



Regular Meeting Agenda
August 16, 2011
Placentia City Council
Placentia Redevelopment Agency
Placentia Industrial Commercial
Development Authority

Scott W. Nelson
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Joseph V. Aguirre
Council Member

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Patrick J. Melia
City Clerk

Craig S. Green
City Treasurer

Troy L. Butzlaff, ICMA-CM
City Administrator

Andrew V. Arczynski
City Attorney

City of Placentia
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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA – EXECUTIVE SESSION
August 16, 2011
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Mayor/Board Chair Nelson
Mayor Pro Tem/Board Vice Chair Yamaguchi
Councilmember/Board Member Aguirre
Councilmember/Board Member Underhill
Councilmember/Board Member Wanke

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any items on the Executive Session Agenda only.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Executive Session proceedings.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – Two (2) Items
 - a. Placentia Police Officers Association v. City of Placentia, Orange County Superior Court, Case No. 30-2011-00485327
 - b. Mega Lighting, Inc./Norris-Repke v. City of Placentia, Orange County Superior Court No. 30-2010-00385719
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – Two (2) Items
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator
 - b. City Attorney

RDA: None

ICDA: None

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

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
August 16, 2011
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Mayor/Board Chair Nelson
Mayor Pro Tem/Board Vice Chair Yamaguchi
Councilmember/Board Member Aguirre
Councilmember/Board Member Underhill
Councilmember/Board Member Wanke

INVOCATION: Gary Drabek, Police Chaplain

PLEDGE OF ALLEGIANCE:

PRESENTATION:

- a. Quarterly Code Enforcement Update
Presenter: Environmental and Code Compliance Supervisor Bob Makowski

EXECUTIVE SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

The purpose of these reports is to provide information on projects and programs that are discussed at interagency board, committee, and commission meetings. No decisions are to be made on these issues. If a Council or Board Member would like formal action on any of the discussed items it will be placed on a future Council or Board Agenda.

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

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

COUNCIL/AGENCY/ICDA CONSENT CALENDAR:

- a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Financial Impact: None
Recommended Action: Approve

- b. **Minutes**
City Council/RDA/ICDA Regular Meeting – August 2, 2011
Recommended Action: Approve
- c. **City Fiscal Year 2010-2011 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$327,611.09
Recommended Action: Approve
- d. **Agency Fiscal Year 2010-2011 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$524.38
Recommended Action: Approve
- e. **City Fiscal Year 2011-2012 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$345,948.20
Recommended Action: Approve
- f. **Agency Fiscal Year 2011-2012 Warrant Register for August 3, 2011 Through August 16, 2011**
Financial Impact: \$480.53
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- g. **Declaration of Surplus Property**
Financial Impact:
Positive revenue gain from the sale of surplus property
Recommended Action: It is recommended that the City Council:
 - 1) Declare the list of equipment identified in Exhibit A as surplus property and approve their disposition pursuant to the City's Purchasing Policy
 - 2) Authorize the City Administrator or his designee to execute all applicable documents necessary to effectuate this action
- h. **Award of Contract for Integrated Network Telephone System**
Financial Impact:
Expense: \$175,223.12
Budgeted: \$170,000.00 Account Number 333523-6840
\$6,000.00 Account Number 422023-6135
Recommended Action: It is recommended that the City Council:
 - 1) Approve a contract with Integrated Computer Technologies (ICT), in the amount not to exceed \$38,795.00, for the installation of an integrated computer network upgrade and Cisco VOIP telephone system
 - 2) Approve the five (5) year financing lease agreement with Key Government Finance, Inc. at an estimated monthly lease payment of \$3,000.92 (beginning in December 2011 and ending August 2016)
 - 3) Approve a contract with Global Cabling, in an amount not to exceed \$13,533.28 to install ninety-two (92) additional computer ports and certification of all computer cabling throughout City Hall

- i. **Request to Prohibit Parking During Certain School Hours on Golden Avenue East of Valencia Avenue**
Financial Impact: Minimal
Recommended Action: It is recommended that the City Council:
 - 1) Adopt Resolution No. R-2011-40, A Resolution of the City Council of the City of Placentia, California prohibiting parking on Golden Avenue during certain school hours and authorizing and directing the City Engineer to mark said area accordingly

- j. **Memorandum of Understanding for North Orange County Economic Development Partnership**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
 - 1) Approve the Memorandum of Understanding for the North Orange County Economic Development Partnership
 - 2) Authorize the City Administrator, or his designee to execute the Memorandum of Understanding on behalf of the City, in a form approved by the City Attorney

- k. **Response to Grand Jury's Compensation Study of Orange County Cities**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
 - 1) Approve and authorize the Mayor to sign a letter to the Presiding Judge that responds to the findings and/or recommendations of the Grand Jury's Compensation Study

AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/AGENCY/ICDA: None

COUNCIL: None

AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

- a. **Second Reading and Adoption of an Ordinance Amending Chapter 10.26 of Title X of the Placentia Municipal Code Relating to Bingo Games and Regulations for Remote Caller Bingo**
Financial Impact: Not applicable
Recommended Action: It is recommended that the City Council:
 - 1) Conduct second reading by title only and adopt, Ordinance O-2011-09, An Ordinance of the City Council of the City of Placentia, California, amending

Chapter 10.26 of the Placentia Municipal Code regarding the licensing and regulation of bingo games within the City

b. Formation of Citizens Task Force

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Approve the formation of an Ad-hoc Citizens Task Force consisting of community members and one (1) representative from each of the four (4) City Commission/Committees as determined by the Mayor
- 2) Review the proposed workplan and provide appropriate direction to Staff

c. Selection of Information Technology Support Services

Financial Impact:

Expense: Not to exceed \$92,250.00

Budgeted: \$147,000.00 account number 422023-6290

Recommended Action: It is recommended that the City Council:

- 1) Approve a Professional Services Agreement with Synoptek, Inc. to provide IT Support Services for the remainder of Fiscal Year 2011-12 and Fiscal Year 2012-13 with a one (1) year extension option, at an estimated annual cost of \$88,800.00
- 2) Approve a 30 day extension of contract with City of BreaIT Solutions, in an amount not to exceed \$3,450.00, for transition services

AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

a. Approve Resolution Authorizing the Preparation of a Procedure for Pre-Qualification of Contractors

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-41, A Resolution of the City Council of the City of Placentia authorizing and directing Staff to prepare a procedure for pre-qualification of contractors seeking to bid on specified public works projects

AGENCY NEW BUSINESS:

b. Redevelopment Agency Enforceable Obligation Payment Schedule

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. RA-2011-11, A Resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia establishing an initial Enforceable Obligation Payment Schedule pursuant to California Health and Safety Code § 34169 (g)(1)

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Redevelopment/ICDA Agency Board of Directors will adjourn to September 6, 2011 at 5:30 p.m.

CERTIFICATION OF POSTING

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Placentia Redevelopment Agency and the Industrial Commercial Development Authority, hereby certify that the Agenda for the August 16, 2011, meetings of the City Council, Redevelopment Agency, and Industrial Commercial Development Authority was posted on August 11, 2011.

Tania Moreno, Deputy City Clerk

PRESENTATION – QUATERLY CODE COMPLIANCE UPDATE

Environmental and Code Compliance Bob Makowski to provide an overview of activity over the last several months relative to code compliance. Mr. Makowski will provide a brief PowerPoint presentation highlighting Code Compliance activity and answer City Council questions as requested.

Presenter: Bob Makowski

Presentation A
August 16, 2011

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – STUDY SESSION
August 2, 2011
4:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 4:35 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Nelson, Yamaguchi, Aguirre, Underhill, Wanke
ABSENT: None

Councilmember Aguirre arrived at 4:42 p.m.

ORAL COMMUNICATIONS: None

SS 1. Impacts of Recent State Legislation on the City's Redevelopment Agency

City Administrator Butzlaff provided a brief introduction. He noted that the recent enacted State legislation eliminates all State Redevelopment Agencies.

Assistant City Administrator Domer provided a staff report on the impacts of recent State legislation on the City's Redevelopment Agency. He provided a PowerPoint presentation. The PowerPoint presentation slides included: Redevelopment Agency of the City of Placentia, Summary of Recently Enacted State Legislation, City and Agency Impacts, Estimated General Fund Impact, and Property Related Items.

Discussion ensued among Council and City Staff regarding this item. Possible options were discussed by Council and Staff.

Assistant City Administrator Domer continued his PowerPoint presentation. The PowerPoint presentation slides included: Options, Schedule, and Next Steps.

Discussion ensued among Council and City Staff regarding this item and possible options. They discussed the establishment of an Oversight Board.

Mayor Pro Tem Yamaguchi noted that he would like to receive legal counsel progress reports on the issue.

Mayor Nelson noted that if the State moves forward he would be in favor of shutting down the City's Redevelopment Agency.

City Council noted that they would like to wait to see the actions taken by the courts.

City Administrator Butzlaff noted that the direction from Council is as follows: Continue to operate as if the Agency is active, monitor all State and other agencies actions, revise proactive actions to start winding down the Redevelopment Agency, and look into the possibility of the Industrial Commercial Development Authority becoming the successor agency.

Mayor Nelson announced the National Night Out event on Tuesday, August 2, 2011 from 5:00 p.m. to 8:00 p.m.

RECESS: The City Council/Redevelopment Agency recessed to Executive Session at 6:10 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Yamaguchi, Aguirre, Underhill, Wanke
ABSENT: None

Mayor Nelson arrived at 6:11 p.m.

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
 - a. Placentia Police Officers Association v. City of Placentia, Orange County Superior Court, Case No. 30-2011-00485327
 - b. Mega Lighting, Inc./Norris-Repke v. City of Placentia, Orange County Superior Court No. 30-2010-00385719
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – Two (2) Items
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator
 - b. City Attorney
5. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 166 La Jolla Street, APN 344-24-103
City Negotiator: Troy L. Butzlaff
Negotiating Parties: William Taormina
Under Negotiations: Price and Terms of Payment

RDA:

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 132 E. Crowther, APN 339-09-108
City Negotiator: Troy L. Butzlaff
Negotiating Parties: William Taormina
Under Negotiations: Price and Terms of Payment

ICDA: None

RECESS: The City Council/Redevelopment Agency reconvened the Regular Meeting at 7:09 p.m.

ROLL CALL:

PRESENT: Council/Agency Members Nelson, Yamaguchi, Aguirre, Underhill, Wanke

ABSENT: None

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew V. Arczynski; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Public Works Director, Steve Drinovsky; Finance Director, Karen Ogawa; Police Chief, Rick Hicks; Deputy Director of Community Services, Jon Nicks; Management Analyst, Eduardo De La Torre; Management Analyst, Maggie Le; Neighborhood Services Coordinator, Jeannette Ortega; City Clerk Specialist, Kelliagh Brown; Deputy City Clerk, Tania Moreno

INVOCATION: Gary Drabek, Police Chaplain

PLEDGE OF ALLEGIANCE: Mayor Nelson

PRESENTATION:

- a. Employee of the Quarter - Police (Sworn) Employee Group
Recipient: Detective Phillip Bush
Presenter: Mayor Nelson, City Administrator Butzlaff, and Police Chief Hicks
- b. Recognition of Placentia Presbyterian Church Centennial Celebration
Recipient: Claron Anderson, President of Corporation of the PPC
Presenter: Mayor Nelson
- c. Recognition for Service to Placentia Battalion Chief Chuck Nicola
Recipient: Chief Chuck Nicola
Presenter: Mayor Nelson and Division Chief Dan Drake
- d. Update from Senator Bob Huff on State Budget and Other Legislative Matters
Presenter: Senator Bob Huff

Senator Huff provided a brief update on State budget and other legislative matters. He noted the impacts of State legislation on the State's Redevelopment Agencies and the importance of implementing a spending cap.

Discussion ensued among Council and Senator Huff regarding this item.

EXECUTIVE SESSION REPORT: City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss the items listed on the agenda. He noted that there was no other reportable action from Executive Session this evening.

CITY ADMINISTRATOR REPORT: City Administrator Butzlaff reported on the following items: Announced the Movies in the Park and Concerts in the Park series events.

ORAL COMMUNICATIONS:

Lana Clay and Taryn Magdaleno, Representatives of American Cancer Society Relay for Life, provided a brief background review of the organization. They announced their upcoming Relay for Life event on August 13-14, 2011. They invited City Council members to their upcoming Relay for Life event.

Greg Sowards, resident, commended Placentia Battalion Chief Chuck Nicola. He encouraged City Council to attend the Relay for Life event. He commended City Council on the formation

of the Citizens Task Force and urged City Council to hire a consulting firm to conduct an assessment analysis.

Myra Mycena, resident, expressed her concerns regarding the possible installation of smart meters in the City.

Emil Bereczky, resident, expressed his concerns regarding landscaping issues in the City. He spoke in support of an assessment district. He requested to be considered to be appointed to the Citizens Task Force.

Jeff Buchanan, resident, noted that the Ad-hoc Committee met for the first time on August 1, 2011 and noted the various tree and sidewalk issues discussed. He requested City Council to officially recognize the formation of the group and name it the Tree and Sidewalk Review Committee.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Wanke commented and reported as follows: He congratulated the Presbyterian Church for their Centennial Celebration. Mayor Pro Tem Yamaguchi and he attended the Orange County Supervisors Shawn Nelson's quarterly luncheon. He attended an Orange County Fire Authority meeting last week. He expressed his concerns regarding the installation of Smart Meters in the City.

Councilmember Aguirre commented and reported as follows: He congratulated Detective Bush and Battalion Chief Nicola. He attended the Police and Fire Services breakfast event on July 28, 2011.

Councilmember Underhill commented and reported as follows: She noted that people make the City of Placentia a great city.

Mayor Pro Tem Yamaguchi commented and reported as follows: He attended the first Sidewalks and Trees Citizens Committee meeting, Placentia Community Foundation meeting, Annual Police and Fire Services breakfast, and the Orange County Supervisor's luncheon event. He noted he was part of two (2) fire station ride alongs. He thanked Detective Bush and Battalion Chief Nicola for their years of service.

Mayor Nelson commented and reported as follows: He commended the Chamber of Commerce for their Annual Police and Fire Services breakfast. He thanked Detective Bush and Battalion Chief Nicola for their years of service. He thanked Senator Huff for attending the City Council meeting. He commented on the elimination of the Redevelopment Agencies. He noted that he will be attending Relay for Life event. He attended the Association of California Cities meeting on pension reform. He attended the League of California Cities dinner and spoke with State Controller Chiang.

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

A motion was made by Councilmember Underhill, seconded by Mayor Pro Tem Yamaguchi, to approve Consent Calendar Item Nos. 1.a. through 1.k. Item 1.k. was pulled for separate consideration by Councilmember Wanke. Item 1.j. was pulled for separate consideration by Mayor Pro Tem Yamaguchi. Item 1.g. was pulled for separate consideration by Mayor Nelson.

COUNCIL/AGENCY/ICDA CONSENT CALENDAR:

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

- b. **Minutes**
City Council/RDA/ICDA Special Meeting and Regular Meeting – July 12, 2011 & July 19, 2011
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)

- c. **City Fiscal Year 2010-2011 Warrant Register for July 20, 2011 Through August 2, 2011**
Financial Impact: \$554,953.23
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)

- d. **Agency Fiscal Year 2010-2011 Warrant Register for July 20, 2011 Through August 2, 2011**
Financial Impact: \$29,149.43
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)

- e. **City Fiscal Year 2011-2012 Warrant Register for July 20, 2011 Through August 2, 2011**
Financial Impact: \$687,689.74
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)

- f. **Agency Fiscal Year 2011-2012 Warrant Register for July 20, 2011 Through August 2, 2011**
Financial Impact: \$7,982.53
Recommended Action: Approve
(APPROVED 5 – 0, as recommended)

- g. **Selection of Information Technology Services Contract**
Financial Impact:
Expense: \$109,512
Budgeted: \$147,000 (Account No.: 422023-6290)
Recommended Action: It is recommended that the City Council:
 - 1) Approve a Professional Services Agreement with the City of Brea, BreaIT Solutions to provide IT Support Services to the City of Placentia for the remainder of Fiscal Year 2011-2012 and Fiscal Year 2012-2013 with a one (1) year extension option
 - 2) Authorize the City Administrator to enter into a contract, in a form approved by the City Attorney, with the City of Brea, BreaIT Solutions on behalf of the City

Mayor Nelson requested to review the request for proposals and grading matrix.

Ryder Smith, Representative of Tripepi-Smith & Associates, provided a brief review of the selection process for information technology services, the creation of the in-house subcommittee, and the grading matrix process.

Discussion ensued among Council and City Staff regarding this item. They discussed the selection process and rate schedules being proposed.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Yamaguchi, to change vendors to Synoptek.

City Administrator Butzlaff recommended that City Council give direction to Staff to meet with Synoptek and ask them to provide a flat rate schedule.

A substitute motion was made by Mayor Nelson, seconded by Councilmember Aguirre, to negotiate a flat rate schedule with Synoptek.

Councilmember Wanke withdrew his original motion and Mayor Pro Tem Yamaguchi gave his approval.

A motion was made by Mayor Nelson, seconded by Councilmember Aguirre, and carried (5 – 0) to direct staff to request Synoptek to provide a list of flat rates and bring back the item to City Council.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson

NOES: None

COUNCIL CONSENT CALENDAR:

- h. **Determination and Levy of Special Tax for Fiscal Year 2011-2012 in Community Facilities District No. 89-1 (East Placentia)**
Financial Impact:
No General Fund impact – District revenues of \$2,955,922.28 will not cover estimated District expenditures of \$3,055,922.28
Recommended Action: It is recommended that the City Council:
- 1) Approve the Community Facilities District 2011-2012 Special Tax Levy of \$2,955,922.28
 - 2) Approve the attached Resolution authorizing the Special Tax Levy in Community Facilities District 89-1 for Fiscal Year 2011-2012
 - 3) Authorize inclusion of the Special Tax Levy for Fiscal Year 2011-2012 on the Orange County Secured Property Tax Roll
- (APPROVED 5 – 0, as recommended)**
- i. **Approve Master Funding Agreement C-1-2778 Between the Orange County Transportation Authority and the City of Placentia for M2 Comprehensive Transportation Funding Programs**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
- 1) Approve Master Funding Agreement C-1-2778 for the Comprehensive Transportation Funding Programs, Measure M2 Projects
 - 2) Authorize the Mayor to execute the Master Funding Agreement on behalf of the City, in a form approved by the City Attorney
- (APPROVED 5 – 0, as recommended)**
- j. **Resolution Establishing Membership of the Cultural Arts Commission and Appointments to Fill Vacancies**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-37, A Resolution of the City Council of the City of Placentia, California establishing membership of the Cultural Arts Commission at nine (9) members
- 2) Entertain nominations and make necessary appointments to fill positions on the Cultural Arts Commission

City Administrator Butzlaff provided a brief introduction of the item.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Aguirre, and carried (5 - 0) to adopt Resolution No. R-2011-37, a Resolution of the City Council of the City of Placentia, California establishing membership of the Cultural Arts Commission at nine (9) members.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson

NOES: None

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Mayor Nelson, and carried (5 - 0) to change the term limits of the two (2) current vacancies in the Cultural Arts Commission to three (3) year terms instead of four (4) year terms to be consistent with the ordinance regarding staggered terms.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson

NOES: None

Mayor Nelson opened nominations for the **Cultural Arts Commission**. Nominations were made to fill two (2) vacancies both expiring in three (3) years.

Mayor Pro Tem Yamaguchi nominated, and Councilmember Wanke seconded the nomination of candidate Daniel Davis to fill term for the Cultural Arts Commission, term ending in three (3) years.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (5 - 0) to appoint Daniel Davis to fill term for the Cultural Arts Commission, term ending in three (3) years.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson

NOES: None

Councilmember Underhill nominated, and Mayor Nelson seconded the nomination of candidate William Heaton to fill term for the Cultural Arts Commission, term ending in three (3) years.

A motion was made by Councilmember Underhill, seconded by Mayor Nelson, and carried (4 - 0 - 1) to appoint William Heaton to fill term for the Cultural Arts Commission, term ending in three (3) years.

