day of _____, 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2024, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2024 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

ORDINANCE NO. 09-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING SECTION 2.10.090 OF THE ORANGE MUNICIPAL CODE REMOVING PROHIBITION ON TRANSFER OF CONTRIBUTIONS FROM CANDIDATE CONTROLLED COMMITTEES TO CITY CANDIDATE COMMITTEES AND COMMITTEE CONTROLLED BY CITY CANDIDATE OR ELECTED OFFICER MAKING A CONTRIBUTION TO ANOTHER COMMITTEE SUPPORTING OR OPPOSING A CITY CANDIDATE FOR OFFICE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES HEREBY ORDAIN AS FOLLOWS:

SECTION I:

Section 2.10.090 of the Orange Municipal Code, "Contributions from Committees," is hereby amended to read as follows:

2.10.090 – Contributions from Committees.

- A. Contributions Transferred from Committees. Contributions from candidate controlled committees to a City Candidate Committee are ~~prohibited except as provided in Section 2.10.090(C)~~ permitted.
- ~~B. No committee controlled by a City Candidate or Elective City Officer shall make any contribution to any other committee supporting or opposing a City Candidate for office.~~
- CB. Contributions Transferred Between Controlled Committees by the Same City Candidate. If a City Candidate has more than one controlled committee, any transfers into the City Candidate's City Candidate Committee shall be governed by the following rules:
 - 1. Transferred contributions shall be deemed contributed during the election cycle in which they are transferred to the receiving City Candidate Committee.
 - 2. Transferred contributions shall be attributed to each contributor on a last in-first out (LIFO) basis and shall be aggregated with any contributions made by such contributor directly to the City Candidate Committee in the same election cycle and shall be subject to the contribution limits of this chapter. Transferred contributions shall be itemized on Schedule A of Form 460 or any successor form, and shall identify the transferor committee for those contributions being transferred.

3. A one-time transfer shall be made at the time the City Candidate forms his/her controlled committee. Subsequent contributions received by the transferor committee on or after the date the City Candidate formed a committee to run for City office may not be transferred to the transferee committee established for that City office.

DC. No person or committee shall accept or make any contribution that is conditioned upon all or part of the contribution being transferred to a City Candidate Committee or otherwise violates Government Code Section 84301. Any contributions received in violation of this subsection shall be paid by the City Candidate to the City's general fund within 60 days of discovery of the violation.

ADOPTED this _____ day of _____, 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2024, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2024 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

City Council

Item #: 9.1.

4/9/2024

File #: 24-0181

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Russell Bunim, Community Development Director

1. SUBJECT

Public Hearing to consider introduction and First Reading of Ordinance No. 05-24 amending Chapter 17.15 of the Orange Municipal Code relating to Density Bonus Law to establish consistency with state density bonus law; and finding of CEQA exemption.

2. SUMMARY

The Density Bonus provisions contained in Chapter 17.15 of the Orange Municipal Code are not consistent with state density bonus law. The subject ordinance replaces Chapter 17.15 in its entirety and establishes consistency between the density bonus provisions of the Orange Municipal Code and California Government Code Section 65915, et. seq. by reference. It also includes limited procedural content specific to the City of Orange.

3. RECOMMENDED ACTION

1. Conduct and close Public Hearing.
2. Introduce and conduct First Reading of Ordinance 05-24. An Ordinance of the City Council of the City of Orange amending Chapter 17.08 and 17.15 of the Orange Municipal Code relating to Density Bonus Law.
3. Find the project is exempt from the California Environmental Quality Act (CEQA) under Section 15378 (Common Sense Exemption) of the CEQA Guidelines.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community

- c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

State Density Bonus law is contained in California Government Code Section 65915, et. seq. The law establishes a complex methodology involving a sliding scale of bonus density ranging of up to 50 percent based on unit affordability and proportion of affordable units in relation to a residential project's overall unit count. Senior citizen housing developments are also eligible for a density bonus. The legislation enables developers to request a combination of concessions or incentives and development standard reductions and waivers in order to maximize project feasibility and incentivize

affordable housing development. The developer must commit to a 55-year period of affordability.

The subject Ordinance replaces OMC Chapter 17.15 in its entirety and establishes consistency between the density bonus provisions of the Orange Municipal Code (OMC) and California Government Code. Incorporation by reference of the California Government Code will enable the OMC to maintain consistency with State law in the event of changes to the legislation over time. Sections 17.15.020 through 17.15.050 establish procedures, standards, and requirements specific to the City of Orange including:

1. Density bonus applications will follow the process for Major Site Plan Review and shall be subject to Planning Commission action.
2. The Community Development Director, in consultation with the City Attorney, is authorized to execute Density Bonus Housing Agreements rather than the present requirement for Planning Commission approval.
3. Affordable units shall be dispersed throughout a housing development.
4. The Community Development Director is authorized to propose additional standards and procedures to implement the density bonus program to the City Council for approval by resolution, to include language requesting that applicants provide preferences to those eligible persons with ties to the City of Orange.

The proposed Ordinance implements one aspect of Housing Policy Action 2B included in the Housing Element. Specifically, it brings the density bonus provisions of the OMC into compliance with State law. Updating the OMC will be among the action items reported to the California Department of Housing and Community Development in the City's Annual Housing Element Progress Report.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378 (Common Sense Exemption) because it will not have a direct or reasonably foreseeable indirect physical change on the environment and is not a "project." For this reason, no further CEQA documentation is required.

8. ATTACHMENTS

- Attachment 1 Ordinance No. 05-24
- Attachment 2 Planning Commission Resolution No. PC 03-24
- Attachment 3 Planning Commission Staff Report dated March 4, 2024
- Attachment 4 Planning Commission Minutes dated March 4, 2024



Agenda Item

City Council

Item #: 9.1.

4/9/2024

File #: 24-0181

TO: Honorable Mayor and Members of the City Council

THRU: Tom Kisela, City Manager

FROM: Russell Bunim, Community Development Director

1. SUBJECT

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2. SUMMARY

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3. RECOMMENDED ACTION

1. Conduct and close Public Hearing.
2. Introduce and conduct First Reading of Ordinance 05-24. An Ordinance of the City Council of the City of Orange amending Chapter 17.08 and 17.15 of the Orange Municipal Code relating to Density Bonus Law.
3. Find the project is exempt from the California Environmental Quality Act (CEQA) under Section 15378 (Common Sense Exemption) of the CEQA Guidelines.

4. FISCAL IMPACT

None.

5. STRATEGIC PLAN GOALS

Goal 3: Enhance and promote quality of life in the community
c: Support and enhance attractive, diverse living environments.

6. DISCUSSION AND BACKGROUND

State Density Bonus law is contained in California Government Code Section 65915, et. seq. The law establishes a complex methodology involving a sliding scale of bonus density ranging of up to 50 percent based on unit affordability and proportion of affordable units in relation to a residential project's overall unit count. Senior citizen housing developments are also eligible for a density bonus. The legislation enables developers to request a combination of concessions or incentives and development standard reductions and waivers in order to maximize project feasibility and incentivize

affordable housing development. The developer must commit to a 55-year period of affordability.

The subject Ordinance replaces OMC Chapter 17.15 in its entirety and establishes consistency between the density bonus provisions of the Orange Municipal Code (OMC) and California Government Code. Incorporation by reference of the California Government Code will enable the OMC to maintain consistency with State law in the event of changes to the legislation over time. Sections 17.15.020 through 17.15.050 establish procedures, standards, and requirements specific to the City of Orange including:

1. Density bonus applications will follow the process for Major Site Plan Review and shall be subject to Planning Commission action.
2. The Community Development Director, in consultation with the City Attorney, is authorized to execute Density Bonus Housing Agreements rather than the present requirement for Planning Commission approval.
3. Affordable units shall be dispersed throughout a housing development.
4. The Community Development Director is authorized to propose additional standards and procedures to implement the density bonus program to the City Council for approval by resolution, to include language requesting that applicants provide preferences to those eligible persons with ties to the City of Orange.

The proposed Ordinance implements one aspect of Housing Policy Action 2B included in the Housing Element. Specifically, it brings the density bonus provisions of the OMC into compliance with State law. Updating the OMC will be among the action items reported to the California Department of Housing and Community Development in the City's Annual Housing Element Progress Report.

7. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378 (Common Sense Exemption) because it will not have a direct or reasonably foreseeable indirect physical change on the environment and is not a "project." For this reason, no further CEQA documentation is required.