AYES: Aguirre, Underhill, Wanke, Nelson

NOES: None

ABSTAIN: Yamaguchi

k. **Consideration to Approve an Agreement for Media Production Services**
Financial Impact:

Expense: Not to exceed \$39,000.00 annually; Budgeted in Fiscal Year 2011-2012 Budget, Account#441573-6099

Revenue: Public, Educational, and Governmental (PEG) Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve a Consulting Services Agreement with Mr. Daniel Fenstermaker for Media Production Services
- 2) Authorize the City Administrator to execute agreement and extensions permitted therein on behalf of the City, in a form approved by the City Attorney

(APPROVED 5 – 0, as recommended)

City Administrator Butzlaff provided a brief review of the item.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, and carried (5 – 0) to approve a Consulting Services Agreement with Mr. Daniel Fenstermaker for media production services and authorize the City Administrator to execute agreement and extensions permitted therein on behalf of the City, in a form approved by the City Attorney.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson

NOES: None

AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/AGENCY/ICDA: None

COUNCIL: None

AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS:

a. **Approve Award of Construction Contract to Union Construction Company and Award of Contract for Construction Management and Inspection Services to Willdan Engineering for the Gomez Community Center Renovation Project**

Financial Impact:

Expense: \$436,293 Construction; \$39,000 Construction Management and Inspection Services

Budgeted: \$263,000 Account No. 333554-6185 J/L 6107040133

Unbudgeted: \$212,293 Park Development

Recommended Action: It is recommended that the City Council:

- 1) Approve plans and specifications prepared by Williams Architects dated June 6, 2011 for the Gomez Community Center Renovation Project
- 2) Approve a budget amendment to allocate an additional \$212,293 in Park Development funds towards the project
- 3) Award the construction contract to the lowest responsive and responsible bidder, Union Construction Company, for an amount not to exceed \$396,630 and authorize the appropriation of a 10% construction contingency fund of \$39,663
- 4) Reject all other bids
- 5) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an agreement amount not to exceed 10% of the project construction cost
- 6) Authorize the City Administrator to execute contract documents on behalf of the City, in a form approved by the City Attorney
- 7) Authorize the City Administrator to execute a Professional Services Agreement, in a form approved by the City Attorney, with Willdan Engineering for an amount not to exceed \$39,000 for Construction Management and Inspection services for the Gomez Community Center Renovation Project

(APPROVED 5 – 0, as recommended)

City Administrator Butzlaff provided a brief introduction of the item.

Deputy Director of Community Services Nicks provided a staff report regarding the item. He provided a brief background on the Gomez Community Center Renovation Project and noted the recommended action.

Discussion ensued among Council and City Staff regarding this item. They discussed the funding elements and the bids received.

A motion was made by Councilmember Wanke, seconded by Councilmember Underhill, and carried (5 – 0) to approve item 3a.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson
 NOES: None

AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

- a. **First Reading and Introduction of an Ordinance Amending Chapter 10.26 of Title X of the Placentia Municipal Code Relating to Bingo Games and Regulations for Remote Caller Bingo**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2011-09, an Ordinance of the City Council of the City of

Placentia, California, amending chapter 10.26 of the Placentia Municipal Code regarding the licensing and regulation of bingo games within the City
(APPROVED 5 – 0, as recommended)

City Administrator Butzlaff provided a brief introduction of the item.

City Attorney Arczynski noted that the Ordinance being introduced for first reading amends the current Municipal Code.

Discussion ensued among Council and City Staff regarding this item.

Assistant City Administrator Domer provided a brief staff report and noted SB340 regulations.

A motion was made by Mayor Nelson, seconded by Councilmember Aguirre, and carried (5 – 0) to waive full reading, reading by title only, and introduce for first reading, Ordinance O-2011-09, an Ordinance of the City Council of the City of Placentia, California, amending chapter 10.26 of the Placentia Municipal Code regarding the licensing and regulation of bingo games within the City.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson
NOES: None

b. **Formation of Citizens Task Force on Establishment of a Citywide Assessment District**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the formation of an ad-hoc Citizens Task Force consisting of community members and one (1) representative from each of the four (4) City Commission/Committees as determined by the Mayor

City Administrator Troy Butzlaff provided a brief review of the item.

Discussion ensued among Council and City Staff regarding this item.

Councilmember Underhill noted that each Councilmember should have the right to appoint one (1) member to the committee.

Mayor Nelson noted that a professional consulting firm should conduct an assessment district analysis. He noted that he would like to continue the item and have one more meeting with the citizens group before approving the formation of the ad-hoc Citizens Task Force.

Jeff Buchanan, resident, noted that the group would like to have a clear understanding of how much they are going to invest in the assessment district.

City Administrator Butzlaff suggested that City Council direct Staff to obtain work programs from a consulting firm that specializes in assessment districts.

City Council agreed to bring back pricing on various studies needed to answer the threshold questions raised by Mr. Buchanan and the committee.

AGENCY NEW BUSINESS: None

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Wanke requested that the Council give direction to Staff to update the Zoning Code to add the Use Confirmative Process.

City Administrator Butzlaff noted that Staff is currently working on updating the Zoning Code.

Mayor Pro Tem Yamaguchi requested that Council give direction to Staff to timely inform Council on all matters.

ADJOURNMENT:

The City Council/Redevelopment Agency/ICDA Board of Directors adjourned at 9:27 p.m. to a regular meeting on August 16, 2011.

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

ATTEST:

SCOTT W. NELSON, MAYOR/AGENCY CHAIR

City of Placentia
Warrant Register FY 10/11
For 8/16/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 334,582.34

Warrant Totals by ID	
AP	334,582.34
EP	0.00
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	138,064.14
225-Asset Seizure	1,519.21
265-Landscape Maintenance	9,110.95
270-Housing and Community Develop.	60.00
401-City Capital Projects	82,637.17
501-Refuse Administration	150.30
505-CNG Fueling Station	17,970.74
601-Employee Health & Welfare	300.00
605-Risk Management	14,390.08
620-Citywide Services	62,085.98
701-Special Deposits	1,322.52

Warrant Total: 327,611.09

Void Total: 6,971.25
Warrant Total: 327,611.09

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

1c
August 16, 2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	A-1 AUTO BODY AND TOWI V005848	MAY CSUPPD TOWING SERVICES	103041-6181 / 50208-6181 Towing Services	TK08411A	841.50	MAY 11 CSUFI	P05380	00073548	08/16/2011
RV	A-1 AUTO BODY AND TOWI V005848	MAY CSUPPD TOWING SERVICES	103041-6181 / 50208-6181 Towing Services	TK08411A	841.50	MAYY CSUFPI	P05380	00073548	08/16/2011
RV	A-1 AUTO BODY AND TOWI V005848	MAY TOWING SERVICES	103041-6181 Towing Services	TK08411A	5,288.25	MAY 11	P05381	00073548	08/16/2011
				Vendor Total:	6,971.25				
				Type Total:	6,971.25				
				Void Total:	6,971.25				

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	A-1 AUTO BODY AND TOWI V005848	MAY CSUPPD TOWING SERVICES	103041-6181 / 50208-6181 Towing Services	ITK0808A	841.50	MAY 11 CSUF	P05380	00073601	08/16/2011
MW IP	A-1 AUTO BODY AND TOWI V005848	MAY TOWING SERVICES	103041-6181 Towing Services	ITK0808A	5,288.25	MAY 2011	P05381	00073601	08/16/2011
		Vendor Total:			6,129.75				
MW OH	ACTION SALES V007689	REFRIGERATOR FOR SR. CENTER	333554-6185 / 6104340133-6185 Construction Services	TK08411A	2,723.10	308171	P05333	00073549	08/16/2011
		Vendor Total:			2,723.10				
MW OH	ADMINSURE V004980	MAY WORKERS COMP CLAIMS AT	404580-6025 Third Party Administration	TK08411A	3,179.82	5364	P05574	00073550	08/16/2011
MW OH	ADMINSURE V004980	JUNE WORKERS COMP CLAIMS	404580-6025 Third Party Administration	TK08411A	3,179.82	5410	P05661	00073550	08/16/2011
		Vendor Total:			6,359.64				
MW OH	AMBIENT ENVIRONMENTA V007264	ENVIRONMENTAL SERVICES-1701	333554-6105 / 6107040133-6105 Custodial	TK08411A	500.00	3130	P04958	00073551	08/16/2011
MW OH	AMBIENT ENVIRONMENTA V007264	ENVIRONMENTAL SERVICES	333554-6105 / 6106640133-6105 Custodial	TK08411C	500.00	3129	P05012	00073551	08/16/2011
		Vendor Total:			1,000.00				
MW OH	ANAHEIM FULLERTON TOW V006631	MAY TOWING SERVICES	103041-6181 Towing Services	TK08411A	6,344.25	MAY 11	P05382	00073552	08/16/2011
		Vendor Total:			6,344.25				
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK0803A	2,816.98	071511		00073532	08/03/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK0803A	7.60	071511		00073532	08/03/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK0803A	198.66	071511		00073532	08/03/2011
		Vendor Total:			3,023.24				
MW OH	AT-SINC V007711	CITY CAPITAL ASSETS INVENTOR	102021-6010 Accounting & Auditing Service	TK08411A	3,300.00	COP-2		00073553	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Vendor Total:	3,300.00			
MW OH	BSN SPORTS V003639	SPORTS SUPPLIES-PARKS PROGR	104071-6301 Special Department Supplies	TK08411A	519.78 94078508	P05203	00073554	08/16/2011
				Vendor Total:	519.78			
MW OH	BUENVIAGE, JEAN V006974	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK08411A	35.00 72290		00073555	08/16/2011
				Vendor Total:	35.00			
MW OH	BURKE WILLIAMS & SOREN V006247	LEGAL SERVICES	101005-6005 Legal Services	TK08411A	9,238.92 147855	P05571	00073556	08/16/2011
				Vendor Total:	9,238.92			
MW IP	CALBO V000200	MEMBERSHIP-R. CHANG	102532-6255 Dues & Memberships	ITK0803A	215.00 020211	P05663	00073533	08/03/2011
MW IP	CALBO V000200	ED WEEK REGISTRATION-J. WIGE	102532-6245 Meetings & Conferences	ITK0803A	150.00 2353	P05664	00073533	08/03/2011
MW IP	CALBO V000200	ED WEEK REGISTRATION-B. CHER	102532-6245 Meetings & Conferences	ITK0803A	200.00 2353	P05664	00073533	08/03/2011
				Vendor Total:	565.00			
MW OH	CALIFORNIA FORENSIC PHI V000232	MAY DUI BLOOD DRAWS	103040-6055 Medical Services	TK08411A	2,084.50 06.30.11	P05581	00073557	08/16/2011
				Vendor Total:	2,084.50			
MW OH	CALIFORNIA STATE UNIVEI V006510	MAY CSUF PD IMPOUND FEES	103041-6183 / 50208-6183 CSUF PD Reimburse Impound Fet	TK08411A	2,101.17 MAY 11 CSUFF	P05626	00073558	08/16/2011
				Vendor Total:	2,101.17			
MW OH	CALIFORNIA YELLOW V003323	JUNE SR. TRANSPORTATION	101572-6401 Community Programs	TK08411A	4,329.60 JUNE 11	P04743	00073559	08/16/2011
				Vendor Total:	4,329.60			
MW OH	CANO, JOE V006426	DEPOSIT REFUND - TRJ CITY	100000-4385 / 79188-4385 Facility Rental	TK08411A	100.00 71372		00073560	08/16/2011
				Vendor Total:	100.00			

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103041-6182 Lien Services	TK08411A	182.00	209	P05624	00073561	08/16/2011
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103041-6182 Lien Services	TK08411A	13.00	210	P05624	00073561	08/16/2011
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103041-6182 Lien Services	TK08411A	234.00	214	P05624	00073561	08/16/2011
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103041-6182 Lien Services	TK08411A	240.00	3318	P05624	00073561	08/16/2011
MW OH	CLEAR CHOICE LIEN SALES JUNE CSJFPD LIEN SERVICES V005847		103041-6182 / 50208-6182 Lien Services	TK08411A	26.00	200B	P05625	00073561	08/16/2011
MW OH	CLEAR CHOICE LIEN SALES JUNE CSJFPD LIEN SERVICES V005847		103041-6182 / 50208-6182 Lien Services	TK08411A	13.00	209A	P05625	00073561	08/16/2011
				Vendor Total:	708.00				
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1224 AR/City of Fullerton	TK08411D	24.25	3859-02201		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1232 Accts Rec/Other Agencies	TK08411D	24.25	3859-02201		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1232 Accts Rec/Other Agencies	TK08411D	33.25	3859-02202		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1232 Accts Rec/Other Agencies	TK08411D	38.70	3859-02209		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1232 Accts Rec/Other Agencies	TK08411D	38.70	3859-02211		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1228 AR/County of Orange	TK08411D	16.00	3859-02216		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1224 AR/City of Fullerton	TK08411D	24.25	3859-02219		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1232 Accts Rec/Other Agencies	TK08411D	24.25	3859-02219		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		0010-1224 AR/City of Fullerton	TK08411D	24.25	3859-02220		00073687	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK08411D	158.69	3859-02221		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK08411D	24.25	3859-02222		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	TK08411D	72.75	3859-02223		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1232 Accis Rec/Other Agencies	TK08411D	99.75	3859-02224		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK08411D	24.25	3859-02226		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK08411D	46.13	3859-02228		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1232 Accis Rec/Other Agencies	TK08411D	178.12	3859-02231		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1232 Accis Rec/Other Agencies	TK08411D	69.01	3859-02232		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1232 Accis Rec/Other Agencies	TK08411D	72.75	3859-02235		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK08411D	797.27	3859-02236		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1232 Accis Rec/Other Agencies	TK08411D	797.27	3859-02236		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	0010-1224 AR/City of Fullerton	TK08411D	1,106.80	3859-02237		00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	48.50	3859-02201	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	232.75	3859-02202	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	98.53	3859-02203	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099	TK08411D	48.50	3859-02204	P04766	00073687	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	317.38	3859-02205	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	92.27	3859-02206	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	129.79	3859-02207	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	97.00	3859-02208	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	116.10	3859-02209	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	48.50	3859-02210	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	116.10	3859-02211	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	92.27	3859-02212	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	178.29	3859-02213	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	108.53	3859-02214	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	48.50	3859-02215	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	32.50	3859-02216	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	48.50	3859-02217	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	97.00	3859-02218	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM V000258	JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	48.50	3859-02219	P04766	00073687	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	24.25	3859-02220	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	158.69	3859-02221	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	24.25	3859-02222	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	24.25	3859-02223	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	99.75	3859-02224	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	1,277.04	3859-02225	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	72.75	3859-02226	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	48.50	3859-02227	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	46.14	3859-02228	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	1,253.00	3859-02229	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	97.00	3859-02230	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	59.38	3859-02231	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	207.05	3859-02232	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	194.00	3859-02233	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099 Other Professional Services	TK08411D	2,044.00	3859-02234	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES V000258	COM JUNE TRAFFIC SIGNAL MAINT	103652-6099	TK08411D	72.75	3859-02235	P04766	00073687	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK08411D	1,594.55	3859-02236	P04766	00073687	08/16/2011
MW OH	COMPUTER SERVICES COM JUNE TRAFFIC SIGNAL MAINT V000258		103652-6099 Other Professional Services	TK08411D	1,106.81	3859-02237	P04766	00073687	08/16/2011
			Vendor Total:		14,098.61				
MW OH	COUNTY OF ORANGE TREA JUNE OCATS SERVICES V000715		103043-6299 Other Purchased Services	TK08411A	784.00	SH29501	P04779	00073562	08/16/2011
MW OH	COUNTY OF ORANGE TREA 4TH QTR 800 MHZ CHARGES V000715		103043-6137 Repair Maint/Equipment	TK08411A	5,820.92	SC05607	P05567	00073562	08/16/2011
			Vendor Total:		6,604.92				
MW OH	DE LA TORRE, EDUARDO V0003527	FALL 2010 TUITION REIMBURSE	431010-5150 Tuition Reimbursement	TK08411B	531.70	FALL 10	P05572	00073563	08/16/2011
MW OH	DE LA TORRE, EDUARDO V0003527	SPRING 2011 TUITION REIMBURSE	431010-5150 Tuition Reimbursement	TK08411B	1,336.42	SPRING 11	P05575	00073563	08/16/2011
			Vendor Total:		1,868.12				
MW OH	DELL MARKETING L.P. V000301	MONITOR (1)	213041-6840 Machinery & Equipment	TK08411B	331.48	XFCX5F9N8	P05235	00073564	08/16/2011
MW OH	DELL MARKETING L.P. V000301	STATE ENVIRONMENTAL FEE	213041-6840 Machinery & Equipment	TK08411B	16.00	XPXKFR755	P05235	00073564	08/16/2011
MW OH	DELL MARKETING L.P. V000301	COMPUTER	213041-6840 Machinery & Equipment	TK08411B	1,085.41	XPXKFR755	P05235	00073564	08/16/2011
MW OH	DELL MARKETING L.P. V000301	TAX	213041-6840 Machinery & Equipment	TK08411B	86.32	XPXKFR755	P05235	00073564	08/16/2011
			Vendor Total:		1,519.21				
MW OH	FAIRWAY FORD V000376	MISC CAR PARTS	0043-1505 Auto Supply Inventory	TK08411B	616.63	166276	P05578	00073565	08/16/2011
MW OH	FAIRWAY FORD V000376	MISC CAR PARTS	0043-1505 Auto Supply Inventory	TK08411B	33.61	166614	P05578	00073565	08/16/2011
MW OH	FAIRWAY FORD	MISC CAR PARTS	0043-1505	TK08411B	288.52	C28911	P05578	00073565	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000376		Auto Supply Inventory						
	Vendor Total:				938.76				
MW OH	FERGUSON PRAET & SHERA PROFESSIONAL SERVICES-McCLA V000396		101005-6005 Legal Services	TK08411B	1,628.00	14742	P05159	00073566	08/16/2011
MW OH	FERGUSON PRAET & SHERA APRIL LEGAL SERVICES-MCCLAR V000396		101005-6005 Legal Services	TK08411B	869.90	14824	P05622	00073566	08/16/2011
	Vendor Total:				2,497.90				
MW OH	FLEET SERVICES INC V000400	TRUCK PARTS	0043-1505 Auto Supply Inventory	TK08411B	33.90	1211040056	P05362	00073567	08/16/2011
MW IP	FORBES, JOSIE V007432	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	ITK0728B	1,864.85	SUMMER 2011	P05587	00073528	07/28/2011
MW OH	GLOE, ADAM V002828	SPRING III TUITION REIMBURSEMENT	431010-5150 Tuition Reimbursement	TK08411B	740.12	SPRING III	P05596	00073568	08/16/2011
	Vendor Total:				1,864.85				
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	431010-6335 Water	ITK0803A	23,371.14	072811		00073534	08/03/2011
MW IP	GOLDEN STATE WATER CO V000928	MONTHLY WATER CHARGES	296561-6335 Water	ITK0803A	8,890.30	072811		00073534	08/03/2011
	Vendor Total:				32,261.44				
MW OH	HELSPER, ERYN V007793	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08411B	100.00	29626		00073569	08/16/2011
MW IP	INTERNATIONAL CODE COI V002643	ICC MEMBERSHIP - R. CHANG	102532-6255 Dues & Memberships	ITK0803A	125.00	2834673	P05662	00073535	08/03/2011
MW OH	INTOXIMETERS INC. V000524	DUI EQUIPMENT	103041-6840 / 50028-6840 Machinery & Equipment	TK08411B	2,798.90	337172	P04558	00073570	08/16/2011
	Vendor Total:				125.00				