8. ATTACHMENTS

- Attachment 1 Ordinance No. 05-24
- Attachment 2 Planning Commission Resolution No. PC 03-24
- Attachment 3 Planning Commission Staff Report dated March 4, 2024
- Attachment 4 Planning Commission Minutes dated March 4, 2024

ORDINANCE NO. 05-24

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING CHAPTER 17.08 AND 17.15 OF THE ORANGE MUNICIPAL CODE RELATING TO DENSITY BONUS LAW

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION I:

This Ordinance is not a project under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378, because it involves administrative activities of the City that will not result in direct or indirect physical changes in the environment.

SECTION II:

The Table contained at Section 17.08.020 shall be revised as follows:

Type of Procedure, Permit or Hearing	CDD	DRC	ZA	PC	CC
Administrative Design Review	X(1)				
Administrative Adjustment Permit			X		
Alcohol Production Permit			X		
Conditional Use Permit	A	A(1)	X(1)	X(1)	X(1)
Density Bonus Application	X				
Design Review		A/X(1)		X(1)	
Environmental Documentation	A			X(1)	X(1)
General Plan Amendment	A			A	X
Neighborhood Preservation Overlay Applications		A/X(1)	X(1)		
Old Towne Demolition Permit		A		X(1)	X
Reasonable Accommodation	X(1)				
Site Plan Review—Major	A	A		X	
Site Plan Review—Minor	X				
Sober Living Permit	X				
Temporary Use (Non-Recurring) Permit	A	X(1)	X(1)		
Temporary Use (Recurring) Permit	X				
Tentative Parcel Map	X(1)			X(1)	X(1)
Tentative Tract Map	A			A	X
Variance	A	A(1)	X(1)	X	
Zone Change	A			A	X
Zoning Ordinance Amendment	A			A	X

SECTION III:

Section 17.08.020(E)(1) is hereby amended to add subsection (n) as follows:

“n. Decide upon Density Bonus applications and review, approve and execute Density Bonus Housing Agreements, with concurrence of the City Attorney.”

SECTION IV:

Chapter 17.15 of the Orange Municipal Code (Zoning –Density Bonus) is hereby repealed in its entirety.

SECTION V:

Chapter 17.15 of the Orange Municipal Code (Zoning—Density Bonus) is hereby added to read as follows:

CHAPTER 17.15 DENSITY BONUS

- 17.15.010 Density Bonus**
- 17.15.020 Processing and Approval**
- 17.15.030 Density Bonus Housing Agreement**
- 17.15.040 Location, Design and Quality of Affordable Units**
- 17.15.050 Issuance of Building Permit**
- 17.15.06 Additional Regulations**

17.15. 010 Density Bonus

The City hereby incorporates by reference the State’s density bonus law, as contained in Government Code Section 65915, et. seq., as may be amended from time to time. In enacting this Chapter, it is the intent of the City to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the Housing Element of the City's General Plan.

17.15.020 Processing and Approval.

An application for density bonus under this Chapter shall follow the review process for Major Site Plan Review as set forth in Section 17.10.060, including form and payment of required fees. The application shall be processed concurrently with any other discretionary or ministerial entitlement applications. Determinations shall be made by the Director of Community Development. Appeals shall be as set forth in this Title.

17.15.030 Density Bonus Housing Agreement

A. The applicant requesting a density bonus under this Chapter shall agree to construct, operate and maintain the project in accordance with a density bonus housing agreement entered into with the City.

B. The terms of the density bonus housing agreement shall be reviewed and revised as appropriate by the Director of Community Development, who shall execute on behalf of the City, and the City Attorney, who shall review as to form.

C. The proposed density bonus housing agreement shall be based on the city's standard form agreement, which, at minimum, shall include the address(es), legal description, an appropriate term of affordability, a project description, including, but not limited to, the total number of market-rate and affordable units, the concessions or incentives provided, waivers or reductions provided, the type and description of the affordable unit(s) provided (number of bedrooms/bath, unit size, floor area, etc.) and other standard provisions, including, but not limited to, income verification requirements, the dispersal requirement under this Chapter, indemnification language, monitoring and/or reporting requirements and remedies for breach..

D. Once a density bonus housing agreement is determined acceptable by the Director of Community Development and executed by the parties, the density bonus housing agreement shall be recorded on the parcel or parcels designated for construction. The approval and recordation shall take place prior to final map approval, or, where a map is not being processed, prior to the issuance of building permits for the project. The density bonus housing agreement shall be binding upon all future owners and successors in interest

17.15.040 Location, Design and Quality of Affordable Units Design

Affordable units shall be dispersed throughout the project. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market-rate units of the project, except that the applicant may include a higher proportion of affordable units with more bedrooms. The exterior and interior design and appearance of the affordable units shall be comparable with the market rate units.

17.15.050 Issuance of Building Permits

The City may not issue building permits for more than 50 percent of the market rate units until it has issued building permits for all of the affordable units, and the City may not approve any final inspections or certificates of occupancy for more than 50 percent of the market rate units until it has issued final inspections or certificates of occupancy for all of the affordable units.

17.15.060 Additional Regulations

The Director may propose additional standards and procedures to implement the provision of this Chapter, consistent with the requirements of State law, including, but not limited to, requesting that applicants endeavor to provide preferences to eligible persons with ties to the City of Orange.

The Director's regulations shall be submitted to the City Council for approval by resolution and may be changed from time to time to reflect changes in State law without further action of the City Council.

SECTION VI:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION VII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this ____ day of _____, 2024.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

APPROVED AS TO FORM:

Mike Vigliotta, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2024, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2024 was duly passed and adopted by the following vote, to wit:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange

DENSITY BONUS ORDINANCE UPDATE

RESOLUTION NO. PC 03-24

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ORANGE RECOMMENDING CITY COUNCIL APPROVAL OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ORANGE AMENDING CHAPTER 17.15 OF THE ORANGE MUNICIPAL CODE RELATING TO DENSITY BONUS LAW

APPLICANT: CITY OF ORANGE

WHEREAS, California Government Code Section 65915, et. seq. establishes standards for the granting of a density bonus as an incentive to encourage the development of housing affordable to low- and very low-income households in California; and

WHEREAS, the provisions of State density bonus law have continued to evolve since the adoption of the density bonus provisions contained in Chapter 17.15 of the Orange Municipal Code were adopted in 2008 creating inconsistencies between State law and the City Code;

WHEREAS, Housing Policy Action 2B of the City of Orange Housing Element identifies an update to the density bonus provisions of the Orange Municipal Code as an implementation action of the Element; and

WHEREAS, the Planning Commission conducted on duly advertised public hearing on March 4, 2024, at which time interested persons had an opportunity to testify either in support of, or opposition to, the proposal and for the purpose of considering the Density Bonus Ordinance.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission recommends that the City Council approve the Density Bonus Ordinance shown as Attachment 1, attached hereto, based on the following finding:

SECTION 1- FINDINGS

The proposed Ordinance updates the density bonus provisions contained in Chapter 17.15 of the OMC to be consistent with California Government Code Section 65915, et. seq. and implements an implementation activity included in Housing Policy Action 2B of the City of Orange Housing Element.

SECTION 2-ENVIRONMENTAL REVIEW

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15378 of the state CEQA Guidelines (Common Sense Exemption) because it will not have a direct or reasonably foreseeable indirect physical change on the environment and is not a "project." For this reason, no further CEQA documentation is required.

ADOPTED this 4th day of March 2024.



David Vazquez, Planning Commission Chair

I hereby certify that the foregoing Resolution was adopted by the Planning Commission of the City of Orange at a regular meeting thereof held on the 4th day of March 2024, by the following vote:

AYES: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, Vazquez

NOES: None

ABSENT: None



Anna Pehoushek

Assistant Community Development Director

ATTACHMENT 1
PLANNING COMMISSION RESOLUTION NO. PC 03-24
DRAFT DENSITY BONUS ORDINANCE

ORDINANCE NO. XX-24

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF ORANGE AMENDING
CHAPTER 17.08 AND 17.15 OF THE ORANGE
MUNICIPAL CODE RELATING TO DENSITY
BONUS LAW**

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ORANGE DOES
HEREBY ORDAIN AS FOLLOWS:**

SECTION I:

This Ordinance is not a project under the California Environmental Quality Act (CEQA) per State CEQA Guidelines Section 15378, because it involves administrative activities of the City that will not result in direct or indirect physical changes in the environment.