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
		Vendor Total:			2,798.90				
MW OH	KOSMONT COMPANIES V006131	REAL ESTATE ADVISORY SERVICE	0044-2042 / 45014-2042 Construction Deposits	TK08411B	1,322.52	11018.0.6	P05646	00073571	08/16/2011
		Vendor Total:			1,322.52				
MW OH	LIEBERT CASSIDY WHITMC V000597	LEGAL SERVICE	404582-6210 / 10025-6210 Liability Claims	TK08411B	144.00	131357	P05570	00073572	08/16/2011
MW OH	LIEBERT CASSIDY WHITMC V000597	GENERAL LEGAL SERVICES	404582-6210 / 10025-6210 Liability Claims	TK08411B	405.00	129918	P05588	00073572	08/16/2011
		Vendor Total:			549.00				
MW OH	MARIPOSA HORTICULTURA V000647	JUNE LANDSCAPE SERVICES	103655-6115 Landscaping	TK08411B	49,799.77	52086	P05527	00073573	08/16/2011
		Vendor Total:			49,799.77				
MW OH	MAYNOR, DONALD H V007610	LEGAL SERVICES APRIL-JUN	102021-6099 Other Professional Services	TK08411B	2,500.00	DHM5298	P05584	00073574	08/16/2011
		Vendor Total:			2,500.00				
MW OH	MOON, JU YEAL V005404	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK08411B	155.00	70684		00073575	08/16/2011
		Vendor Total:			155.00				
MW OH	MORENO, MARCO V007792	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08411B	100.00	71370		00073576	08/16/2011
		Vendor Total:			100.00				
MW OH	MUNISERVICES V007753	UUT SERVICES APRIL-JUNE 2011	102021-6099 Other Professional Services	TK08411B	1,250.00	25089	P05585	00073577	08/16/2011
		Vendor Total:			1,250.00				
MW IP	MZN CONSTRUCTION INC V003959	HOME REHAB CHARGES	302535-6401 Community Programs	ITK0728B	60.00	2450-IN-A		00073529	07/28/2011
		Vendor Total:			60.00				
MW OH	NATIONAL CONSTRUCTION V002550	RESTROOM RENTAL	384359-6137 Repair Maint/Equipment	TK08411B	85.38	3216887	P03817	00073578	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
			Vendor Total:		85.38				
MW OH	NOVAPRO RISK SOLUTIONS V004397	THIRD PARTY CLAIMS	404582-6025 Third Party Administration	TK08411B	1,540.61	AX000008991	P05648	00073579	08/16/2011
MW OH	NOVAPRO RISK SOLUTIONS V004397	THIRD PARTY CLAIMS	404582-6025 Third Party Administration	TK08411B	559.83	AX000008992	P05648	00073579	08/16/2011
MW OH	NOVAPRO RISK SOLUTIONS V004397	THIRD PARTY CLAIMS	404582-6025 Third Party Administration	TK08411B	1,481.00	AX000009197	P05648	00073579	08/16/2011
			Vendor Total:		3,581.44				
MW OH	NYSTROM CONSULTING V006265	JUNE LEGAL SERVICES	404582-6210 / 10013-6210 Liability Claims	TK08411B	3,300.00	LOPEZ-04	P05647	00073580	08/16/2011
MW OH	NYSTROM CONSULTING V006265	JUNE LEGAL SERVICES	404582-6210 / 10013-6210 Liability Claims	TK08411B	600.00	LOPEZ-05	P05647	00073580	08/16/2011
			Vendor Total:		3,900.00				
MW IP	OCE IMAGISTICS INC. V006549	JUNE COPIER MAINT	431010-6175 Office Equipment Rental	ITK0728B	333.84	416134117		00073530	07/28/2011
MW IP	OCE IMAGISTICS INC. V006549	JUNE COPIER MAINT	431010-6175 Office Equipment Rental	ITK0728B	752.02	416135918		00073530	07/28/2011
			Vendor Total:		1,085.86				
MW OH	ONYX ARCHITECTS V006691	ARCHITECTURAL DESIGN SERVIC	333554-6015 / 6106615023-6015 Engineering Services	TK08411B	499.21	10911	P04348	00073581	08/16/2011
MW OH	ORANGE COUNTY TREASURY V007306	4TH QTR CAST BILLINGS	103040-6099 Other Professional Services	TK08411B	650.00	HCA0575	P05580	00073582	08/16/2011
			Vendor Total:		650.00				
MW OH	PASCASIO, ELIZABETH V007794	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08411B	50.00	71373		00073583	08/16/2011
			Vendor Total:		50.00				
MW OH	PERRY, BRIAN V002942	SPRING TUITION REIMBURSEMEN	431010-5150 Tuition Reimbursement	TK08411B	78.75	SPRING 11	P05597	00073584	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
			Vendor Total:		78.75			
MW OH	PSYCHOLOGICAL CONSULT V003436	JUNE PRE EMPLOYMENT PSYCH F	101512-6099 Other Professional Services	TK08411B	350.00 6302011OL	P05573	00073585	08/16/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 Uniforms	TK08411B	183.75 R502498900015		00073586	08/16/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 Uniforms	TK08411B	26.10 R502500700015		00073586	08/16/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 / 50045-6360 Uniforms	TK08411C	64.62 R502516700017		00073586	08/16/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 Uniforms	TK08411B	152.24 R537486701025		00073586	08/16/2011
MW OH	QUARTERMASTER UNIFORMS V005761	UNIFORMS	103041-6360 Uniforms	TK08411B	93.51 R537634301025		00073586	08/16/2011
			Vendor Total:		520.22			
MW OH	RICHARD FISHER ASSOCIA V007459	LANDSCAPE ARCHITECTURAL SR	333555-6015 / 6104915028-6015 Engineering Services	TK08411C	1,747.00 3141	P04867	00073587	08/16/2011
			Vendor Total:		1,747.00			
MW OH	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	TK08411C	142.50 203052		00073588	08/16/2011
MW OH	SA AQUATICS V002842	JUNE FOUNTAIN MAINT	103655-6115 Landscaping	TK08411C	142.50 203052	P03853	00073588	08/16/2011
			Vendor Total:		285.00			
MW OH	SECOND HARVEST FOOD B V005571	JUNE COMMODITIES DELIVERY	101572-6301 / 79262-6301 Special Department Supplies	TK08411C	70.66 A0120023	P04543	00073589	08/16/2011
			Vendor Total:		70.66			
MW OH	SHRED-IT LOS ANGELES V000905	DOCUMENT SHREDDING	374386-6299 Other Purchased Services	TK08411C	150.30 00333700101	P05569	00073590	08/16/2011
			Vendor Total:		150.30			
MW IP	SOUTHERN CALIFORNIA EI	MONTHLY ELECTRICITY CHARGE	296561-6330	ITK0803A	21.99 072711		00073536	08/03/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EI MONTHLY ELECTRICITY CHARGE 0010-1226 V000910		AR/City of Yorba Linda	ITK0803A	116.71	072711		00073536	08/03/2011
MW IP	SOUTHERN CALIFORNIA EI MONTHLY ELECTRICITY CHARGE 431010-6330 V000910		Electricity	ITK0803A	12,809.70	072711		00073536	08/03/2011
MW IP	SOUTHERN CALIFORNIA EI MONTHLY ELECTRICITY CHARGE 0010-1228 V000910		AR/County of Orange	ITK0803A	10.65	072711		00073536	08/03/2011
MW IP	SOUTHERN CALIFORNIA EI MONTHLY ELECTRICITY CHARGE 103552-6330 V000910		Electricity	ITK0803A	36.26	072711		00073536	08/03/2011
				Vendor Total:	12,995.31				
MW OH	SOUTHERN CALIFORNIA G/ JUNE NVG STATION FUEL V002682		0043-1505 Auto Supply Inventory	TK08411C	16,422.66	JUNE 11	P05627	00073591	08/16/2011
				Vendor Total:	16,422.66				
MW OH	ST JOSEPH HERITAGE HEAL JUNE EMPLOYEE PHYSICAL EXAM V000980		101512-6099 Other Professional Services	TK08411C	190.00	252-1458	P05651	00073592	08/16/2011
				Vendor Total:	190.00				
MW IP	STATE OF CALIFORNIA V000239	VENDOR USE FUEL TAX	383559-6940 Payments to Other Agencies	ITK0728B	3,927.44	Q1 2010	P05621	00073531	07/28/2011
MW IP	STATE OF CALIFORNIA V000239	VENDOR USE FUEL TAX	383559-6940 Payments to Other Agencies	ITK0728B	4,653.09	Q2 2010	P05621	00073531	07/28/2011
MW IP	STATE OF CALIFORNIA V000239	VENDOR USE FUEL TAX	383559-6940 Payments to Other Agencies	ITK0728B	3,358.42	Q3 2010	P05621	00073531	07/28/2011
MW IP	STATE OF CALIFORNIA V000239	VENDOR USE FUEL TAX	383559-6940 Payments to Other Agencies	ITK0728B	4,780.46	Q4 2010	P05621	00073531	07/28/2011
MW IP	STATE OF CALIFORNIA V000239	2010 TAXES-UNDERGROUND STOI	383559-6940 Payments to Other Agencies	ITK0803A	313.91	Q1 2010A	P05666	00073537	08/03/2011
MW IP	STATE OF CALIFORNIA V000239	2010 TAXES-UNDERGROUND STOI	383559-6940 Payments to Other Agencies	ITK0803A	308.99	Q2 2010A	P05666	00073537	08/03/2011
MW IP	STATE OF CALIFORNIA V000239	2010 TAXES-UNDERGROUND STOI	383559-6940 Payments to Other Agencies	ITK0803A	343.34	Q3 2010A	P05666	00073537	08/03/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	STATE OF CALIFORNIA V000239	2010 TAXES-UNDERGROUND STO	383559-6940 Payments to Other Agencies	ITK0803A	199.71	Q4 2010A	P05666	00073537	08/03/2011
				Vendor Total:	17,885.36				
MW OH	SYLVANIA LIGHTING SERV V007754	LIGHTING RETROFIT-CITY HALL/F	333554-6185 / 20018-6185 Construction Services	TK08411C	54,877.86	402432	P05623	00073593	08/16/2011
				Vendor Total:	54,877.86				
MW OH	TRAFFIC CONTROL SERVIC V001039	BARRICADE RENTAL	103652-6301 Special Department Supplies	TK08411C	2,176.41	01-501324	P05577	00073594	08/16/2011
				Vendor Total:	2,176.41				
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK08411C	294.66	011500	P05526	00073595	08/16/2011
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK08411C	373.06	421940	P05526	00073595	08/16/2011
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK08411C	296.89	426011	P05526	00073595	08/16/2011
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK08411C	222.19	450597	P05526	00073595	08/16/2011
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK08411C	290.14	460721	P05526	00073595	08/16/2011
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK08411C	133.77	460722	P05526	00073595	08/16/2011
				Vendor Total:	1,610.71				
MW OH	WAGE WORKS INC V007394	APRIL FLEX SPENDING ADMIN	395083-6025 Third Party Administration	TK08411C	100.00	125A10158327	P05628	00073596	08/16/2011
MW OH	WAGE WORKS INC V007394	MAY FLEX SPENDING ADMIN	395083-6025 Third Party Administration	TK08411C	100.00	125A10160570	P05628	00073596	08/16/2011
MW OH	WAGE WORKS INC V007394	JUNE FLEX SPENDING ADMIN	395083-6025 Third Party Administration	TK08411C	100.00	125A10162804	P05628	00073596	08/16/2011
				Vendor Total:	300.00				
MW OH	WEST COAST ARBORISTS IN V001102	RIGHT OF WAY TREE TRIMMING/F	0043-2039	TK08411C	968.50	73389	P05579	00073597	08/16/2011

City of Placentia
Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001124		Tree Trimming Deposits						
	Vendor Total:				968.50				
MW OH	WILLDAN ASSOCIATES V001127	APRIL ENGINEERING SRVS	333552-6185 / 6100440600-6185 Construction Services	TK08411C	10,852.50	004-10816	P05018	00073598	08/16/2011
MW OH	WILLDAN ASSOCIATES V001127	CONST MANAGEMENT BRADFORD	333552-6185 / 6100440600-6185 Construction Services	TK08411C	10,037.50	004-10871	P05185	00073598	08/16/2011
MW OH	WILLDAN ASSOCIATES V001127	JUNE TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK08411C	4,480.00	006-10947	P05629	00073598	08/16/2011
MW OH	WILLDAN ASSOCIATES V001127	JUNE TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK08411C	420.00	006-10948	P05629	00073598	08/16/2011
	Vendor Total:				25,790.00				
MW OH	WILLDAN ENGINEERING V007112	JUNE CONST MANAGEMENT/INSP	333555-6015 / 6106640023-6015 Engineering Services	TK08411C	900.00	00410902	P05312	00073599	08/16/2011
	Vendor Total:				900.00				
MW OH	WILLDAN FINANCIAL SERV V005723	PRO SRVS-CAP & USER FEE	102021-6099 Other Professional Services	TK08411C	9,739.00	010-14721	P05568	00073600	08/16/2011
	Vendor Total:				9,739.00				
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	ITK0803A	951.49	072811		00073538	08/03/2011
	Vendor Total:				951.49				
	Type Total:				327,611.09				
	Warrant Total:				327,611.09				

**City of Placentia
RDA Warrant Register FY 10/11
For 8/16/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 524.38

<u>Warrant Totals by ID</u>	
AP	524.38
EP	0.00
IP	0.00
OP	0.00

<u>Fund Name</u>	<u>Warrant Totals by Fund</u>
405-Low & Moderate Housing	524.38

<u>Void Total:</u>	0.00
<u>Warrant Total:</u>	524.38

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

Warrant Total: 524.38

**1d
August 16, 2011**



City of Placentia
RDA Warrant Register FY 10/11
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KOSMONT COMPANIES V006131	REAL ESTATE ADVISORY SERVICES	347536-6001 Management Consulting Services	TK08411B	524.38	11018.0.6	P05646	00073571	08/16/2011
				Vendor Total:	524.38				
				Type Total:	524.38				
				Warrant Total:	524.38				

City of Placentia
Warrant Register FY 11/12
For 8/16/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
					345,948.20			
					Grand Total:			

Warrant Totals by ID

AP	338,900.66
EP	7,047.54
IP	0.00
OP	0.00

Warrant Totals by Fund

101-General Fund	107,024.94
260-Street Lighting District	140.25
265-Landscape Maintenance	324.62
275-Sewer Maintenance	966.47
401-City Capital Projects	39,150.00
501-Refuse Administration	309.30
505-CNG Fueling Station	13,916.61
601-Employee Health & Welfare	7,698.78
605-Risk Management	104,889.53
615-Information Technology	26,744.12
620-Citywide Services	38,198.58
701-Special Deposits	1,335.00
715-Community Facilities District	5,250.00

Void Total: 0.00
Warrant Total: 345,948.20

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

Warrant Total: 345,948.20

1e
August 16, 2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 7/23/11 PD DATE 7/29/11	0048-2170 Deferred Comp Payable - ICMA	PY11015	106.75	2995/1101015		00002595	07/28/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 7/23/11 PD DATE 7/29/11	0037-2170 Deferred Comp Payable - ICMA	PY11015	109.51	2995/1101015		00002595	07/28/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 7/23/11 PD DATE 7/29/11	0010-2170 Deferred Comp Payable - ICMA	PY11015	6,716.78	2995/1101015		00002595	07/28/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 7/23/11 PD DATE 7/29/11	0043-2170 Deferred Comp Payable - ICMA	PY11015	50.00	2995/1101015		00002595	07/28/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 7/23/11 PD DATE 7/29/11	0029-2170 Deferred Comp Payable - ICMA	PY11015	64.50	2995/1101015		00002595	07/28/2011
				Vendor Total:	7,047.54				
				Type Total:	7,047.54				
MW OH	AGUNDEZ, MICHELLE V007799	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK08511A	100.00	72161		00073602	08/16/2011
				Vendor Total:	100.00				
MW OH	ALEXANDER, KENNETH V003107	PEBT TRAINING COURSE-MILEAG	103041-6250 Staff Training	TK08511A	21.65	81632	P05608	00073603	08/16/2011
				Vendor Total:	21.65				
MW OH	AMIGABLE, BRIAN V007796	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK08511A	150.00	72156		00073604	08/16/2011
				Vendor Total:	150.00				
MW OH	ANNALISE, REBECCA V007789	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511A	50.00	71997		00073605	08/16/2011
				Vendor Total:	50.00				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK08511A	163.89	502-6067526	P05489	00073606	08/16/2011
				Vendor Total:	50.00				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK08511A	71.72	502-6067527	P05489	00073606	08/16/2011
				Vendor Total:	188.44				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK08511A	188.44	502-6086016	P05489	00073606	08/16/2011
				Vendor Total:	188.44				

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	107.43	502-6086017	P05489	00073606	08/16/2011
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	163.97	502-6104495	P05489	00073606	08/16/2011
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	71.82	502-6104496	P05489	00073606	08/16/2011
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	163.97	502-6123135	P05489	00073606	08/16/2011
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	108.23	502-6123136	P05489	00073606	08/16/2011
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	163.97	502-6141895	P05489	00073606	08/16/2011
MW OH	ARAMARK UNIFORM SERVI PW UNIFORMS V004232		103650-6360 Uniforms	TK08511A	71.82	502-6141896	P05489	00073606	08/16/2011
					Vendor Total:	1,275.26			
MW OH	ASCAP V004439	2011/12 LICENSE FEE	104074-6299 Other Purchased Services	TK08511A	311.00	62011	P05401	00073607	08/16/2011
					Vendor Total:	311.00			
MW IP	AT & T V006635	MONTHLY LONG DISTANCE CHAF	431010-6215 Telephone	ITK0803B	6.24	072411		00073539	08/03/2011
					Vendor Total:	6.24			
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	431010-6215 Telephone	ITK0803B	985.11	072511		00073540	08/03/2011
MW IP	AT&T V004144	MONTHLY PHONE CHARGES	296561-6215 Telephone	ITK0803B	30.36	072511		00073540	08/03/2011
					Vendor Total:	1,015.47			
MW OH	BARRETO, MARY V007815	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK08511A	150.00	72355		00073608	08/16/2011
					Vendor Total:	150.00			
MW OH	BATTERY SYSTEMS	BATTERIES/SUPPLIES	0043-1505	TK08511A	83.68	11-251244	P05451	00073609	08/16/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V002360		Auto Supply Inventory						
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK08511A	83.68	11-251531	P05451	00073609	08/16/2011
			Vendor Total:		167.36				
MW OH	BUGAREN, STACY V005373	CLASS REFUND	100000-4340 / 79140-4340 Recreation Programs	TK08511A	80.00	72168		00073610	08/16/2011
			Vendor Total:		80.00				
MW OH	CALIFORNIA MUNICIPAL V001673	CMTA MEMBERSHIP DUES - TREA	101003-6255 Dues & Memberships	TK08511A	195.00	2618502	P05641	00073611	08/16/2011
			Vendor Total:		195.00				
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 7/23/11 PD DATE 7/29/11	0010-2196 Garnishments W/H	PY11015	1,530.00	2700/1101015		00073512	07/29/2011
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 7/23/11 PD DATE 7/29/11	0029-2196 Garnishments W/H	PY11015	55.40	2700/1101015		00073512	07/29/2011
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 7/23/11 PD DATE 7/29/11	0048-2196 Garnishments W/H	PY11015	83.09	2700/1101015		00073512	07/29/2011
			Vendor Total:		1,668.49				
MW OH	CCAC V000209	NUTS & BOLTS WORKSHOP-T.MOI	101002-6245 Meetings & Conferences	TK08511A	175.00	072711	P05598	00073612	08/16/2011
MW OH	CCAC V000209	NUTS & BOLTS WORKSHOP-K. BR	101002-6245 Meetings & Conferences	TK08511A	200.00	072711	P05598	00073612	08/16/2011
			Vendor Total:		375.00				
MW OH	CDW GOVERNMENT INC. V003755	ACROBAT PRO SOFTWARE	422023-6136 Software Maintenance	TK08511A	1,145.12	CGBG095	P05619	00073613	08/16/2011
			Vendor Total:		1,145.12				
MW OH	CEDANO, CARLOS V006986	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511A	100.00	72163		00073614	08/16/2011
			Vendor Total:		100.00				
MW OH	CERRITOS CENTER FOR THI	9/17/2011 EXCURSION TICKETS	104071-6301 / 79506-6301	TK08511A	1,134.00	513317	P05592	00073615	08/16/2011
			Vendor Total:		1,134.00				

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003114		Special Department Supplies						
		Vendor Total:			1,134.00				
MW OH	CHEKARDZHIKOVA, SVETL V007816	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511A	50.00	72353		00073616	08/16/2011
		Vendor Total:			50.00				
MW OH	CHO, SEONG V007802	DEPOSIT REFUND - OBELE GYM	100000-4385 / 79179-4385 Facility Rental	TK08511A	100.00	72166		00073617	08/16/2011
		Vendor Total:			100.00				
MW OH	CHOI, JAIME V007051	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511A	118.00	72379		00073618	08/16/2011
		Vendor Total:			118.00				
MW OH	COMMUNITY HEALTH CHA V000192	P/E 7/23/11 PD DATE 7/29/11	0010-2194 CHAD	PY11015	14.00	2640/1101015		00073513	07/29/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 7/23/11 PD DATE 7/29/11	0037-2194 CHAD	PY11015	1.00	2640/1101015		00073513	07/29/2011
		Vendor Total:			15.00				
MW OH	COUNTY OF ORANGE V005595	CITY YARD INSPECTIONS	374386-6257 Licenses & Permits	TK08511A	171.00	IN0869851	P05635	00073619	08/16/2011
		Vendor Total:			171.00				
MW OH	D'ALLURA, MARIE V007807	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511A	118.00	72381		00073620	08/16/2011
		Vendor Total:			118.00				
MW OH	DEAN, ANDREW V003077	LEADERSHIP DEV-REG,MEAL,TRA	103041-6250 Staff Training	TK08511A	303.52	8639	P05610	00073621	08/16/2011
		Vendor Total:			303.52				
MW OH	DIGITAL MAP PRODUCTS V001662	ANNUAL CITY GIS MAPPING	422023-6136 Software Maintenance	TK08511A	20,000.00	INV004775	P05614	00073622	08/16/2011
		Vendor Total:			20,000.00				
MW OH	DREW, BRIAN	PEBT TRAINING COURSE - MILEA	103041-6250	TK08511A	21.65	8739	P05607	00073623	08/16/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004950		Staff Training						
	Vendor Total:				21.65				
MW OH	EDUCATIONAL CREDIT MG P/E 7/23/11 PD DATE 7/29/11 V004608		0010-2196 Garnishments W/H	PY11015	234.55	2711/1101015		00073514	07/29/2011
MW OH	EDUCATIONAL CREDIT MG P/E 7/23/11 PD DATE 7/29/11 V004608		0048-2196 Garnishments W/H	PY11015	46.91	2711/1101015		00073514	07/29/2011
MW OH	EDUCATIONAL CREDIT MG P/E 7/23/11 PD DATE 7/29/11 V004608		0029-2196 Garnishments W/H	PY11015	31.28	2711/1101015		00073514	07/29/2011
	Vendor Total:				312.74				
MW OH	EDWARDS-PETO, VICKIE V007145	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511A	50.00	72158		00073624	08/16/2011
MW OH	ENOMOTO, YOSHIE V007811	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511A	54.00	72358		00073625	08/16/2011
	Vendor Total:				50.00				
MW OH	ENTERPRISE FLEET SERVIC JULY PD LEASE VEHICLES V003312		103042-6165 / 50070-6165 Vehicle Rental	TK08511A	1,587.74	FBN11978211	P05644	00073626	08/16/2011
	Vendor Total:				1,587.74				
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	TK08511A	23.78	7-570-17015	P05654	00073627	08/16/2011
	Vendor Total:				23.78				
MW IP	FENSTERMAKER, DANIEL V005067	MEDIA SRVS 7/1-7/15/2011	441573-6099 Other Professional Services	ITK0803B	1,335.00	PLA-11-001	P05617	00073541	08/03/2011
	Vendor Total:				1,335.00				
MW OH	FLEET SERVICES V007269	JULY FLEET FUEL CHARGES	433658-6345 Gasoline & Diesel Fuel	TK08511A	1,763.34	26712304	P05633	00073628	08/16/2011
	Vendor Total:				1,763.34				
MW IP	FORBES, JOSIE V007432	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	ITK0728A	520.00	SUMMER 11	P05591	00073524	07/28/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Vendor Total:	520.00			
MW OH	FOUR SEASON SIDING V007790	BUSINESS LICENSE REFUND	100000-4102 Business License Admin Fee	TK08511A	25.00 080111		00073629	08/16/2011
MW OH	FOUR SEASON SIDING V007790	BUSINESS LICENSE REFUND	100000-4120 Contractors	TK08511A	105.00 080111		00073629	08/16/2011
				Vendor Total:	130.00			
MW OH	FUJITEC AMERICA INC V006496	ELEVATOR SRVS MAINT JUL-DEC	433654-6099 Other Professional Services	TK08511A	2,220.00 1100059851	P05634	00073630	08/16/2011
MW OH	FUJITEC AMERICA INC V006496	BRADFORD ELEVATOR REPAIR	433654-6099 Other Professional Services	TK08511B	2,970.00 1100059007	P05657	00073630	08/16/2011
				Vendor Total:	5,190.00			
MW IP	GAS CO, THE V000909	MONTHLY GAS CHARGES	431010-6340 Natural Gas	ITK0803B	383.17 072211		00073542	08/03/2011
				Vendor Total:	383.17			
MW OH	GATAN, GENNIFER V002986	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511B	59.00 72383		00073631	08/16/2011
				Vendor Total:	59.00			
MW OH	GONSALVES & SON, JOE V005577	AUG ADVOCACY SERVICES	101001-6099 Other Professional Services	TK08511B	4,000.00 2601	P05403	00073632	08/16/2011
				Vendor Total:	4,000.00			
MW OH	GORHAM, JULIE ANN V007817	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511B	100.00 72352		00073633	08/16/2011
				Vendor Total:	100.00			
MW OH	GORM INCORPORATED V002843	JANITORIAL SUPPLIES	433654-6130 Repair & Maint/Facilities	TK08511B	254.83 178600	P05532	00073634	08/16/2011
				Vendor Total:	254.83			
MW OH	GRAY, JULIE DEE ANN V007797	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK08511B	150.00 72157		00073635	08/16/2011
				Vendor Total:	150.00			