SECTION II:

The Table contained at Section 17.08.020 shall be revised as follows:

Type of Procedure, Permit or Hearing	CDD	DRC	ZA	PC	CC
Administrative Design Review	X(1)				
Administrative Adjustment Permit			X		
Alcohol Production Permit			X		
Conditional Use Permit	A	A(1)	X(1)	X(1)	X(1)
<u>Density Bonus Application</u>	<u>X</u>				
Design Review		A/X(1)		X(1)	
Environmental Documentation	A			X(1)	X(1)
General Plan Amendment	A			A	X
Neighborhood Preservation Overlay Applications		A/X(1)	X(1)		
Old Towne Demolition Permit		A		X(1)	X
Reasonable Accommodation	X(1)				
Site Plan Review—Major	A	A		X	
Site Plan Review—Minor	X				
Sober Living Permit	X				
Temporary Use (Non-Recurring) Permit	A	X(1)	X(1)		
Temporary Use (Recurring) Permit	X				
Tentative Parcel Map	X(1)			X(1)	X(1)
Tentative Tract Map	A			A	X
Variance	A	A(1)	X(1)	X	
Zone Change	A			A	X
Zoning Ordinance Amendment	A			A	X

SECTION III:

Section 17.08.020(E)(1) is hereby amended to add subsection (n) as follows:

“n. Decide upon Density Bonus applications and review, approve and execute Density Bonus Housing Agreements, with concurrence of the City Attorney.”

SECTION IV:

Chapter 17.15 of the Orange Municipal Code (Zoning –Density Bonus) is hereby repealed in its entirety.

SECTION V:

Chapter 17.15 of the Orange Municipal Code (Zoning—Density Bonus) is hereby added to read as follows:

CHAPTER 17.15 DENSITY BONUS

- 17.15.010 Density Bonus**
- 17.15.020 Processing and Approval**
- 17.15.030 Density Bonus Housing Agreement**
- 17.15.040 Location, Design and Quality of Affordable Units**
- 17.15.050 Issuance of Building Permit**
- 17.15.06 Additional Regulations**

17.15. 010 Density Bonus

The City hereby incorporates by reference the State’s density bonus law, as contained in Government Code Section 65915, et. seq., as may be amended from time to time. In enacting this Chapter, it is the intent of the City to facilitate the development of affordable housing and to implement the goals, objectives, and policies of the Housing Element of the City's General Plan.

17.15.020 Processing and Approval.

An application for density bonus under this Chapter shall follow the review process for Major Site Plan Review as set forth in Section 17.10.060, including form and payment of required fees. The application shall be processed concurrently with any other discretionary or ministerial entitlement applications. Determinations shall be made by the Director of Community Development. Appeals shall be as set forth in this Title.

17.15.030 Density Bonus Housing Agreement

- A. The applicant requesting a density bonus under this Chapter shall agree to construct, operate and maintain the project in accordance with a density bonus housing agreement entered into with the City.
- B. The terms of the density bonus housing agreement shall be reviewed and revised as appropriate by the Director of Community Development, who shall execute on behalf of the City, and the City Attorney, who shall review as to form.
- C. The proposed density bonus housing agreement shall be based on the city's standard form agreement, which, at minimum, shall include the address(es), legal description, an appropriate term of affordability, a project description, including, but not limited to, the total number of market-rate and affordable units, the concessions or incentives provided, waivers or reductions provided, the type and description of the affordable unit(s) provided (number of bedrooms/bath, unit size, floor area, etc.) and other standard provisions, including, but not limited to, income verification requirements, the dispersal requirement under this Chapter, indemnification language, monitoring and/or reporting requirements and remedies for breach..
- D. Once a density bonus housing agreement is determined acceptable by the Director of Community Development and executed by the parties, the density bonus housing agreement shall be recorded on the parcel or parcels designated for construction. The approval and recordation shall take place prior to final map approval, or, where a map is not being processed, prior to the issuance of building permits for the project. The density bonus housing agreement shall be binding upon all future owners and successors in interest

17.15.040 Location, Design and Quality of Affordable Units Design

Affordable units shall be dispersed throughout the project. The bedroom mix of the affordable units shall be equivalent to the bedroom mix of the market-rate units of the project, except that the applicant may include a higher proportion of affordable units with more bedrooms. The exterior and interior design and appearance of the affordable units shall be comparable with the market rate units.