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GREAT WEST V006983	P/E 7/23/11 PD DATE 7/29/11	0029-2172 Deferred Comp Pay. - Gr West	PY11015	16.16	2607/1101015		00073515	07/29/2011
MW OH	GREAT WEST V006983	P/E 7/23/11 PD DATE 7/29/11	0048-2172 Deferred Comp Pay. - Gr West	PY11015	24.24	2607/1101015		00073515	07/29/2011
MW OH	GREAT WEST V006983	P/E 7/23/11 PD DATE 7/29/11	0010-2172 Deferred Comp Pay. - Gr West	PY11015	431.62	2607/1101015		00073515	07/29/2011
			Vendor Total:		472.02				
MW OH	GUTIERREZ, MARINA V007800	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511B	100.00	72162		00073636	08/16/2011
			Vendor Total:		100.00				
MW OH	IMPERIAL SPRINKLER SUPP V006506	SUPP IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK08511B	927.05	1268388-00	P05486	00073637	08/16/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	SUPP IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK08511B	406.84	1269243-00	P05486	00073637	08/16/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	SUPP IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK08511B	24.17	1269484-00	P05486	00073637	08/16/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	SUPP IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK08511B	606.20	1271678-00	P05486	00073637	08/16/2011
			Vendor Total:		1,964.26				
MW OH	IN & OUT PAINT & BODY CI PAINT & BODY REPAIR V000520		0043-1505 Auto Supply Inventory	TK08511B	1,615.64	11528	P05484	00073638	08/16/2011
			Vendor Total:		1,615.64				
MW OH	JIMENEZ, VERONICA V007809	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511B	59.00	72382		00073639	08/16/2011
MW OH	KLAUSMEIR, TERESA V007808	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511B	59.00	72380		00073640	08/16/2011
			Vendor Total:		59.00				
MW IP	KORSTON CONSTRUCTION V007755	PROGRESS PAYMENT 1 CITY HAL	333554-6185 / 61066-6185 Construction Services	ITK0728A	39,150.00	1	P05642	00073525	07/28/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LAWCX V001925	FY 11/12 EXCESS WORKERS COMF	404580-5166 Workers' Comp Premiums	TK08511B	104,692.00	LAWCX2012-08	P05595	00073641	08/16/2011
				Vendor Total:	104,692.00				
MW OH	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	TK08511B	654.47	W085196	P05483	00073642	08/16/2011
				Vendor Total:	104,692.00				
MW OH	LE BARD & UNDERWOOD H PD MOTOR REPAIRS V004044		0043-1505 Auto Supply Inventory	TK08511B	513.01	W085231	P05483	00073642	08/16/2011
				Vendor Total:	1,167.48				
MW OH	LIEU, MICHELLE V007801	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511B	100.00	72164		00073643	08/16/2011
				Vendor Total:	100.00				
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	TK08511B	154.19	148477	P05463	00073644	08/16/2011
				Vendor Total:	154.19				
MW OH	MAILFOUNDRY V006343	ONE YEAR SPAM FILTERING	422023-6136 Software Maintenance	TK08511B	599.00	9600	P05636	00073645	08/16/2011
				Vendor Total:	599.00				
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-T. MORENO	101513-6315 Office Supplies	TK08511B	9.71	619408	P05601	00073646	08/16/2011
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-K. BROWN	101513-6315 Office Supplies	TK08511B	8.36	619433	P05602	00073646	08/16/2011
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-J. ORTEGA	101572-6315 Office Supplies	TK08511B	8.36	619433	P05602	00073646	08/16/2011
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-TREASURER	102021-6230 Printing & Binding	TK08511B	9.71	619447	P05631	00073646	08/16/2011
MW OH	MAKE IT PERSONAL V000646	NAME BADGE-J. NICKS	104070-6315 Office Supplies	TK08511B	9.71	619472	P05649	00073646	08/16/2011
				Vendor Total:	45.85				
MW IP	MAUREEN KANE & ASSOCL TECH TRACK SERIES-REGISTRATI	101002-6245		ITK0728A	1,320.00	072811	P05640	00073526	07/28/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007787		Meetings & Conferences						
				Vendor Total:	1,320.00				
MW OH	MC CLINTOCK, EMILY V007813	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511B	54.00	72357		00073647	08/16/2011
				Vendor Total:	54.00				
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK08511B	61.40	17467/5	P05430	00073648	08/16/2011
				Vendor Total:	61.40				
MW OH	MC WILLIAMS, RANDY V004271	LEADERSHIP DEV-REG, TRAVEL, M	103041-6250 Staff Training	TK08511B	303.52	8719	P05611	00073649	08/16/2011
				Vendor Total:	303.52				
MW OH	MENDOZA, JESUS V001427	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK08511B	150.00	72354		00073650	08/16/2011
				Vendor Total:	150.00				
MW OH	MENELY, RICKI V003570	PEBT TRAINING COURSE-MILEAG	103041-6250 Staff Training	TK08511B	21.65	8319	P05609	00073651	08/16/2011
				Vendor Total:	21.65				
MW OH	MURTY, LAUREN V007798	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511B	100.00	72160		00073652	08/16/2011
				Vendor Total:	100.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101511-6315 Office Supplies	TK08511B	136.68	0373551	P05408	00073653	08/16/2011
				Vendor Total:	136.68				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101572-6315 Office Supplies	TK08511B	116.96	0373531	P05658	00073653	08/16/2011
				Vendor Total:	116.96				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/23/11 PD DATE 7/29/11	0037-2176 PCEA/OCEA Assoc Dues	PY11015	5.77	2610/1101015		00073516	07/29/2011
				Vendor Total:	5.77				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/23/11 PD DATE 7/29/11	0043-2176 PCEA/OCEA Assoc Dues	PY11015	19.24	2610/1101015		00073516	07/29/2011
				Vendor Total:	19.24				

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/23/11 PD DATE 7/29/11	0010-2176 PCEA/OCEA Assoc Dues	PY11015	273.70	2610/1101015		00073516	07/29/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/23/11 PD DATE 7/29/11	0029-2176 PCEA/OCEA Assoc Dues	PY11015	12.49	2610/1101015		00073516	07/29/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/23/11 PD DATE 7/29/11	0048-2176 PCEA/OCEA Assoc Dues	PY11015	25.50	2610/1101015		00073516	07/29/2011
			Vendor Total:		336.70				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/23/11 PD DATE 7/29/11	0010-2196 Garnishments W/H	PY11015	112.50	2714/1101015		00073517	07/29/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/23/11 PD DATE 7/29/11	0048-2196 Garnishments W/H	PY11015	22.50	2714/1101015		00073517	07/29/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/23/11 PD DATE 7/29/11	0029-2196 Garnishments W/H	PY11015	15.00	2714/1101015		00073517	07/29/2011
			Vendor Total:		150.00				
MW OH	OROPEZA, ARLENE V007803	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	TK08511B	125.00	72188		00073654	08/16/2011
MW OH	OROPEZA, ARLENE V007803	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	TK08511B	10.00	72189		00073654	08/16/2011
MW OH	OROPEZA, ARLENE V007803	DEPOSIT REFUND - KRAEMER	100000-4385 / 79161-4385 Facility Rental	TK08511B	25.00	72190		00073654	08/16/2011
MW OH	OROPEZA, ARLENE V007803	DEPOSIT REFUND - KRAEMER	100000-4385 / 79161-4385 Facility Rental	TK08511B	20.00	72191		00073654	08/16/2011
			Vendor Total:		180.00				
MW OH	PAK WEST PAPER & PACKA V000815	JANITORIAL SUPPLIES	433654-6130 Repair & Maint/Facilities	TK08511B	1,986.35	865550-00	P05533	00073655	08/16/2011
			Vendor Total:		1,986.35				
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK08511B	27.99	11527	P05477	00073656	08/16/2011
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK08511B	11.49	12118	P05477	00073656	08/16/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK08511B	11.49	12146	P05477	00073656	08/16/2011
MW OH	PARTS SOURCE V000817	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK08511B	47.63	12190	P05477	00073656	08/16/2011
			Vendor Total:		98.60				
MW OH	PATEL, NAIMTA V007814	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511B	66.00	72356		00073657	08/16/2011
			Vendor Total:		66.00				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/23/11 PD DATE 7/29/11	0010-2176 PCEA/OCEA Assoc Dues	PY11015	28.45	2615/1101015		00073518	07/29/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/23/11 PD DATE 7/29/11	0043-2176 PCEA/OCEA Assoc Dues	PY11015	2.00	2615/1101015		00073518	07/29/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/23/11 PD DATE 7/29/11	0048-2176 PCEA/OCEA Assoc Dues	PY11015	2.65	2615/1101015		00073518	07/29/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/23/11 PD DATE 7/29/11	0037-2176 PCEA/OCEA Assoc Dues	PY11015	0.60	2615/1101015		00073518	07/29/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/23/11 PD DATE 7/29/11	0029-2176 PCEA/OCEA Assoc Dues	PY11015	1.30	2615/1101015		00073518	07/29/2011
			Vendor Total:		35.00				
MW OH	PENNER PARTITIONS INC. V000827	RESTROOM FIXTURES	103655-6301 Special Department Supplies	TK08511B	495.65	11-20036	P05461	00073658	08/16/2011
			Vendor Total:		495.65				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 7/23/11 PD DATE 7/29/11	0010-2180 Police Mgmt Assn Dues	PY11015	995.66	2625/1101015		00073519	07/29/2011
			Vendor Total:		995.66				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 7/23/11 PD DATE 7/29/11	0010-2178 Placentia Police Assoc Dues	PY11015	2,814.28	2620/1101015		00073520	07/29/2011
			Vendor Total:		2,814.28				
MW OH	PLACENTIA RADIATOR SER V006829	RADIATOR SERVICE	0043-1505 Auto Supply Inventory	TK08511B	791.13	12059	P05436	00073659	08/16/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	791.13				
MW OH	PUBLIC SAFETY SYSTEMS I SOFTWARE SUPPORT RESPONSE (V000820		103043-6099 / 50080-6099 Other Professional Services	TK08511B	34,840.00	4073	P05645	00073660	08/16/2011
MW OH	PUBLIC SAFETY SYSTEMS I SOFTWARE SUPPORT REPLICATE(V000820		103043-6099 / 50080-6099 Other Professional Services	TK08511B	1,890.00	4073	P05645	00073660	08/16/2011
MW OH	PUBLIC SAFETY SYSTEMS I SOFTWARE SUPPORT ICIS RMS V000820		103043-6099 / 50080-6099 Other Professional Services	TK08511B	11,900.00	4073	P05645	00073660	08/16/2011
				Vendor Total:	48,630.00				
MW OH	QUARTERMASTER UNIFORMI SUPPORT SRVS DIV UNIFORMS V005761		103043-6360 Uniforms	TK08511B	321.27	R502498200010	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103040-6360 Uniforms	TK08511C	16.15	R502504700011	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103040-6360 Uniforms	TK08511C	80.80	R502504801017	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103040-6360 Uniforms	TK08511C	129.28	R502522500013	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103041-6360 Uniforms	TK08511C	101.17	R502530600011	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103043-6360 Uniforms	TK08511C	16.10	R502530701017	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103041-6360 Uniforms	TK08511C	22.53	R502530701017	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103042-6360 Uniforms	TK08511C	9.70	R502530701017	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103042-6360 Uniforms	TK08511C	7.54	R502534300014	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM PD UNIFORMS V005761		103041-6360 Uniforms	TK08511C	46.31	R502534501017	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM SUPPORT SRVS DIV UNIFORMS V005761		103043-6360 Uniforms	TK08511B	408.26	R537663500018	P05417	00073661	08/16/2011
MW OH	QUARTERMASTER UNIFORM SUPPORT SRVS DIV UNIFORMS V005761		103043-6360 Uniforms	TK08511B	46.75	R537671001017	P05417	00073661	08/16/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005761		Uniforms						
MW OH	QUARTERMASTER UNIFORMS	SUPPORT SRVS DIV UNIFORMS	103043-6360 Uniforms	TK08511B	47.84	R537675900016	P05417	00073661	08/16/2011
	V005761								
MW OH	REINAGRIJALVA, ERIKA	DEPOSIT REFUND - KRAEMER	100000-4385 / 79175-4385 Facility Rental	Vendor Total:	1,253.70				
	V007806			TK08511C	100.00	72159		00073662	08/16/2011
MW OH	RENTCH, STEVE	CLASS REFUND	100000-4340 / 79140-4340 Recreation Programs	Vendor Total:	100.00				
	V007812			TK08511C	70.00	72359		00073663	08/16/2011
MW OH	RIOS, DAVID	DEPOSIT REFUND - BACKS	100000-4385 / 79161-4385 Facility Rental	Vendor Total:	70.00				
	V007742			TK08511C	100.00	72361		00073664	08/16/2011
MW OH	ROSAS, ENEDELIA	PARTIAL CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total:	100.00				
	V007805			TK08511C	8.89	72214		00073665	08/16/2011
MW OH	SALGADO, SIRANGI	SPECIAL USE PERMIT REFUND	100000-4305 Planning Division Fees	Vendor Total:	8.89				
	V007791			TK08511C	565.00	072711		00073666	08/16/2011
MW OH	SCAP	ANNUAL MEMBERSHIP DUES	484356-6255 Dues & Memberships	Vendor Total:	565.00				
	V001007			TK08511C	538.00	11/12-65	P05552	00073667	08/16/2011
MW OH	SCPLRC	SCPLRC MEMBERSHIP DUES	101512-6255 Dues & Memberships	Vendor Total:	538.00				
	V001829			TK08511C	150.00	11-12	P05653	00073668	08/16/2011
MW OH	SMITH, WARD	ROLE OF POLICE CHIEF-MEALS	103040-6250 Staff Training	Vendor Total:	150.00				
	V002806			TK08511C	24.00	8439	P05613	00073669	08/16/2011
MW IP	SOUTHERN CALIFORNIA EI	MONTHLY ELECTRICITY CHARGE	431010-6335	Vendor Total:	24.00				
				ITK0803B	495.36	072811		00073543	08/03/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Water						
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	286560-6335 Water	ITK0803B	140.25	072811		00073543	08/03/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	0010-1232 Accis Rec/Other Agencies	ITK0803B	23.60	072911		00073543	08/03/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	296561-6330 Electricity	ITK0803B	92.99	072911		00073543	08/03/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	0010-1224 AR/City of Fullerton	ITK0803B	144.57	072911		00073543	08/03/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	0010-1220 Accis Rec/Plac Library Dist	ITK0803B	6,533.25	072911		00073543	08/03/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	431010-6330 Electricity	ITK0803B	21,236.09	072911		00073543	08/03/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	MONTHLY ELECTRICITY CHARGE	383559-6330 Electricity	ITK0803B	6,387.69	072911		00073543	08/03/2011
				Vendor Total:	35,053.80				
MW OH	SPARKLETTS V000967	WATER DELIVERY	431010-6301 Special Department Supplies	TK08511C	84.08	4106122 071711	P05405	00073670	08/16/2011
				Vendor Total:	84.08				
MW IP	STANDARD INSURANCE CO V000904	AUG LTD/LIFE INSURANCE PREMI	395000-4730 ISF LTD Ins Reimbursements	ITK0803B	4,806.33	AUG 11		00073544	08/03/2011
MW IP	STANDARD INSURANCE CO V000904	AUG LTD/LIFE INSURANCE PREMI	395083-5163 Life Insurance Premiums	ITK0803B	1,023.65	AUG 11		00073544	08/03/2011
MW IP	STANDARD INSURANCE CO V000904	AUG LTD/LIFE INSURANCE PREMI	395000-4725 ISF Life Ins Reimbursements	ITK0803B	1,768.80	AUG 11		00073544	08/03/2011
				Vendor Total:	7,598.78				
MW IP	STATE OF CALIFORNIA V000239	2011 FUEL TAXES FOR CNG STATIC	383559-6940 Payments to Other Agencies	ITK0728A	3,479.63	Q1 2011	P05643	00073527	07/28/2011
MW IP	STATE OF CALIFORNIA V000239	2011 FUEL TAXES FOR CNG STATIC	383559-6940 Payments to Other Agencies	ITK0728A	4,049.29	Q2 2011	P05643	00073527	07/28/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	7,528.92				
MW OH	STENDAHL, CARMIN V007810	CLASS REFUND	100000-4340 / 79140-4340 Recreation Programs	TK08511C	80.00	72360		00073671	08/16/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	AUG IFAS-ASP MAINT	422023-6136 Software Maintenance	TK08511C	80.00	38603	P05553	00073672	08/16/2011
MW OH	SWEET, TAMMY V004761	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK08511C	5,000.00	72167		00073673	08/16/2011
MW OH	TALX UC eXpress V002944	6/1-8/31 UNEMPLOYMENT CLAIMS Third Party Administration	404581-6025	TK08511C	68.00	875621	P05655	00073674	08/16/2011
MW OH	THOMPSON, ROBERT V007818	DEPOSIT REFUND - TYNES GYM Facility Rental	100000-4385 / 79191-4385	TK08511C	197.53	72351		00073675	08/16/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK08511C	100.00	1031469	P05469	00073676	08/16/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK08511C	695.04	1033086	P05469	00073676	08/16/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK08511C	107.53	1033088	P05469	00073676	08/16/2011
MW OH	TRAINING INNOVATIONS IN V003664	TMS SOFTWARE SUPPORT SUBSC Other Purchased Services	103040-6299	TK08511C	885.08	11-162	P05605	00073677	08/16/2011
MW OH	UCEDA, JOSE V005936	LEADERSHIP DEVELOPMENT-REC Staff Training	103042-6250	TK08511C	600.00	8752	P05612	00073678	08/16/2011
				Vendor Total:	175.00				

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	UNITED RENTALS NORTHW V001082	CONCRETE REPLACEMENT	103652-6301 Special Department Supplies	TK08511C	347.24	94503725-001	P05459	00073679	08/16/2011
			Vendor Total:		347.24				
MW OH	UNITED WAY OF ORANGE C V001062	P/E 7/23/11 PD DATE 7/29/11	0037-2193 Charity	PY11015	2.00	2635/1101015		00073521	07/29/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 7/23/11 PD DATE 7/29/11	0010-2193 Charity	PY11015	23.00	2635/1101015		00073521	07/29/2011
			Vendor Total:		25.00				
MW IP	US BANK V003824	2009 SPECIAL TAX REF REV BOND	476562-6030 Trustee Fees	ITK0803B	2,500.00	2914731	P05667	00073546	08/03/2011
MW IP	US BANK V003824	FINANCING AUTH SERIES 2001 A	476562-6030 Trustee Fees	ITK0803B	2,750.00	2910521	P05668	00073546	08/03/2011
MW IP	US BANK V003824	PLACENTIA PFA 2009 LRB	105525-6030 Trustee Fees	ITK0803B	2,500.00	2914787	P05669	00073546	08/03/2011
			Vendor Total:		7,750.00				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0010-2126 Employee PARS/ARS W/H	ITK0803B	2,124.84	727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0043-2126 Employee PARS/ARS W/H	ITK0803B	127.36	727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0010-2131 Employer PARS/ARS Payable	ITK0803B	2,124.84	727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0043-2131 Employer PARS/ARS Payable	ITK0803B	127.36	727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0048-2126 Employee PARS/ARS W/H	ITK0803B	22.66	727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0048-2131 Employer PARS/ARS Payable	ITK0803B	22.66	727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS PD 7/29	0010-2131 Employer PARS/ARS Payable	ITK0803B	7.25	72811A		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS PD 7/29	0010-2126	ITK0803B	7.25	72811A		00073545	08/03/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006596		Employee PARS/ARS W/H						
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS PD 7/15	0010-2131 Employer PARS/ARS Payable	ITK0803B	22.66	72811B		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS PD 7/15	0010-2126 Employee PARS/ARS W/H	ITK0803B	22.66	72811B		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS PD 7/15	0048-2126 Employee PARS/ARS W/H	ITK0803B	22.66	72811B		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS PD 7/15	0048-2131 Employer PARS/ARS Payable	ITK0803B	22.66	72811B		00073545	08/03/2011
			Vendor Total:		4,654.86				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 7/23/11 PD DATE 7/29/11	0048-2170 Deferred Comp Payable - ICMA	PY11015	7.72	2606/1101015		00073522	07/29/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 7/23/11 PD DATE 7/29/11	0010-2170 Deferred Comp Payable - ICMA	PY11015	101.89	2606/1101015		00073522	07/29/2011
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 7/23/11 PD DATE 7/29/11	0029-2170 Deferred Comp Payable - ICMA	PY11015	5.14	2606/1101015		00073522	07/29/2011
			Vendor Total:		114.75				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK08511C	438.50	474690	P05473	00073680	08/16/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK08511C	132.54	474691	P05473	00073680	08/16/2011
			Vendor Total:		571.04				
MW OH	WAGE WORKS INC V000283	P/E 7/23/11 PD DATE 7/29/11	0010-2188 Health Care SSA	PY11015	170.09	2655/1101015		00073523	07/29/2011
MW OH	WAGE WORKS INC V000283	P/E 7/23/11 PD DATE 7/29/11	0037-2188 Health Care SSA	PY11015	0.96	2655/1101015		00073523	07/29/2011
MW OH	WAGE WORKS INC V000283	P/E 7/23/11 PD DATE 7/29/11	0010-2190 Dependent Care SSA	PY11015	101.54	2660/1101015		00073523	07/29/2011
MW OH	WAGE WORKS INC V000283	P/E 7/23/11 PD DATE 7/29/11	0037-2190 Dependent Care SSA	PY11015	18.46	2660/1101015		00073523	07/29/2011

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WAGE WORKS INC V000283	P/E 7/23/11 PD DATE 7/29/11	0048-2190 Dependent Care SSA	PY11015	18.47	2660/1101015		00073523	07/29/2011
				Vendor Total:	309.52				
MW OH	WAGE WORKS INC V007394	JULY FLEX SPENDING ACCOUNTS	395083-6025 Third Party Administration	TK08511C	100.00	125A10165041	P05659	00073681	08/16/2011
				Vendor Total:	100.00				
MW OH	WEST COAST ARBORISTS IP V001124	JULY TREE TRIMMING	103655-6115 Landscaping	TK08511C	1,140.78	73724	P05512	00073682	08/16/2011
MW OH	WEST COAST ARBORISTS IP V001124	JULY TREE TRIMMING	103655-6115 Landscaping	TK08511C	3,452.15	73726	P05512	00073682	08/16/2011
				Vendor Total:	4,592.93				
MW OH	WESTMINSTER PRESS V001125	FALL PRINTING/MAILING SRVS	104070-6230 Printing & Binding	TK08511C	4,655.72	0026453-IN	P05537	00073683	08/16/2011
				Vendor Total:	4,655.72				
MW OH	WUNDERLICH, RONDOLF V007795	RENTAL REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK08511C	55.00	72337		00073684	08/16/2011
				Vendor Total:	55.00				
MW IP	YORBA LINDA WATER DIST V001148	MONTHLY WATER CHARGES	431010-6335 Water	ITK0803B	1,586.44	072511		00073547	08/03/2011
				Vendor Total:	1,586.44				
MW OH	YU, MING V005536	DEPOSIT REFUND - OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	TK08511C	100.00	72165		00073685	08/16/2011
				Vendor Total:	100.00				
MW OH	ZUNIGA, KERRY V007804	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK08511C	25.00	72197		00073686	08/16/2011
MW OH	ZUNIGA, KERRY V007804	CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK08511C	55.00	72199		00073686	08/16/2011
				Vendor Total:	80.00				
				Type Total:	338,900.66				

City of Placentia
Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
Warrant Total:					345,948.20				

City of Placentia
RDA Warrant Register FY 11/12
For 8/16/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					480.53				
					Grand Total:				

Warrant Totals by ID	
AP	92.07
EP	388.46
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
410-RDA Capital Projects	480.53
	Void Total: 0.00
	Warrant Total: 480.53

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Warrant

Warrant Total: 480.53

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August 16, 2011

City of Placentia
RDA Warrant Register FY 11/12
For 08/08/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 7/23/11 PD DATE 7/29/11	0035-2170 Deferred Comp Payable - ICMA	PY11015	388.46 2995/1101015		00002595	07/28/2011
			Vendor Total:		388.46			
			Type Total:		388.46			
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0035-2131 Employer PARS/ARS Payable	ITK0803B	22.96 727110		00073545	08/03/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/23 PD 7/29	0035-2126 Employee PARS/ARS W/H	ITK0803B	22.96 727110		00073545	08/03/2011
			Vendor Total:		45.92			
			Type Total:		46.15 2660/1101015		00073523	07/29/2011
MW OH	WAGE WORKS INC V000283	P/E 7/23/11 PD DATE 7/29/11	0035-2190 Dependent Care SSA	PY11015	46.15 2660/1101015		00073523	07/29/2011
			Vendor Total:		46.15			
			Type Total:		92.07			
			Warrant Total:		480.53			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: FINANCE DIRECTOR
DATE: AUGUST 16, 2011
SUBJECT: **DECLARATION OF SURPLUS PROPERTY**
FISCAL
IMPACT: POSITIVE REVENUE GAIN FROM THE SALE OF SURPLUS PROPERTY

SUMMARY:

The City's equipment inventory is assessed regularly to determine whether or not individual items have exceeded their economic life-cycle or usefulness. Items deemed no longer needed or obsolete are disposed of pursuant to the City's Purchasing Policy. This action requests City Council declaration of surplus for certain equipment deemed obsolete and authorizes their disposition in accordance to the adopted policy.

RECOMMENDATION:

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

1. Declare the list of equipment identified in Exhibit A as surplus property and approve their disposition pursuant to the City's Purchasing Policy; and
2. Authorize the City Administrator or his designee to execute all applicable documents necessary to effectuate this action.

DISCUSSION:

As part of the Fiscal Year 2009-10 budget reductions, Staff received direction from the City Council to cease in-house reprographic operations; therefore the equipment in the Reprographics Room is no longer needed and is deemed surplus equipment. In addition, Staff has determined technology related items are obsolete and/or inoperable. Staff believes that these items should be declared surplus and disposed of pursuant to the existing policy. A list of the equipment to be declared surplus is attached as Exhibit A.

Purchasing Policy No. 430 allows the City to dispose of surplus personal property through the several different methods including trade-in, disposal and public auction. Staff plans to conduct a public auction at City Hall for the reprographic equipment only. The technology equipment is

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August 16, 2011

DECLARATION OF SURPLUS PROPERTY

AUGUST 16, 2011

Page 2 of 2

municipal professional associations. Proceeds derived from the sale of the equipment will be deposited into the City's Equipment Replacement Fund.

FISCAL IMPACT:

There are no direct expenditures. All funds derived from the sale of equipment will be deposited into the City's Equipment Replacement Fund.

Reviewed and Approved:



Karen Ogawa
Finance Director

Reviewed and Approved:



Troy L. Butzlaff, CMA-CM
City Administrator

Attachments: Exhibit A – List of Equipment To Be Declared Surplus

**EXHIBIT A
CITY OF PLACENTIA
LIST OF EQUIPMENT TO BE DECLARED SURPLUS**

SURPLUS TECHNOLOGY EQUIPMENT

ITEM #	BRAND	MODEL	SERIAL
MONITORS			
1	Dell	M780	5322DE48W269
2	Viewsonic	1448ES-1	A162701942
3	-	7134T	M3TP60904293
4	Dell	Ultrascan P780	6271RCDAC7B9
5	Viewsonic	VCDTS22037	21P004001448
6	Dell	Ultrascan 1000AS D1025HTX	8292258
7	Dell	M780	3872E808
8	Dell	M1028L	4862A020
9	Dell	M781p	-
10	Dell	Ultrasharp 1702FP	MX-08G152-47605-35L-AH25
11	Optquest	VCDTS22355-6M	70A013300523
12	Optquest	VCDTS22355-6M	70A024904185
13	Optquest	VCDTS22355-6M	70A030300439
14	KDS	VS-7xp	7148DF003367
15	Unknown	Monitor Stands (quantity 18)	-
COMPUTERS			
16	Dell	XPSB733 MMS	9HYY20B
17	Dell	XPS7500 MMS	BTJCA
18	Macintosh	SE/30	M5119
19	Q	5BW130	1X07DTY8Z0D9
20	Dell	XPST450 MMS	2ZTEQ
21	eMachines	C2280	RC2666310-0018
22	Dell	Poweredge 1300 MMP	14EPP
23	Dell	8MM	89ST901
24	Dell	Poweredge 4300 SML	8N2SU
25	Dell	MMS	8JYY20B
26	Dell	XPSB866 MMS	7NDN601
27	Dell	XPST600r MMS	ERHA0
28	Dell	GX240 DHM	7Q51311
29	Dell	GX240 DHM	73DZ211
30	Dell	GX240 DHM	4RF1H11
31	Dell	GX240 DHM	F1LFR11
32	Dell	GX240 DHM	4S51311
33	Dell	GX240 DHM	BSDZ211

**EXHIBIT A
CITY OF PLACENTIA
LIST OF EQUIPMENT TO BE DECLARED SURPLUS**

SURPLUS TECHNOLOGY EQUIPMENT

ITEM #	BRAND	MODEL	SERIAL
34	Dell	GX240 DHM	CQRLN11
35	Dell	GX240 DHM	JQ51311
36	Dell	GX240 DHM	FQRLN11
37	Dell	GX240 DHM	HR51311
38	Dell	GX260 DHM	7ZSKX21
39	Dell	GX260 DHM	HSWJW11
40	Dell	GX260 DHM	6T0MX21
41	Dell	GX260 DHM	9V0MX21
42	Dell	GX260 DHM	3V0MX21
43	Dell	GX260 DHM	82TKX21
44	Dell	GX260 DHM	DPPGW21
45	Dell	GX260 DHM	73TKX21
46	Dell	GX260 DHM	F1TKX21
47	Dell	GX260 DHM	1QPGW21
48	Dell	GX260 DHM	D3TKX21
49	Dell	GX260 DHM	2QPGW21
50	Dell	GX260 DHM	G0TKX21
51	Dell	GX260 DHM	51TKX21
52	Dell	GX260 DHM	34TKX21
53	BlackBox	TL601A-R2 -	8193241711
54	eCabinet	C990-00 -	H5705500076
55	Yamaha	CRW4416SX -	AAP0041838
56	Dell	Poweredge 2400 SMM	9QFL501
PRINTERS			
68	HP	LaserJet 4050TN	USQB059400
69	HP	4100tn C8051A	JPLGD18162
70	HP	LaserJet 5000GN C4112A	JPB3089154
71	HP	Color InkJet CP1700 C8108A	SG379511KY
72	Panasonic	KX-FP250	8EAFA061281
73	HP	OfficeJet T45 C5374A	SG9ASC309N
74	Brother	Intellifax 2920 FAX-2920	U61326L6J318727
75	Epson	Stylus Photo 785 EPX P270A	DJLE110998
76	HP	DeskJet D4260 CB637A	TH73513105
77	Brother	Intellifax 885MC	U56584G6K547062
78	HP	DeskJet 960C C8932A	MY121150K1

**EXHIBIT A
CITY OF PLACENTIA
LIST OF EQUIPMENT TO BE DECLARED SURPLUS**

SURPLUS TECHNOLOGY EQUIPMENT

ITEM #	BRAND	MODEL	SERIAL
79	HP	hpfax 1220 C6747A	MY0BDC40M4
80	HP	LaserJet 4100 C8049A	USLNH02778
81	HP	Color LaserJet 3600n Q5987AR	CNTBF14561
82	HP	LaserJet 6mp C3982A	USCF028952
83	HP	C4121A	USNC215170
84	HP	fax 1220xi	-
85	Panasonic	KX-P1150	-
86	HP	CY121A	USNC215136
87	HP	4200tn Q2427A	USBNM24016
88	HP	DeskJet 1220C C2693A	SG045130VC
MISCELLANEOUS			
89	Harman/Kardon	Speakers 02320V	CN-02320V-47781-05H-1844
90	Harman/Kardon	Speakers HK195	-
91	Harman/Kardon	Speakers -	CN-06941V-47782-1BC-6373
92	Harman/Kardon	Speakers -	CN-06941V-47782-1CA-1467
93	Harman/Kardon	Speakers HK206	-
94	Calrad	Power Supply 45-735A	-
95	Power Sonic	Power Supply PS 12600	-
96	-	Transformer L1400	18091678
97	HP	Scanner Scan Jet5590 L1911B	FCLSD-0407
98	OptiUPS	Transformer SM-8120	701203002908
99	Back-UPS	Transformer C9-350	AB0212323532
100	APC	Transformer ES-350	-
101	APC	Transformer ES-350	-
102	Toshiba	Transformer 1500 Series	001107431
103	HP	Scanner ScanJet 8200	GRCYB-0206
104	IBM	Typewriter Wheelwriter G Series II 6784	11-0103968
105	IBM	Typewriter Wheelwriter G Series II 6784	11-CRRK8
106	IBM	Typewriter Wheelwriter G Series II 6784	11-0103916
107	Xerox	Copier XC1255	066987
108	Living Air Purifier	Fan XL-15C	C409089
109	Dell	Transformer AP6015	JA0344010145
110	Dell	Transformer AP6015	JA0344010148
111	Dell	Transformer AP6015	JA0344010171
112	Dell	Transformer AP6015	JA0344010151

**EXHIBIT A
CITY OF PLACENTIA
LIST OF EQUIPMENT TO BE DECLARED SURPLUS**

SURPLUS TECHNOLOGY EQUIPMENT

ITEM #	BRAND	MODEL	SERIAL
113	Cisco	Router 2500	250754192
114	Sony	VCR U-Matic V0-5600	62039
115	Sony	VCR U-Matic VP-7020	42696
116	APC	Transformer XS 1000 BX 1000	JB0507014718
117	Texas Instruments	Calculator TI-5100	2005935
118	HP	Scanner ScanJet 6300C C7670A	SG01P2603C

SURPLUS REPROGRAPHIC EQUIPMENT

ITEM #	BRAND	MODEL	SERIAL
1	AB Dick	7800 Collator	N/A
2	AM Multigraphics	TCS/System 4	321450
3	Challenge	Paper Cutter #265	2267
4	Challenge	Paper Drill JO	40289
5	Companica	C-640-B	83010-7293
6	Hasler	WS 150	4001J16B0285
7	Hasler	WJS 10	18869
8	Imagistics	iX3010	3002715
9	nuArc	FT26V	184L82-33
10	Powdermite	Airtech	KS60MH-1127
11	Rapidprint	ARL-E	518577
12	Syntron	TJ-1B	82826968
13	Ultrafold	714 B 2 F	88 H 026



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: AUGUST 16, 2011

SUBJECT: **AWARD OF CONTRACT FOR INTEGRATED NETWORK TELEPHONE SYSTEM**

**FINANCIAL
IMPACT:**

EXPENSE: \$175,223.12

BUDGETED: \$170,000.00 ACCOUNT NUMBER 333523-6840

\$6,000 ACCOUNT NUMBER 422023-6135

SUMMARY:

The City's current telephone system is 15 years old. When originally purchased it was designed for a ten (10) year life span. Our current phone system is now at the point where software updates and parts are difficult to acquire. A major failure in the system could be catastrophic due to the uncertainty of recovering the system. Telephone technology has exploded in the past few years; however, due to the age of our current system we are unable to take advantage of these enhancements. This action will award contracts to upgrade the City's existing network infrastructure, provide systems integration and installation services and approve a capital lease for a new telephone system from Cisco Systems.

RECOMMENDATION:

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

1. Approve a contract with Integrated Computer Technologies (ICT), in the amount not to exceed \$38,795.00, for the installation of an integrated computer network upgrade and Cisco VOIP telephone system; and
2. Approve the five (5) year financing lease agreement with Key Government Finance, Inc. at a estimated monthly lease payment of \$3,000.92 (beginning in December 2011 and ending August 2016); and
3. Approve a contract with Global Cabling, in an amount not to exceed \$13,533.28, to install ninety-two (92) additional computer ports and certification of all computer cabling throughout City Hall.

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August 16, 2011

DISCUSSION:

The City's current telephone system is 15 years old. When originally purchased it was designed for at least a 10 year life span. Our current phone system is now at the point where software updates and parts are difficult to acquire. A major failure in the system could be catastrophic since replacement parts may not be available. Telephone technology has greatly expanded in the past few years; however due to the age of our current system we are unable to take advantage of these enhancements. In the past few months we have experienced outages due to the age of the system. These outages not only create a customer service issue, but can cause a public safety problem if the City's telephone system fails.

Staff began looking into a replacement telephone system and retained an IT consultant to assist with a design and needs assessment plan. Demonstrations on both Avaya and Cisco Systems were presented to Staff and its IT consultant. After a thorough review it was determined that the telephone system from Cisco System best met the needs of the City because of its features, reliability, ability to easily add hardware and software, and a more superior software and hardware maintenance support. Staff contacted two (2) public agencies that are currently using the proposed system, Orange County Public Works Department and the City of Mission Viejo. Staff and IT consultant interviewed both end users as well as those that maintain the system. Both agencies were very pleased with the system and overwhelmingly endorsed Cisco Systems. Cisco Systems manufacture both the hardware and software for the telephone system. Avaya only manufactures the telephone system which must operate on other manufactures hardware. The IT consultant recommends the "one vendor" approach for the hardware and software needed for this project to avoid compatibility issues now or in the future.

The proposed Cisco telephone system is a Voice Over Internet Protocol (VOIP) system. Instead of running on traditional telephone lines throughout the building, the system runs over the City's network allowing for a greatly enhanced telephone system and the ability to add features as technology advances. Each telephone requires a separate computer port, therefore requiring additional cable drops.

Cisco telephone systems offer many features that facilitate better customer service as well as a time savings. Features such as automated attendant, the ability to easily call forward from desk phones to cell phones and back again without any disruption to the call, enhanced e-mail notification of missed calls, voice mail and enhanced conference calling features.

The City's Purchasing Policy allows for a Cooperative Purchase when an item has already gone through a competitive bid process by another governmental jurisdiction. The State of California, Department of General Services provides competitive bids that are included in their California Multiple Awards Schedule (CMAS). Integrated Computer Technologies (ICT) participates in the CMAS program and has proposed a cost that is lower than the CMAS pricing schedule by \$4,374.50. In addition, ICT has arranged for their consultation fees and telephone system and network upgrade costs to be financed with Key Government Finance, Inc., who are Cisco's financing partner, over a five (5) year leasing term at a rate of 2.42% for a total cost of \$161,689.84.

Award of Contract for Integrated Network and Telephone System

August 16, 2011

Page 3 of 3

As part of the research that has been performed looking into a new telephone system, Staff has determined that the existing network infrastructure is in need of replacement due to age and limitations on the amount of data it can handle. In order to support the new telephone system Staff obtained bids for the installation of new cable and additional computer ports. The lowest responsive bidder was Global Cabling with a bid price of \$13,533.28. A list of all companies that submitted bids is attached. Global Cabling will also certify that the signal strength of each port, both new and existing, to determine that it can accommodate the VOIP system.

Staff is recommending that the City Council authorize the City Administrator to enter into a professional services agreement with Global Cabling in the amount of \$13,533.28, and enter into a professional services agreement with ICT and sign the capital lease purchase agreement with Key Government Finance, Inc for a five (5) year term at 2.42% interest rate in the amount of \$161,689.84. The City will own the telephone system at the end of the lease.