17.15.050 Issuance of Building Permits

The City may not issue building permits for more than 50 percent of the market rate units until it has issued building permits for all of the affordable units, and the City may not approve any final inspections or certificates of occupancy for more than 50 percent of the market rate units until it has issued final inspections or certificates of occupancy for all of the affordable units.

17.15.060 Additional Regulations

The Director may propose additional standards and procedures to implement the provision of this Chapter, consistent with the requirements of State law. The Director's regulations shall be

submitted to the City Council for approval by resolution and may be changed from time to time to reflect changes in State law without further action of the City Council.

SECTION VI:

If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION VII:

The City Clerk is hereby directed to certify the adoption of this Ordinance and cause the same to be published as required by law. This Ordinance shall take effect thirty (30) days from and after the date of its final passage.

ADOPTED this _____ day of _____, 2023.

Daniel R. Slater, Mayor, City of Orange

ATTEST:

Pamela Coleman, City Clerk, City of Orange

STATE OF CALIFORNIA)
COUNTY OF ORANGE)
CITY OF ORANGE)

I, PAMELA COLEMAN, City Clerk of the City of Orange, California, do hereby certify that the foregoing Ordinance was introduced at the regular meeting of the City Council held on the ____ day of _____, 2023, and thereafter at the regular meeting of said City Council duly held on the ____ day of _____, 2023 was duly passed and adopted by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Pamela Coleman, City Clerk, City of Orange



Agenda Item

Planning Commission

Item #: 5.2.

3/4/2024

File #: 24-0067

TO: Chair and Members of the Planning Commission

FROM: Anna Pehoushek, Assistant Community Development Director

1. SUBJECT

Public Hearing to consider an Ordinance amending Chapter 17.15 of the Orange Municipal Code relating to Density Bonus Law.

2. SUMMARY

The Density Bonus provisions contained in Chapter 17.15 of the Orange Municipal Code are not consistent with State Density Bonus law. The subject Ordinance amends the Code to incorporate the provisions of Government Code Section 65915, et. seq. by reference.

3. RECOMMENDED ACTION

Adopt Planning Commission Resolution No. PC 03-24 entitled:

A Resolution of the Planning Commission recommending that the City Council approve an Ordinance of the City Council of the City of Orange amending Chapter 17.15 of the Orange Municipal Code relating to Density Bonus law.

4. AUTHORIZING GUIDELINES

Orange Municipal Code (OMC) Section 17.08.020 authorizes the Planning Commission to review and make a recommendation to the City Council on Zoning Ordinance amendments.

5. PROJECT BACKGROUND

State Density Bonus law is contained in California Government Code Section 65915, et. seq. The law establishes a sliding scale of bonus density ranging of up to 50 percent based on a combination of unit affordability and proportion of affordable units in relation to a project's overall residential unit count. Age-restricted senior citizen housing developments are also eligible for a density bonus. The legislation enables developers to request up to four incentives or development standard concessions in order to maximize project feasibility and incentivize affordable housing development. The developer must commit to a 55-year period of affordability. The Government Code Section, including tables indicating eligible density bonus in relation to unit affordability, is provided in Attachment 2.

6. PROJECT DESCRIPTION

The subject Ordinance replaces OMC Chapter 17.15 in its entirety and establishes consistency between the density bonus provisions of the Orange Municipal Code and California Government Code. Incorporation by reference of the California Government Code will enable the OMC to maintain consistency with State law in the event of changes to the legislation over time. Sections 17.15.020 through 17.15.050 establish procedures, standards, and requirements specific to the City of Orange

as follows:

1. Development applications requesting density bonuses in accordance with State law will follow the process for Major Site Plan Review and shall be subject to final action by the Planning Commission.
2. The Community Development Director, in consultation with the City Attorney, shall execute Density Bonus Housing Agreements on behalf of the City.
3. Affordable units shall be dispersed throughout a housing development.
4. Persons who reside, work, go to school or have family in the City of Orange shall be provided first priority for the affordable units.
5. The Community Development Director is granted authority to propose additional standards and procedures to implement the density bonus program to the City Council for approval by resolution.

7. ANALYSIS AND STATEMENT OF THE ISSUES

The proposed Ordinance implements one aspect of Housing Policy Action 2B included in the Housing Element. Specifically, it brings the density bonus provisions of the OMC into compliance with State law. The updating of the OMC will be among the action items reported to the California Department of Housing and Community Development in the City's Annual Housing Element Progress Report.