FISCAL IMPACT:

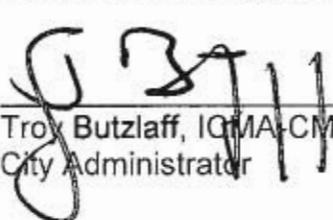
This project is budgeted in the current year Capital Improvement Program. The capital lease amount is \$3,000.92 per month commencing December 2011. The total lease amount, with interest, is \$161,689.84.

Prepared by:



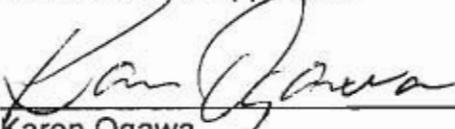
Matt Reynolds
Management Analyst

Reviewed and approved:



Troy Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:



Karen Ogawa
Director of Finance

- Attachments:
- Professional Services Agreement (ICT)
 - Financing Lease Agreement (Key Government Finance, Inc)
 - City Attorney Financial Lease Agreement Opinion
 - Professional Services Agreement (Global Cabling Networks, Inc.)
 - Cable Installation Bids
 - Phone System Requirements and Analysis Memo

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of August, 2011, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and Integrated Computer Technologies, Inc., a C corporation (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its request pertaining to the performance of professional services with respect to both consulting services for the implementation of a new telephone system and acquisition of Cisco equipment ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iii) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) **Administrator:** The City Administrator of CITY or his or her designee.

(b) **Project:** Consulting services for the implementation of a new telephone system and acquisition of Cisco equipment as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) **Services:** Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) **Completion of Project:** The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of Exhibit "A" hereto and incorporated herein by this reference. (b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$ 157,932.66 for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A".

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical

documents, as described herein, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable

written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

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

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Brian Caporicci, CEO
Integrated Computer Technologies
15520 Rockfield Blvd., Suite I-110
Irvine, CA 92618

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on

the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnitees”), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with

or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) **Legal Requirements.** CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) **Undue Influence.** CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from

CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall

obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of two hundred dollars (\$200.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

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

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

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

21. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

22. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT



Brian Caporicci
CEO

Troy Butzlaff, ICMA-CM

CITY

Mayor

ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

Statement of Work

For



PLACENTIA
CALIFORNIA *A pleasant place to live.*

August 9th, 2011

Cisco Unified Communications project

Presented By:

**Brian Caporicci
&
JET Tanner**



**Integrated Computer Technologies, Inc. (iCT)
15520 Rockfield Blvd., Suite I-110
Irvine, CA 92618**



Document Overview

This document will constitute the full Statement of Work for the Cisco Unified Communications Project. Any change or modification to this document after acceptance will require a Change Order Request that is signed by The City of Placentia and Integrated Computer Technologies, Inc. (hereafter referred to as ICT). The following specific requirements are met with this document.

Project Overview

The City of Placentia has requested a bid to replace their antiquated phone system with a Cisco Unified Communications solution. The following scope has been assembled from both onsite meetings with the city as well as conference calls designed to meet customer requirements/requests.

Statement of Work

ICT will complete the following work for the City of Placentia:

The City of Placentia is purchasing a Cisco BE5000 Unified Communications solution (see ICT Bill of Materials (BOM) for detailed hardware configuration), to replace their aging key phone system. ICT will install the Communications Manager Business Edition (BE) 5000 system in accordance with Cisco' "best-practices" and configured to meet the city's requirements with respect to current phone features, the Department of Justice (DOJ), and Cisco Unified Communications enhancements as presented to the City. Below is the proposed configuration which will be subject to change (to include additional cost) should requirements/additions be requested:

133 total users (15 at City Yard, 5 at Impound Yard, 103 between City Hall/Police Department and 10 at Melrose location), all of which will have Unified Messaging. All handsets will be Cisco 6921G and 7962G with the addition of 2 spare phones. Please note, at the City Hall building there are locations that have small hubs/switches installed, the city's IT personnel will identify these areas and let us know what additional phones will be needed. In addition, these areas will then need to be cabled to accommodate the new Cisco phone system.

The city has also requested installation/configuration of Cisco Unified Personal Communicator (CUPC) and WebEx Meeting Center. With regard to the Presence installation; ICT will install/configure the CUPC client on all workstations. Some workstations/laptops may have conflicts with the CUPC client software that are related to hardware/software configurations, lack of physical RAM etc. ICT will troubleshoot for a maximum of (1) hour, should the CUPC client software not run properly, the customer will be responsible for any additional installation time and hardware/software remediation required to complete the installation.

City Hall/Police Department-

- (1) Cisco Unified Communications Manager Business Edition (BE) 5000 solution
- (1) Cisco 2911 VSEC CUBE Router Bundle
- (4) Cisco ATA 187 (Analog Telephone Adapters)
- (1) Cisco ASA 5520. This provides separation between City Hall and the Police Department with is a requirement from the Department of Justice (DOJ).
- (2) Cisco 3560 Aggregation switches
- (4) Cisco 2960 Access Layer Power over Ethernet (PoE) switches



City Yard-

- (1) Cisco 2901 CME/SRST Router for voice access to City Hall
- (2) Cisco 2960 PoE switches (24-port) to provide Ethernet and Power over Ethernet to (15) phone/PC endpoints on the network.

Impound Yard-

- (1) Cisco 2901 CME/SRST Router for voice access to City Hall
- (1) Cisco 2960 PoE switches (24-port) to provide Ethernet and Power over Ethernet to (5) phone/PC endpoints on the network.

Melrose Location-

- (1) Cisco 2901 CME/SRST Router for voice access to City Hall
- (1) Cisco 2960 PoE switches (24-port) to provide Ethernet and Power over Ethernet to (9) phone/PC endpoints on the network.

Community Center-

Note the Community Center is currently connected via dial up and will remain so; the Community Center will not be part of this upgrade.

Dial Plan/Training/Post Install Support:

iCT will work with the customer to create dial plan pursuant to customer requirements.

iCT will provide (16) hours of end-user phone training.

iCT will provide 1.5 days of post-install support for this install.

iCT will provide 4 hours of Admin training with City appointed individuals.

Additional Information:

Installation includes unpacking hardware and placing packing in designated trash area, mounting in client provided racks, connecting cables. Installing and configuring software and hardware for proper operation as part of network.

Delays:

If we are delayed more than one hour per site by those parts of the installation that are outside our control: i.e. Telco circuit delays, network Non-availability, existing or reuse hardware / cable failures; delay time will be charged at our normal Time & Materials rate. If we are delayed for more than one hour per site by incorrect information, access, or lack of information required from the customer to complete the installation and configuration, delay time will be charged at our normal Time and Materials rate.

IP Addresses:

If IP addressing is involved in this Scope of Work, the customer will provide the IP range to use. If no specific IP address range is required, "Private" IP addresses will be utilized.

iCT Exclusions/Assumptions:

1.- No structured cabling has been included in this quote. iCT requires infrastructure cabling verification before the start of the project.

2.- As part of this project iCT will not make any changes to the existing E911 or E7911 configuration.

3.- Project work will be conducted and led at iCT's discretion, including scheduling engineering resources and other efforts in accordance with general business operations and resource availability.

4.- Project work may be conducted onsite or remotely at iCT's discretion

5.- Project equipment may be staged and configured offsite at iCT offices, as deemed necessary by iCT personnel.



6.- Any additions, changes, or moves to Electrical power will be deferred to the City.

Subcontractor Named

Included in this project and SOW are the engineering resources of **Ubisec Systems**. Principal of **Ubisec Systems**, Edward Sohn will be the leading engineer on the project due to his (their) expertise in Cisco Unified Communications, Networking, Wireless, and Security projects. Recognized as a Cisco Certified Internetwork Expert (CCIE), Edward Sohn holds Cisco's highest level of certification achievement. This, along with his 20 years designing, engineering and managing global IT infrastructures for both small and Fortune 50 companies assures he and his team possesses the expertise necessary to provide a successful implementation for the City of Placentia. He and **Ubisec Systems** are a strategic partner of **iCT**, and have successfully completed and provide ongoing support to countless voice implementations not dissimilar to this voice project.

Completion Criteria

Successful completion of the project will be determined between the City of Placentia and **iCT** in accordance with requirements set forth in the Scope of Work.

Assumptions

The following assumptions were made in the creation of this SOW. Should any of these assumptions prove to be incorrect, **iCT** reserves the right to modify the scope or schedule of work as defined in this SOW.

- This project will be completed in an estimated 75 days or sequential weeks. Factors out of the control of **iCT** such as ISP delays, equipment backorders, or client workaround arrangements may delay this estimate upwards of 30-60 days.
- The requirements, design goals, network diagrams and other information provided by the Client to **iCT** is accurate and complete and forms the foundation upon which this SOW is based.
- Before the work is to begin, any equipment to be installed has been delivered to the work site, has been inspected for damage and completeness and is ready to install.
- The project schedule estimates represent the best technical judgment based on information currently available.
- The actual project duration may vary due to unforeseen changes or circumstances.
- The project start and completion dates are to be determined upon receipt of Purchase Order (PO) and signed acceptance of this SOW.
- The Client will pay additional travel expenses for work performed outside of an **iCT** office region*.

Client Responsibilities

The following Client Responsibilities are assumed in the creation of this SOW. Should the Client fail to meet any of these responsibilities, **iCT** reserves the right to modify the scope or schedule of work as defined in this SOW.

- The Client will provide the required amount of space (including required clearances) and an equipment rack to mount the equipment being installed.
- The Client will provide the required number and type of AC outlets to power the equipment to be installed.
- The Client will provide all cabling required to connect the equipment to the network.



- All Client-controlled equipment required to complete this project is properly installed, configured and in the required location before the iCT engineer's arrival.
- The Client is responsible for providing to iCT staff, in a timely manner, the following resources and information required to complete the tasks in this SOW:
 - 24x7 Physical access to the area where work will be performed, including an escort into secured areas, if required.
 - 24x7 Remote access via Internet-enabled resource using any "normal" means that the City currently has in place (e.g., VPN)
 - Usernames and passwords required to log in to devices that iCT needs access to or the availability of a Client staff member to enter usernames and passwords when required
 - Documentation relating to the Client network that iCT requires completing the work, including, but not limited to, network diagrams, cable diagrams, IP addresses, serial numbers, device configurations, etc.
 - A Client staff member available to answer questions that may arise during the course of the project.
 - Access to a network workstation with Internet access and a web browser, and/or a network port with Internet access where the iCT engineer can connect a portable computer.
 - Specific test scenarios to check connectivity and open ports. These tests may be performed by Client staff for security or skill set reasons.
- The Client will provide technical contacts for the local telephone providers and/or WAN provider ensuring that the identified people are available to answer questions or approve plans.
- The Client has ultimate responsibility for the circuits' timely delivery and functionality (when applicable).
- The Client will accept responsibility for the solution immediately following the final task of the project.
- The Client will pay for shipment and any related costs for transportation of equipment from iCT to the Client's sites.*

*Greater than 50 miles distance, special transport vehicle, and/or lodging accommodations.

Exclusions

- No work will be performed outside the scope of this SOW except on a Change Order basis.

iCT Project Team

A project team supports every iCT engagement. This team approach will ensure a successful and timely project completion.

ICT Project Team:	
Peter Molnar Project Manager (MPOC) peter@icomputertech.com	949-600-6503 (office) 949-394-0828 (cell)



Eddie Sohn Lead Engineer esohn@ubisec.com	714-646-1800
Brian Caporicci Managing Director bcaporicci@icomputertech.com	949-600-6502

Client Contact Information:	
City of Placentia 401 East Chapman Avenue, Placentia, CA 92870	714-993-8117(Office) XXX-XXX-XXXX (Fax)
Karen Ogawa Director of Finance kogawa@placentia.org	714-993-8229(Office) XXX-XXX-XXXX (Cell) 714-961-0283(Fax)
Ryder Smith IT Consultant ryder@tripepismith.com	626-536-2173(Cell) 949-474-4701(Fax)
Bryan Wells IT Consultant bryan@tripepismith.com	(714) 618-8565 (Cell)

Total Project Cost

This project is quoted on a fixed-price basis with billable milestones as defined below. Any work completed outside the scope of this project will require a change order and be billed separately. Hourly estimates will be billed at a 4-hour minimum for work performed onsite and a 2-hour minimum for work performed remotely. All work detailed in this Statement of Work will be completed during Normal Business Hours unless otherwise specified herein. Client-approved overtime will be billed outside the terms of this Statement of Work. iCT reserves the right to invoice the Client for completed work no more frequently than weekly. Payment is due upon receipt of invoice.

Description	Qty	Each	Price
Cisco Unified Communications Solution	1	\$102,389.90	\$102,389.90
Cisco WEBEX	1	\$806.00	\$806.00
Cisco SMARTNET Services	1	\$6,944.08	\$6,944.08
Professional Services	1	\$38,795.00	\$38,795.00
Total (excluding tax/shipping)			\$148,934.98



Milestone Invoice Schedule

Milestone	Payment Milestone Percentage of Overall Project	Milestone Description	Estimated Invoice Date	Invoice Amount
Milestone #1 > Project Kick-off > Day 1-30 Installation of Switching and Routing Infrastructure.	Equipment 100% Services 40%	<ul style="list-style-type: none"> All Equipment ordered City Hall and PD Core Switching and Routing Infrastructure 	8/23/2011	\$117,907.90
Milestone #2 > Day 31-45 Installation of Core Voice Switch	Services 20%	<ul style="list-style-type: none"> Cisco Core Unified Communication Infrastructure 	9/21/2011	\$7,759.00
Milestone #3 > Day 46-60 Installation of Routing and Switch remote locations.	Services 20%	<ul style="list-style-type: none"> Cisco Routing and Switching Infrastructure for the City Yard, Impound Yard, and Melrose. 	10/10/2011	\$7,759.00
Milestone #4 > Day 61 -75 > WEBEX & SMARTNET > System Tuning, Training, Admin Training, and Handoff	WEBEX & SMARTNET 100% Services 10%	<ul style="list-style-type: none"> System-Wide Testing Tuning, SMARTNET Registration, User Training, Admin Training 	10/28/2011	\$11,629.58
Milestone #5 > Day 75 > 100% Complete	Services 10% Tax & Shipping	<ul style="list-style-type: none"> Project Completed. Customer Verification Satisfaction Signoff. 	11/2/2011	\$12,877.18
Total:				\$157,932.66



Statement of Work Acceptance

Please sign, fax, or email this document to iCT at:

orders@icomputertech.com

(949) 334-2882

Project Name: Placentia Cisco UC	Project # TBD
The parties have signed below to indicate their acceptance of the terms and conditions herein.	
Integrated Computer Technologies, Inc. (iCT)	City of Placentia
Name: BRIAN CAPORICCI	Name:
Title: CEO	Title:
Date: 8/23/2011	Date:
Signature:	Signature:

Client Information	
Company Name:	City of Placentia
Address:	401 East Chapman Avenue
City, State, ZIP	Placentia, CA 92870
Primary Contact:	Karen Ogawa
Title:	Director of Finance
Phone:	714-993-8229
Cellphone:	
Email:	kogawa@placentia.org
Project Information	
Location:	Placentia, CA
Anticipated Start Date:	8/23/2011
Anticipated End Date:	11/02/2011



Project Closure Form

CITY OF PLACENTIA – UNIFIED COMMUNICATIONS PROJECT – Project # TBD	
Account Manager: Brian Caporicci	Lead Engineer: Eddie Sohn
Start Date: 8/23/2011	Completion Date: 11/02/2011
Project Deliverables: Complete Implementation of Cisco Unified Communications Solution. See SOW for detailed explanation.	
ICT Comments:	
Client Comments:	
<p>The ICT representative signature below signifies the completion of professional services under the contract referenced above. It is understood by both parties that, during the course of the project, some requirements/deliverables may have been added, deleted, or changed as a result of numerous environmental factors. ICT works diligently with its clients, using a team approach to meet such project challenges as they unfold.</p> <p>This project will be deemed closed to the satisfaction of both parties upon the earlier of (a) the date the Client signs this document; (b) five (5) days following delivery of this document by ICT, unless the client notifies ICT otherwise within the five (5) day window, or (c) when the client uses the delivered system for meaningful commercial purposes. Notification must be directed to the ICT Project Manager and contain a detailed description of the reason for extending the project.</p>	
Integrated Computer Technologies, Inc (ICT)	City of Placentia
Name: BRIAN CAPORICCI	Name:
Title: CEO	Title:
Date:	Date:
Signature:	Signature:



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Monday, August 01, 2011

City of Placentia
Ms. Karen Ogawa
401 E Chapman Ave
Placentia, CA 92870

Re: Key Government Finance, Inc.

Dear Ms. Ogawa:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me using Key Government Finance's FedEx account #129905042, and send to:**

KEY GOVERNMENT FINANCE, INC. ATTN: JANICE THOMAN
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027.

Only the person with Signing Authority should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files. **Please Note: All fully executed documents must be returned no later than Tuesday, August 30, 2011; otherwise, the transaction is subject to re-pricing.**

Please refer to the enclosed Document Checklist when preparing the documents.

Executed documents required for funding are:

1. Tax-Exempt California Abatement Lease/Purchase Agreement
2. Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement
3. Exhibit B - Certificate of Acceptance
4. Exhibit C - Lessee's Counsel's Opinion
5. Exhibit D - Lessee's Certificate
6. Exhibit E - Bank Qualification Certificate
7. Certificate of Insurance and proof of Abatement Insurance - **Both are required prior to funding.**
8. Notification of Tax Treatment.
9. Invoicing Instructions - **Required in order to ensure that invoices are directed to the proper area in your organization.**
10. Escrow Agreement

An IRS Form 8038-G will be required for this transaction. Please consult with your Legal/Bond Counsel for instruction to complete this form. The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding.

Please contact me at 720-304-1636 with any questions or concerns you may have.

Sincerely,
Janice Thoman, Account Manager

Tax-Exempt California Abatement Lease/Purchase Agreement, Dated 8/23/2011

Accepted by Lessor:
Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, CO 80027
By:
Name:
Title:

Agreed to by Lessee:
City of Placentia 401 E Chapman Ave Placentia, CA 92870
By:
Name:
Title:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule Incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt California Abatement Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall begin upon the commencement date, as noted in the Property Schedule to Tax-Exempt Lease/Purchase Agreement, and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET; SUBJECT TO THE RIGHT TO ABATEMENT SET FORTH HEREIN, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. In addition, at its own expense, Lessee shall maintain rental interruption insurance, which shall not be self-insurance, in an amount equal to the principal component of the Lease Payments due under this Agreement during the forthcoming two years. Insurance proceeds from rental interruption insurance shall be paid to Lessor and shall be credited toward payment of the Lease Payments payable under this Agreement with respect to which the rental interruption occurred. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or

Property Schedule to Tax-Exempt California Abatement Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt California Abatement Lease/Purchase Agreement dated as of 8/23/2011 between Lessor and Lessee.

1. **Interpretation.** The terms and conditions of the Tax-Exempt California Abatement Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. **Property Description.** The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. **Commencement Date.** The Commencement Date for this Property Schedule is 8/23/2011.
4. **Term and Payments.** Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the last day of each monthly period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit D. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used.
5. **Bank Qualification Certificate.** Attached as Exhibit E. – One of two boxes MUST be checked.
6. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 8/30/2011.
7. **Property Cost.** The total acquisition cost of the Property is \$157,870.20.
8. **Opinion of Counsel.** Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc. in the amount of \$1,333.00. This payment will be made by Cisco to Lessor.

Payment No.	Payment Due Date	Payment to be made by Cisco	Lease Payment	Principal Portion	Interest Portion	Concluding Balance (with Lease Payment on Due Date)
1	23-Sep-2011	1,333.00		889.77	443.23	161,689.84
2	23-Dec-2011		3,000.92	1,675.00	1,325.92	159,964.59
3	23-Jan-2012		3,000.92	2,564.89	436.03	157,322.75
4	23-Feb-2012		3,000.92	2,572.09	428.83	154,673.50
5	23-Mar-2012		3,000.92	2,579.31	421.61	152,016.81
6	23-Apr-2012		3,000.92	2,586.55	414.37	149,352.66
7	23-May-2012		3,000.92	2,593.82	407.10	146,681.03
8	23-Jun-2012		3,000.92	2,601.10	399.82	144,001.90
9	23-Jul-2012		3,000.92	2,608.40	392.52	141,315.24
10	23-Aug-2012		3,000.92	2,615.72	385.20	138,621.05
11	23-Sep-2012		3,000.92	2,623.07	377.85	135,919.29
12	23-Oct-2012		3,000.92	2,630.43	370.49	133,209.94
13	23-Nov-2012		3,000.92	2,637.82	363.10	130,492.99
14	23-Dec-2012		3,000.92	2,645.22	355.70	127,768.41
15	23-Jan-2013		3,000.92	2,652.65	348.27	125,036.18
16	23-Feb-2013		3,000.92	2,660.10	340.82	122,296.28
17	23-Mar-2013		3,000.92	2,667.57	333.35	119,548.69
18	23-Apr-2013		3,000.92	2,675.06	325.87	116,793.38
19	23-May-2013		3,000.92	2,682.57	318.35	114,030.34
20	23-Jun-2013		3,000.92	2,690.10	310.82	111,259.54
21	23-Jul-2013		3,000.92	2,697.65	303.27	108,480.96
22	23-Aug-2013		3,000.92	2,705.22	295.70	105,694.58
23	23-Sep-2013		3,000.92	2,712.82	288.10	102,900.38
24	23-Oct-2013		3,000.92	2,720.44	280.49	100,098.33
25	23-Nov-2013		3,000.92	2,728.07	272.85	97,288.41

Equipment as described in Integrated Computer Technologies Quote #ITQ1137-01, dated 4/20/2011, referred to and incorporated herein by this reference.

EXHIBIT C

Lessee's Counsel's Opinion

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: Agreement between Key Government Finance, Inc. and City of Placentia.

Ladies and Gentlemen:

We have acted as special counsel to City of Placentia ("Lessee"), in connection with the Tax-Exempt California Abatement Lease/Purchase Agreement, and Property Schedule dated as of 8/23/2011, between City of Placentia, as Lessee, and Key Government Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.

3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

By: _____

EXHIBIT E

Bank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 1** to Master Tax-Exempt Lease/Purchase Agreement between Key Government Finance, Inc. and City of Placentia

Bank Qualified Tax-Exempt Obligation

(Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: City of Placentia
By:
Name:
Title:

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

 X **I agree that my lease is subject to sales/use tax.**

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City of Placentia
By:
Name:
Title:

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Janice Thoman
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
720-304-1636
866-840-3016 Fax

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund; Arbitrage Rebate.

(a) Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

(b) Arbitrage Rebate. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Lease will be expended for the governmental purposes for which the Lease was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Acquisition Account under Section 2.A., hereof, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Lease and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or installment payment due under the Lease.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes

set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.
By _____
Authorized Officer
Title _____

City of Placentia
By _____
Authorized Officer
Title _____

Address: 1000 S McCaslin Blvd
Superior, CO 80027

Address: 401 E Chapman Ave
Placentia, CA 92870

KEYBANK NATIONAL ASSOCIATION

By _____
Authorized Officer
Address: 127 Public Square
Cleveland OH 44114

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City of Placentia

By: _____

Name: _____

Title: _____

Date: _____

ANDREW V. ARCZYNSKI

Attorney At Law

E-Mail Address:
andrew@arczynskilaw.com

1400 North Brea Boulevard
Fullerton, California 92835-3538

Telephone: (714) 578-8838
Facsimile: (714) 578-9324

August 4, 2011

DRAFT

[Address to Lessor and Lessee]

RE: Agreement between Key Government Finance, Inc. and City of Placentia

Ladies and Gentlemen:

We have acted as special counsel to City of Placentia ("Lessee"), in connection with the Tax-Exempt California Abatement Lease/Purchase Agreement, and Property Schedule dated as of 08/23/2011, between City of Placentia, as Lessee, and Key Government Finance, Inc. as Lessor, and any amendment or addendum thereto, if any (together, the "Agreement"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder.
3. All proceedings of Lessee and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principals of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

5. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Agreement and the Property Schedule.

Very truly yours,

Andrew V. Arczynski Law
City Attorney
City of Placentia

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of August, 2011, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Global Cabling Systems, Inc., a C corporation (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional services pertaining to installing of new CAT5E (approximately 92) at City Hall and offsite facilities. ("Work" hereinafter).

(ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Scope of Services: The provision of installation of new CAT5E cabling, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of \$ 13,533.28 for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said

Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

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

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City:

City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant:

Herbert M. Axenroth
Global Cabling Systems, Inc.
11640 Warner Avenue
Fountain Valley, CA 92708

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "B," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the

successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

12. Legal Responsibilities: (a) **Legal Requirements.** CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) **Undue Influence.** CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) **No Benefit to Employees.** No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Work during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or

sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

13. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY'S alteration of a deliverable, such that CITY'S alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT'S consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT'S expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

14. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY'S prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY'S City Attorney, voluntarily provide declarations, letters of support, testimony at depositions,

response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

15. Damages: In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of fifty dollars (\$50.00) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

16. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

17. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or

penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

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

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Attorney's Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT



Herbert M. Axenroth
Global Cabling Systems, Inc.

Troy L. Butzlaff, ICMA-CM
City Administrator

Approved as to form:

Andrew V. Arczynski,
City Attorney



Certification of Existing Cabling & Installation of New CAT5E Cabling

Revised Proposal (Rev.2) for:

CITY OF PLACENTIA

401 East Chapman Avenue
Placentia, CA 92870

Revision Prepared by:

Christopher A. Goodwin, RCDD
July 29, 2011

www.global-cabling.com

11640 Warner Avenue • Fountain Valley, CA 92708 • (714) 545-9744 • Fax (714) 850-4633 • CSLB # 866398



Revised Pricing (Rev.2) For City of Placentia

Certification of Existing Cabling & Installation of New CAT5E Cabling

From: Global Cabling Systems, inc.
Company
Christopher A. Goodwin, RCDD
Estimator
(800) 908-9991
Phone
(714) 850-4633
Fax
CGoodwin@global-cabling.com
E-Mail

We purpose to furnish all labor, material, equipment, supervision, design services and other costs necessary to perform the work indicated within the bid documents, and all the documents referred to therein, all for the sums listed below.

Base Bids:

1.	Certification of Existing Cabling:	Materials:	\$	37.50
		Taxes:	\$	2.91
		Labor:	\$	4,037.00
		Total Charge:	\$	4,077.41
2.	New CAT5E Cabling (Rev.2) – Revised:	Materials:	\$	5,490.28
		Taxes:	\$	425.50
		Labor:	\$	7,617.50
		Total Charge:	\$	13,533.28

**Exclusions: 1) Painting, 2) Patching, 3) Conduits, 4) Coring, 5) Existing Cabling and Connectivity, and 6) After-Hours/Overtime.*

This proposal comes with a thirty (30) year warranty for any faults in our workmanship at no additional cost. *For further details, please reference the enclosed Warranty Section 3.0.*

www.global-cabling.com

11640 Warner Avenue • Fountain Valley, CA 92708 • (714) 545-9744 • Fax (714) 850-4633 • CSLB # 866398



City of Placentia

Certification of Existing Cabling & Installation of New CAT5E Cabling Revised (Rev.2)

TABLE OF CONTENTS:

1. DESCRIPTION OF PROJECT
2. SCOPE OF WORK
 - 2.1 CAT5E CABLING INSTALLATION
 - 2.2 CABLE SUSPENSION SYSTEM
 - 2.3 SWING-GATE WALL RACK INSTALLATION
 - 2.4 TELECOMMUNICATIONS/POWER POLES
 - 2.5 LABELING & TESTING/CERTIFICATION (NEW CABLES)
 - 2.6 EXISTING CABLING CERTIFICATIONS (CAT5)
3. CABLING SYSTEM WARRANTY
4. SPREADSHEET OF NEW CABLING LOCATIONS
5. SAFETY
6. PROCEDURES TO RESOLVE PROJECT ISSUES & DISPUTES
7. PROCEDURES TO RESOLVE PERSONNEL PROBLEMS



Revised Bid Information (Rev.2)

1. Description of Project:

Global Cabling Systems, inc. (GCS) is pleased to propose the installation of an *ICC Certified Cabling System (CCS)* at the CITY OF PLACENTIA. The *CCS* installation is to consist of the installation of NINETY-TWO (92) new CAT5E cables, ONE (1) swing-gate wall rack setup, and the certification of TWO HUNDRED THIRTY-EIGHT (238) existing CAT5E cables. Please note this proposal was compiled based on the customer provided floor plans, location documents, and site survey meeting.

- 1.2 All cables in the *CCS* will be installed in accordance to the latest edition of the NFPA/National Electrical Code[®], the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-B.1, 568-B.2, 568-B.2-1, 568-B.3, and ANSI/TIA/EIA-569-B, ANSI/TIA/EIA-606-A, ANSI/J-STD-607 and all Technical System Bulletins (TSBs) shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual will be used during all installation activities.
- 1.3 During the course of the installation, any unused/abandoned cables discovered will be removed and disposed of properly (recycled).



2. Scope of Work:

2.1 New CAT5E Cabling:

Location wiring will be Enhanced Category 5 (herein noted as CAT5E), plenum rated, 4-pair, 24AWG, UTP cable as defined in ANSI/TIA/EIA 568-B.2. All CAT5E cables will be installed in accordance to the ANSI/TIA/EIA-568 and 569 Commercial Building Standards. All CAT5E cables will be installed utilizing an independent suspension system. The CAT5E cables will be installed utilizing the existing conduits/pathway systems. In the event the existing conduits/pathway systems will not accommodate the new cabling, new telecommunication poles/raceways will need to be installed at an additional charge (after prior written authorization has been obtained from the CITY OF PLACENTIA). All CAT5E cables will be terminated using the **568B** termination method, at both the device and controller ends. All CAT5E cables will be labeled, and 100% tested ensuring continuity, no shorts or opens. All labeling will comply with ANSI/TIA/EIA 606-A labeling standards. CAT5E certification will be verified with a *Wirescope Pro* Level IV cable analyzer. Certification documentation ensuring compliance to ANSI/TIA/EIA 568-B.2 (Enhanced Category 5) at 350 MHz, Level IV will be provided.

2.1.1 *Administration Department:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to FIFTEEN (15) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.2 *Finance Department:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to EIGHT (8) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.



2.1.3 *Police Department:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to THIRTY-NINE (39) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.4 *Council Chambers:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to SIX (6) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.5 *EOC:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to SIXTEEN (16) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.6 *PW:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to TWO (2) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.7 *CS:*

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to ONE (1) new outlet location. The cable will exit the wall and/or conduit in an RJ45 CAT5E assembly installed in a flush mount faceplate, as designated on the customer-supplied floor plans and location documents. The controller end of the cable will be terminated on the



new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.8 Control Room:

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to TWO (2) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.9 Community Meeting Room:

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to TWO (2) new outlet locations. The cables will exit the walls and/or conduits in RJ45 CAT5E assemblies installed in flush mount faceplates, as designated on the customer-supplied floor plans and location documents. The controller end of the cables will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.1.10 Cable Room (David's Office):

CAT5E cabling will be routed from the existing *Network Server Room* location, through the spline and suspended tile ceilings to ONE (1) new outlet location. The cable will exit the wall and/or conduit in an RJ45 CAT5E assembly installed in a flush mount faceplate, as designated on the customer-supplied floor plans and location documents. The controller end of the cable will be terminated on the new 48-port CAT5E patch panels, to be wall rack mounted inside the *Network Server Room*.

2.2 Cable Suspension System:

In the ceilings the cabling bundles will be supported via independent hangers/wire supports. Cable supports will be attached to the existing building structure and framework independent of the ceiling, its framework, or supports. All cable supports will be securely fastened to the building structure and installed every four to five feet (4'-5'). All cable supports will be plenum rated and UL listed.



2.3 Swing-Gate Wall Rack:

ONE (1) twenty-four inch (24") high, swing-gate wall mount rack will be installed with dual-sided horizontal managers inside the *Network Server Room*. The swing-gate rack will be grounded and bonded in accordance to the TIA/EIA 607 Commercial Building Grounding and Bonding Requirements for Telecommunications.

2.4 Telecommunications/Power Poles:

THREE (3) twelve-foot (12') high, telecommunications/power poles will be installed inside the *Police Department* areas. The telecommunications/power poles will be installed to accommodate the new cabling.

2.5 Labeling and Testing/Certification:

2.5.1 *Labeling:*

All cables, outlets, and patch panels will be labeled with *Dymo Rhino 5000/6000* professional label makers. All labeling will comply with ANSI/TIA/EIA 606-A labeling standards.

2.5.2 *(New) CAT5E Data Certifications:*

CAT5E certification will be verified with a *Wirescope Pro* Level IV cable analyzer. Certification documentation ensuring compliance to ANSI/TIA/EIA 568-B.2 (Enhanced Category 5) at 350 MHz, Level IV will be provided.

2.6 Certification of Existing Data Cabling:

Please note this proposal assumes all existing CAT5 (data) cabling to be in good, working condition in order to be reused. In the event any of the existing cabling is unable to be reused, new cabling will need to be installed. Please note none of the existing CAT5 cables will be replaced without prior written authorization from CITY OF PLACENTIA.



2.6.1 *Certification of Existing CAT5E Data Cables:*

Approximately TWO HUNDRED THIRTY-EIGHT (238) existing CAT5 data cables will be certified and re-labeled throughout the facility. CAT5 certification will be verified with a *Wirescope Pro* Level IV cable analyzer. Certification documentation ensuring compliance to ANSI/TIA/EIA 568-B (Category 5) at 100 MHz, Level IV will be provided.



3. Cabling System Warranty:

- 3.1 *Global Cabling Systems, inc. (GCS)* will offer all product and system performance warranties provided by the *ICC 30-Year Certified System Limited Warranty* solution against any cable-related failure due to improper installation or termination. Any failure during this period will be repaired at no charge. Excluded under this warranty are repairs or damages to the cable installation from accident, customer/user negligence, misuse, unauthorized repairs, failure of electrical power, sprinkler, humidity, fire, storm and/or water damage, vandalism or other casualties not related to the installation and beyond the control of *GCS*. *GCS* liability under this contract shall not exceed the total fees paid under the contract to which any liability relates.
- 3.2 *GCS/ICC* will warrant all *ICC 30-Year Certified System Limited Warranty* products against manufacturer defects in material and workmanship and performance for the period of thirty (30) years.
- 3.3 If a warranty issue arises during the project, **CITY OF PLACENTIA** or their representatives can contact *GCS's* project manager/engineer or project lead technician/foreman. Both personnel can have the on site crew complete the necessary work. If a warranty issue arises after project completion, **CITY OF PLACENTIA** or their representatives should contact the project manager/engineer immediately. The project manager/engineer will then schedule a service technician to make the necessary repairs and/or replacement.
- 3.4 *GCS* will guarantee a response of eight (8) business hours for warranty issues. In many instances, *GCS* can respond within one (1) hour for emergencies.
- 3.5 **CITY OF PLACENTIA** or their representatives will not be charged for any warranty work. If a conclusion is reached, that the problem detected is not related to defective materials and/or workmanship, an invoice will be generated upon the approval of **CITY OF PLACENTIA** or their representatives.



4. New Cabling Locations (Spreadsheet) – Revised (Rev.2):

			Number of Cables
Finance Department	8	Front counter	2
		Alfonso's desk	1
		Maggie's desk	2
		Karen's	2
		Mike	1
CS	1	Storage room	1
Cable Room	1	David	1
PW	2	Copy room	1
		Engr room	1
Administration Department	15	Ken	1
		Caucasus	1
		Troy	1
		Danyelle	1
		Admin conf	1
		Steve	2
		City clerk conference area	1
		Tania	2
		Treasurer	1
		Kelly	1
		Server room	2
Break room	1		
EOC	16		16
Control Room	2		2
Council Chamber	6	Dept heads & podium	6
Community Meeting room	2		2
Police Department	39	Kitchen	2
		Briefing	2

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**Global
CAbling
Systems, inc.**

		7
	Ladies lounge	1
	Admin Conference room	3
	Traffic	4
	Alicia	3
	Lieutenants' offices	3
	Records	4
	Narcodic room	5
	Dispatch	4
	Copy room	1
Total New cables	92	



5. Safety:

- 5.1 *Global Cabling Systems, inc. (GCS)* has an impeccable safety record and follows a written safety program. As a part of the safety program, supervisors are required to hold weekly safety meetings with the entire crew on each project.
- 5.2 *GCS's* employees are our greatest asset and it is our goal to protect them by providing the proper tools, equipment, safety literature and safety materials to complete their work in a safe and efficient manner.

6. Procedures used to Resolve Project Issues and Disputes:

- 6.1 Any project issues or disputes should be directed to *GCS's* project manager/engineer who will be available to negotiate with **CITY OF PLACENTIA** or their representatives. Minor day to day issues can be resolved at the field level with *GCS's* lead technician/foreman.

7. Procedures used to Resolve Personnel Problems:

- 7.1 If at anytime *GCS's* lead technician or project manager were to identify a problem with an employee, and it could not be resolved on site, *GCS* will replace that employee immediately. If **CITY OF PLACENTIA** or their representatives were to identify a problem with a *GCS* employee, the project manager or lead technician should be contacted immediately. The necessary information to do so (telephone numbers for the office, pager, and cellular phones) will be provided to the appropriate parties. If the project manager or lead technician is unable to have the problem resolved, the employee will be replaced immediately.
- 7.2 If *GCS's* lead technician was to come into question, the project manager should be contacted immediately by **CITY OF PLACENTIA** or their representatives in order for the appropriate action to be taken.
- 7.3 If **CITY OF PLACENTIA** or their representatives were to be dissatisfied with the performance of *GCS's* project manager, *GCS's* President, Herbert Axenroth, should be contacted to take the appropriate action.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2011

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

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

PRODUCER Tutton Insurance Services 2913 S. Pullman St. Santa Ana CA 92705		CONTACT NAME: PHONE (A/C, No, Ext): (949) 261-5335 FAX (A/C, No): (949) 261-1911 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: 00017688	
INSURED Global Cabling Inc. 11640 Warner Ave. Fountain Valley CA 92708		INSURER(S) AFFORDING COVERAGE INSURER A : Golden Eagle Insurance INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES **CERTIFICATE NUMBER:10/11** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CBP4949119	12/15/2010	12/15/2011	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (If occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The City of Placentia, its elected and appointed officers, officials, employees and agents are named as additional insured with regards to insured's operations and as respects to written contract. Per CECG602 (09/04)

CERTIFICATE HOLDER City of Placentia City Administrator 401 E. Chapman Avenue Placentia, CA 92870-6101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Stanley Tutton/SILVIA <i>Stanley W Tutton</i>

COMMERCIAL LIABILITY GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART:

SECTION I – COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions

Item 2.g. 2) is replaced with the following:

- 2.g. 2) A watercraft you do not own that is:
 - a) less than 50 feet long; and
 - b) Not being used to carry persons or property for a charge.

Item 2.g. 6) is added:

- 6) An aircraft in which you have no ownership interest and that you have chartered with crew.

The last paragraph of 2. Exclusions is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

SECTION I – COVERAGES

COVERAGE C. MEDICAL PAYMENTS

If Medical Payments Coverage is provided under this policy, the following is changed:

3. Limits

The medical expense limit provided by this policy shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the declarations.

Coverage C. Medical Payments is primary and not contributing with any other insurance, even if that other insurance is also primary.

The following is added:

COVERAGE D. PRODUCT RECALL NOTIFICATION EXPENSES

Insuring Agreement

We will pay "product recall notification expenses" incurred by you for the withdrawal of your products, provided that:

- a. Such withdrawal is required because of a determination by you during the policy period, that the use or consumption of your products could result in "bodily injury" or "property damage"; and
- b. The "product recall notification expenses" are incurred and reported to us during the policy period.

The most we will pay for "product recall notification expenses" during the policy period is \$100,000.

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SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Item b. and d. are replaced with:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$500 a day because of time off from work.

SECTION II – WHO IS AN INSURED

Item 4. is replaced with:

- 4. Any subsidiaries, companies, corporations, firms, or organizations you acquire or form during the policy period over which you maintain a controlling interest of greater than 50% of the stock or assets, will qualify as a Named Insured if:
 - a) you have the responsibility of placing insurance for such entity; and
 - b) coverage for the entity is not otherwise more specifically provided; and
 - c) the entity is incorporated or organized under the laws of the United States of America.

However; coverage under this provision does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the entity, or "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the entity.

Coverage under this provision is afforded only until the end of the policy period, or the twelve (12) month anniversary of the policy inception date whichever is earlier.

SECTION III – LIMITS OF INSURANCE

Paragraph 2 is amended to include:

The General Aggregate Limit of Insurance applies separately to each "location" owned by you, rented to you, or occupied by you with the permission of the owner.

Paragraph 6. is replaced with the following:

- 6. Subject to 5. above, the Fire Damage Limit is the most we will pay under Coverage A for damages because of "property damage" to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, arising out of any one fire, explosion or sprinkler leakage incident.

The Fire Damage Limit provided by this policy shall be the greater of:

- a. \$500,000. or
- b. The amount shown in the Declarations

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item 2. a. is replaced with:

2. Duties In The Event of Occurrence, Offense, Claim or Suit

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the "occurrence", offense, claim, or "suit". Knowledge of an "occurrence", offense, claim or "suit" by other employee(s) does not imply you also have such knowledge. To the extent possible, notice to us should include:
 - 1) How, when and where the "occurrence" or offense took place;
 - 2) The names and addresses of any injured persons and witnesses; and
 - 3) The nature and location of any injury or damage arising out of the "occurrence", offense, claim or "suit".

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Item 4. b. 1) b) is replaced with:

b. Excess Insurance

- 1)b) That is Fire, Explosion or Sprinkler Leakage Insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner; or

Item 6. is amended to include:

6. Representations

- d. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Item 8. is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us

- a. If the Insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.
- b. If required by a written "insured contract" we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under that written "insured contract" for that person or organization and included in the "products-completed operations hazard".