8. PUBLIC NOTICE

On February 23, 2024 a notice was published in the Orange County Register newspaper.

9. ENVIRONMENTAL REVIEW

Categorical Exemption: The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) per State CEQA Guidelines 15378 (Common Sense Exemption) because it will not have a direct or reasonably foreseeable indirect physical change on the environment and is not a "project." For this reason, no further CEQA documentation is required.

10. ADVISORY BOARD ACTION

None required.

11. ATTACHMENTS

- Attachment 1 Planning Commission Resolution No. PC 03-24 (including Draft Ordinance)

MINUTES

City of Orange

Planning Commission

March 04, 2024

The Planning Commission of the City of Orange, California convened on March 4, 2024, at 5:30 p.m. in a Regular Meeting in the Council Chamber, 300 E. Chapman Avenue, Orange, California.

1. OPENING/CALL TO ORDER

Chair Vazquez called the meeting to order at 5:30 p.m.

1.1 PLEDGE OF ALLEGIANCE

Commissioner McCormack led the flag salute.

1.2 ROLL CALL

Commissioner Vejar joined the meeting at 5:32 p.m.

Present: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, and Vazquez

Absent: None

2. PUBLIC COMMENTS

None.

3. CONSENT CALENDAR

3.1. Approval of meeting minutes of the City of Orange Planning Commission Regular Meeting held on February 5, 2024.

ACTION: Approve minutes as presented.

Approval of the Consent Calendar

A motion was made by Vice Chair Martinez, seconded by Commissioner Maldonado, to approve the Consent Calendar as presented. The motion carried by the following vote:

Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, and Vazquez

Noes: None

Absent: None

4. COMMISSION BUSINESS

4.1. Selection of Planning Commission Officers.

A motion was made by Vice Chair Martinez, seconded by Commissioner Tucker, to nominate Chair Vazquez to continue serving as Chair for a one-year term.

Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, and Vazquez

Noes: None

Absent: None

A motion was made by Vice Chair Martinez, seconded by Commissioner Simpson, to nominate Commissioner Vejar to serve as Vice Chair for a one-year term.

Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, and Vazquez

Noes: None

Absent: None

5. NEW BUSINESS

- 5.1. Public Hearing to consider a request to construct a new industrial warehouse building and associated site improvements at 500 W. Collins Avenue and adoption of Mitigated Negative Declaration and associated Mitigation Monitoring and Reporting Program (Major Site Plan Review No. 1121-22, Design Review No. 5101-22, and Mitigated Negative Declaration No. 1883-22).**

Chair Vazquez opened the public hearing.

Public Speakers:

Montana Kanen, applicant, spoke on behalf of the project.

The following spoke in favor of the project:

Zach Strasters and Henry Hillebrecht.

Chair Vazquez closed the public hearing.

A motion was made by Commissioner Simpson, seconded by Vice Chair Martinez to adopt Planning Commission Resolution No. 05-24.

Resolution No. 05-24. A Resolution of the Planning Commission approving Major Site Plan Review No. 1121-22, Design Review No. 5105-22, and Mitigated Negative Declaration No. 1883-22, to redevelop a 6.04-acre industrial site with a new industrial warehouse building and associated site improvements at 500 W. Collins Avenue.

Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, and Vazquez

Noes: None

Absent: None

- 5.2. Public Hearing to consider an Ordinance amending Chapter 17.15 of the Orange Municipal Code relating to Density Bonus Law.**

Chair Vazquez opened the public hearing; there being no speakers, Chair Vazquez closed the public hearing.

A motion was made by Chair Vazquez, seconded by Commissioner Maldonado, to adopt Planning Commission Resolution No. 03-24.

Resolution No. 03-24. A Resolution of the Planning Commission recommending that the City Council approve an Ordinance of the City Council of the City of Orange amending Chapter 17.15 of the Orange Municipal Code relating to Density Bonus law.

Ayes: Martinez, Simpson, Vejar, Maldonado, Tucker, McCormack, and Vazquez

Noes: None

Absent: None

6. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:10 p.m.

The next Regular Planning Commission Meeting will be held on Monday, March 18, 2024 at 5:30 p.m., in the Council Chamber.



Anna Pehoushek, FAICP
Assistant Community Development Director