Item 10. and Item 11. are added:

10. Cancellation Condition

If we cancel this policy for any reason other than nonpayment of premium we will mail or deliver written notice of cancellation to the first Named Insured at least 60 days prior to the effective date of cancellation.

11. Liberalization

If we adopt a change in our forms or rules which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

SECTION V – DEFINITIONS

The following definitions are added or changed:

9. "Insured contract"

a. *Is changed to:*

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion or sprinkler leakage to premises while rented to you, or temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner is not an "insured contract".

23 and 24 are added:

23. "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
24. "Product recall notification expenses" means the reasonable additional expenses (including, but not limited to, cost of correspondence, newspaper and magazine advertising, radio or television announcements and transportation cost), necessarily incurred in arranging for the return of products, but excluding costs of the replacement products and the cash value of the damaged products.

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The following Provisions are also added to this Coverage Part:

A. ADDITIONAL INSURED – BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization when you and such person or organization have agreed in writing in a contract, agreement or permit that such person or organization be added as an additional insured on your policy to provide insurance such as is afforded under this Coverage Part. Such person or organization is not entitled to any notices that we are required to send to the Named Insured and is an additional insured only with respect to liability arising out of:

- a. Your ongoing operations performed for that person or organization; or
- b. Premises or facilities owned or used by you.

With respect to provision 1.a. above, a person's or organization's status as an insured under this endorsement ends when your operations for that person or organization are completed.

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

2. This endorsement provision A. does not apply:

- a. Unless the written contract or agreement has been executed, or permit has been issued, prior to the "bodily injury", "property damage" or "personal and advertising injury";
- b. To "bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, in the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- c. To the rendering of or failure to render any professional services including, but not limited to, any professional architectural, engineering or surveying services such as:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities;
- d. To "bodily injury", "property damage" or "personal and advertising injury" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing;
- e. To any person or organization included as an insured under provision B. of this endorsement;
- f. To any person or organization included as an insured by a separate additional insured endorsement issued by us and made a part of this policy.

B. ADDITIONAL INSURED – VENDORS

Paragraph 2. under **SECTION II – WHO IS AN INSURED** is amended to include as an insured any person or organization (referred to below as "vendor") with whom you agreed, in a written contract or agreement to provide insurance such as is afforded under this policy, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

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- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. To "bodily injury" or "property damage" arising out of any act, error or omission that results from the additional insured's sole negligence or wrongdoing.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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Bids for Cable Installation

Celergy Networks	\$37,462.52
Fibretech Installations	\$15,368.50
Global Cabling Systems, Inc.	\$13,533.28
West Coast Cable Inc.	\$26,872.00

City of Placentia – Phone System Requirements and Analysis

July 2011

Version 1.0



TRIPEPI SMITH & ASSOCIATES

Authors:

Ryder Todd Smith
Bryan Wells

Table of Contents

Selection Background	3
Functional Objectives.....	4
Internal VOIP Services	4
Single Reach.....	4
Auto-Attendant.....	4
Internal Instant Messaging and Presence Awareness.....	4
Unified Messaging	4
Key Staff and Consultant Participants.....	5
Initial Discovery Points	5
High Level Specifications	6
Vendor Overview	6
Equipment and Quotes	7
Cisco Quotes	7
Avaya Quotes.....	8
System Selection Conclusion	9
Estimating ROI	9
911 System Integration Points.....	11
DOJ Review Concerns	12
BreaIT Training and Support on Phones	12
Project Overview Approach.....	12
Telecommunications Audit / Review	13
Caveats and Disclosures:	14
Reduced Network Speed Specification.....	14
No Speakerphones on Basic Phone	14
Implementation Timeline Dependencies	14
Metro Fiber and Router Requirements	15

Selection Background

The City of Placentia uses a local phone exchange switch to manage telephone communications with the public and internally. The system provides approximately 100 instruments to approximately 120 employees located in four different locations.

The current system, an Avaya phone switch, was purchased over fifteen years ago. While the existing system continues to deliver the basics of phone services to the City, there are several concerns with the existing phone system, including:

1. The existing phone system is quite old and many parts are hard to source for it. Should a critical part on the system fail, it could result in significant downtime for the City's communications to the public. Telephones are considered a high priority asset for the delivery of services to the public and for safety reasons.
2. The system has not been upgraded to provide more features and functions that can help staff be more productive. In the last fifteen years, telephone systems have advanced in features and functions. This was in the context of the rise of mobile devices and mobile data plans. Telephone systems are now more focused on a converged communications platform where employees are more readily reachable and the phone system deeply integrates with other technology systems like email and desktop computers. All of these features have increased productivity benefits for staff, but none are present in the existing system.
3. The existing system does not take advantage of newer solutions for network connectivity that could result in telecommunications cost savings and increased quality of service.

City staff started an effort to review telephone systems and options at the end of 2010 to determine what systems could meet the needs of the City and came with a strong industry presence that indicated the solution would be supported for many years to come. Staff also considered the ongoing support that would come with the phone system and the need to have that support tied into the current support services from the BrealT.

Within this report, Staff identified several key features that were important and then requested pricing on a system that met those needs.

Functional Objectives

The following is a list of features or technologies that drove the selection process:

Internal VOIP Services

Voice Over Internet Protocol (VOIP) is the standard for nearly all telephone communications. It is where money is being invested and where the latest tools and handsets are being built. For the longevity of our selection, it is important that the solution use VOIP for at least internal call routing. Additionally, since this will run on a converged computer and telephone network, the City can reuse the upgraded wiring computer network infrastructure, rather than lay new wire for an upgraded phone system.

Single Reach

The system should be able to "find" employees when they are not at their desks. This is particularly helpful in the case of field employees who are rarely at a desk phone or key management employees that need to be reached on short notice. This feature would enable someone to be called at their desk line and have the call be rerouted to their mobile phone or another desk within City Hall.

Auto-Attendant

The system should provide an easy automated call attendant that will properly route phone calls to the appropriate department. This auto-attendant would not replace general operator, but instead would supplement that operator by providing options for the public to self-service the routing of their phone call.

Internal Instant Messaging and Presence Awareness

The availability of staff and quick access to reach them is an important component of employee productivity. This feature would enable staff to contact each other with just a few clicks of a button or determine if another staff person is available, away from their desk or on another call. The critical point of integration here is that, with a single glance, an employee can determine if a fellow employee is busy or available based upon that employee's use of their telephone at their desk.

Unified Messaging

Unified Messaging provides a single view on all the messages (email and telephone) for an employee. The feature is designed to integrate with the City's existing email system to provide a single point where employees can read email and listen to voicemail. Further, with employees armed with mobile data devices, employees will be able to view and play voicemail messages left for them on their mobile phones ensuring faster delivery of messages to employees.

Key Staff and Consultant Participants

Karen Ogawa, Finance Director, City of Placentia

Matt Reynolds, Management Analyst, City of Placentia

Maggie Le, Management Analyst, City of Placentia

Mike Ryan, Account Manager, BrealT

Beverly Schlieder, Communications Supervisor, Placentia Police Department

Ryder Todd Smith, Consultant, Tripepi Smith & Associates

Bryan Wells, Consultant, Tripepi Smith & Associates

Initial Discovery Points

Selection of a phone system that leveraged VOIP technologies was viewed as a critical component of any new phone system. The evidence is that nearly all major phone manufacturers are now investing the bulk of their research and development into VOIP-based solutions, so selection of a digital type phone system would imply either a shorter life of service or limitation on future expandability.

VOIP telephone solutions leverage the same network that computers use. The result is that traffic can travel across the same network as computers resulting in reduce network infrastructure requirements and wiring costs. However, as the participants dove deeper into the existing infrastructure of the City, it became evident that the switching infrastructure and wiring was older than initially believed.

This raised two concerns:

1. That the switches for the network would lack certain features required to accommodate the voice traffic and ensure a high quality voice experience.
2. That the physical wiring quality might not be sufficient to carry the VOIP traffic with the level of quality and speed required for a successful voice implementation.

The net results of these two discoveries were, first, that the switching infrastructure would be replaced, and, second, that the existing cabling would have to be recertified to ensure it could support the VOIP traffic. Switch replacement was also deemed further attractive because it would allow for use of power over Ethernet (PoE) features and eliminate the need for power adapters at each desk for the phones. Second, diligence identified several remote network hubs and switches throughout City Hall where there was not sufficient cable drops to accommodate either expanded staffing or new devices like network printers that have been added to cubicles. Due to quality of service demands, these devices need to be removed from the network to ensure the best possible VOIP experience. Where there was a hub previous to accommodate multiple devices, we will not need multiple drops to that location for the devices so they are each homerun back to the data center room.

As a result of these discoveries, the scope of the replacement phone system expanded to include not only a replacement of the phone system, but a greatly enhanced computer network infrastructure upon which the voice traffic would reside. Effectively, this evolved into two projects: a network update project and a telephone system project.

High Level Specifications

The following sites and number and type of handsets were identified:

Site	Total Users	Operator Phones	Standard Phone	Upgrade Phones	Switch Ports (POE & 100 Mbit)
City Hall / PD	103	7	81	15	288
City Yard	15	0	15		24
Impound Yard	5	0	5		24
Human Services on Melrose	10	0	9	1	24
Total	133	7	110	16	360

(Standard phone has a basic display and no speaker phone. The upgraded phones have larger displays and full duplex speaker phones.)

New switches in each location per the specifications above with PoE and at least 100 Mbit connectivity.

New routers with redundancy built in for the Point to Point connections using analog dial lines in the City Yard, Impound Yard and Human Services location to connect back to City Hall.¹

Server hardware on which both the phone system and the voicemail system will reside.

A new firewall between the Police Department and City Hall networks for security and network segregation (note that networks must be physically separated, not just using VLAN's per DOJ specifications).

Full featured licensing for all end-users, including: soft phone, single number reach, presence awareness, visual voicemail/email integration, instant messaging.

Vendor Overview

Two solution platforms were initially approached on this project: Cisco System and Avaya. Both use channel partners to sell their services, and the City met with ICT for the Cisco equipment and integrated

¹ Possible replacement of the existing T1 WAN architecture with a metroarea fiber optic solution may alter the device selection noted here.

Access Solution for the Avaya equipment. Since Tripepi Smith was concurrently exploring vendor options and assessing our infrastructure requirements, Tripepi Smith did not initially provide detailed specification requirements to either vendor. However, it was clear early on that Cisco offered a competitive advantage in that it was a single provider option who would sell both the switching, routing and firewall solutions in conjunction with the telephone systems and software. Further, Cisco even sells the servers on which their phone system software runs. From a project risk perspective, having the ability to point to a single vendor for all services was deemed very attractive and so long as the price was reasonably comparable, offered a competitive advantage.

During this early phase of the process, it was also determined that pricing that matched or was below the California Multiple Awards Schedule² or CMAS pricing schedule would enable the City to bypass a costly and time consuming RFP process and simply select and go with an appropriately competent and priced vendor. Both Cisco and Avaya were instructed to provide pricing details that matched or were lower than CMAS pricing.

Vendor Contact Information

Integrated Computer Technologies (iCT) 15520 Rockfield Blvd., Suite I-110 Irvine, CA 92618 Jet Tanner and Brian Caporicci 949-600-6500 x210 and 949-600-6502	Integrated Access Solutions (IAS) 23 Spectrum Pointe Drive Suite 207 Lake Forest, CA 92630 Don Vanderwal 949-421-0111
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Equipment and Quotes

Since this is both a network upgrade and a phone system implementation, the costs for each element are broken out separately.

Having reviewed options with the vendors and worked through some questions, Tripepi Smith presented some specifications to each of the providers and asked them to quote a solution that met the specifications.

Cisco Quotes

Cisco Systems and iCT provided pricing that are lower than the CMAS pricing schedule for equipment by about \$4,300. Those costs broke down as follows:

Site	Network	Voice	Site Total
City Hall / PD	\$ 34,397.60	\$ 20,225.02	\$ 54,622.62

² CMAS is run through the California Department of General Services The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive.

City Yard	\$ 1,112.90	\$ 4,383.40	\$ 5,496.30
Impound Yard	\$ 1,112.90	\$ 3,050.40	\$ 4,163.30
Melrose	\$ 1,112.90	\$ 3,875.00	\$ 4,987.90
Voice System	\$ 0.00	\$ 33,119.78	\$ 33,119.78
Webex	\$ 806.00	\$ 0.00	\$ 806.00
Smartnet	\$ 3,089.68	\$ 3,854.40	\$ 6,944.08
TOTALS	\$ 41,631.98	\$ 68,508.00	\$ 148,934.98

In addition to the equipment costs, there was an additional \$xx,xxx.00 of professional services included for setup and training.

Total cost for iCT proposal: \$148,934.98

This quote does not include any discounts for equipment trade-in nor sales & use tax. Those are pending a roster of all telecom and network equipment so Cisco can assign a value to the equipment.

Cisco provides many financing options are reasonable market rates around 4.0% or less, depending on the day of late. This includes five year leasing options.

Avaya Quotes

Avaya Voice Solution Quote

Avaya Core Solution	\$20,760.81
Licensing	\$11,413.89
UC	\$4,794.40
Messaging	\$2,979.60
Endpoints	\$32,265.60
Installation and Tracking Kits	\$912.00
Implementation	\$21,245.00
Software Support	\$3,652.56
Total	\$98,023.86

Avaya Quote on HP Equipment for Network Solution

City Hall Equipment	\$63013.80
City Yard Equipment	\$3138.20
Impound Yard Equipment	\$3138.20
Melrose Equipment	\$3138.20
HP Support	\$17,576.60
IAS Professional Services	\$13,340
Total	\$93,930.40

Total Quote on Avaya/HP Solution: \$191,954.26

System Selection Conclusion

City staff will make final determination of which system to select: Cisco v. Avaya/HP. The analysis conducted by Tripepi Smith strongly suggests that the Cisco solution will meet the single vendor hopes of the City and offer a price point that is compelling.

Estimating ROI

There are two components to estimating ROI: costs avoided and productivity gained.

In the case of costs avoided, the most evident point to be made is that the existing network and telephone equipment is old and more prone to failure. Further, if and when it fails, the pathway to replacement parts and services becomes more complicated with each passing year. The risk here is not quantifiable, but the consequence of failure is significant because certain key 7 digit emergency number route through the existing phone system, so the failure of that system will result in the failure of those calls to route to the 911 call center. Migration to a new platform with on demand support in a timely manner provides a confidence in response to an outage that cannot be achieved with the existing equipment.

The benefit of the new phone system and upgraded network can manifest itself in increased productivity for staff. The productivity can take many forms, including:

- Faster file access on the network
- Reduced security breaches or virus outbreaks on the network
- Better network uptime
- Consolidated maintenance of phone and data lines into single connections
- Expedited phone deployment and oversight
- Increased access to staff regardless of physical location
- Faster communication among staff
- Ability of staff to multi-task by being "virtually" at their desk while attending to other matters
- Faster access to voicemail messages from multiple devices/services

For the purposes of this analysis, a general assumption was made about potential daily time savings for staff and this range of assumptions determined the following ROI estimates on the system:

City of Placentia Phone System ROI Estimates

Year	Labor Cost Annual*	Annual % Increase	Productivity Increase			
			0.250%	0.500%	0.750%	1.000%
2009-2010	\$ 12,961,069.00	3%	\$ 32,403	\$ 64,805	\$ 97,208	\$ 129,611
2010-2011	\$ 13,349,901.07	3%	\$ 33,375	\$ 66,750	\$ 100,124	\$ 133,499
2011-2012	\$ 13,750,398.10	3%	\$ 34,376	\$ 68,752	\$ 103,128	\$ 137,504
2012-2013	\$ 14,162,910.05	3%	\$ 35,407	\$ 70,815	\$ 106,222	\$ 141,629
2013-2014	\$ 14,587,797.35	-	\$ 36,469	\$ 72,939	\$ 109,408	\$ 145,878
			\$ 172,030	\$ 344,060	\$ 516,091	\$ 688,121

* Sourced from 2009-2010 CAFR	
Annual Hours/Employee	5
Annual Minutes/Day/Employee	1.25
ROI On Phone/Network	< 0%
ROI with Financing	< 0%

Annual	
Hours/Employee	10
Minutes/Day/Employee	2.5
ROI On Phone/Network	55.87%
ROI with Financing	170.15%

911 System Integration Points

Beverly Schlieder, Communications Supervisor, Placentia Police Department, has explained her concerns with the integration of the phone system with the Vestas 911 system. The following is a summary of the 911 integration and the anticipated risks and requirements for the implementation. These facts have yet to be confirmed by the Vesta experts and ATT engineer.

Normal 911 calls are routed directly to the 911 consoles and never route through the City's current Avaya phone switch. There are seven 7 digit numbers, however, that are also designated to route through to 911 operators; however these numbers currently terminate into the existing Avaya switch. These seven-digit numbers exist so that if someone is outside the area, but need to call the police or fire in Placentia, they have a method to accomplish that from afar. These lines are also used to place outgoing calls from the 911 system.

As of now when one of these seven digit numbers is called the connection reaches the Avaya switch, then it is translated over to the Vestas system where it rings on that system and in conjunction with rings on five other standard digital phones that are in some of the common areas of the Police Department. Essentially, the phones in the common area are in a hunt group for those emergency seven digit direct inward dial numbers, plus the Vestas 911 system is also in that hunt group.

In replacing this system, we will replace the common area phones with our standard VOIP phones and those will be part of the DID hunt group for the 7 digit emergency numbers and configuration mentioned below. We will then connect the new system over to the Vestas system so calls route from to the 911 dispatch center in addition to routing to the standard common area phones.

During the "trunking review" and audit mentioned below Triepi Smith mapped out the following outside emergency DID lines and extensions. This lines and extensions are part of the current PBX Avaya GS3SI. This was confirmed by an certified Avaya technician. The extension configurations are as follows:

8111 through 8114 - Outside PD Emergency Lines

8010 through 8011 - Information Coverage

8012 through 8013 - Coverage for Records

8014 through 8015 - Coverage for Watch Commander

8251 through 8252 - Dispatch lines

It is absolutely essential that Staff work with Vestas phone experts to ensure systems work properly when cutover. This will include the need to ensure the hookflash communications to the Vestas system from the new Cisco platform are programmed to properly communicate with each other.

DOJ Review Concerns

In the course of reviewing this project, BrealT raised a concern about DOJ review of the implementation. The DOJ must approve or have oversight on any technology changes which may affect access to highly secure systems in order to protect their information.

In the case of a VOIP implementation, there are concerns raised about the prospect of a Voice network layering on top of a data network for the Police phone systems. Further, there is a concern about using virtual LANs to separate the networks when the connections are shared on the same physical switch.

To address these concerns, the system specification identified use of separate switches for the Police Department to segregate that traffic physically from the rest of City Hall activities.

The City maintains a firewall between the City and PD networks. That device is an older firewall that is end of life, and does not have all the features required for ensuring quality of service for voice traffic over the network choke point of the firewalls. Therefore, the proposal assumes the need to replace that firewall with a new firewall.

BrealT Training and Support on Phones

It is understood from the outset of this project that BrealT or any replacement vendor of technology support services to the City should be in a position at the end of the project to manage the phone system and execute simple processes like adding new users, removing users and adding or replacing phones. Training should also take place to ensure that phone system backups can be executed by the City's technology service provider.

The estimates and project plan anticipate training time for the BrealT staff to get them ramped up on how to administer the phone system.

It will be important that the City's IT support services execute computer-based training and orientation on the equipment and software prior to their training class to ensure an expedited and high-efficient knowledge transfer process. These materials would be provided by the Vendor ahead of the implementation.

Project Overview Approach

Since the project consists of two steps: replacing core network component and then replacing the phone system, it would be best to accomplish the network replacement first. Once we ensure a solid network infrastructure, then we can proceed with the phone system implementation. In the high level project plan, Staff anticipates that the network replacement will be rolled out over a couple weeks by external sites and eventually the core switching infrastructure in City Hall. At the time of that core replacement, the network will be effectively down for a period of time, and the work will have to be coordinated and take place with minimal disruption to City staff while also having sufficient access to staff to test connectivity following the transition. This migration must pay special attention to the

requirements of the Police Department as well to ensure their key links are not affected while also ensuring they are quickly reconnected to the services they require to carry out their 24-7 operation.

This project has the advantage of not directly replacing the existing phone system, which means we can run the system in parallel. The advantage with that approach is that staff can have two phones sitting on their desk for an overlap period and they can orient themselves to the internal workings of the phones system. If the City chooses to pursue new telecom services as part of the new system, both phones will support outbound connections so users can practice using the phone for more than internal purposes.

Telecommunications Audit / Review

During the last thirty days Tripepi Smith conducted a trunk audit on the City's current Avaya PBX G3SI DFINITY. The audit found the following trunk groups and configuration below:

- 1. Group 1 - 12 Outgoing CO analog trunks.** These trunks are configured as "terminal trunk" which means each trunk after the lead number 714-993-0330 (terminal 0) does not have a phone number associated to it they are terminal 1 through 11. Note: Terminal 4 and 10 was found in a disconnected state.
- 2. Group 2 - 16 Incoming legacy analog DID trunks.** These have 200 DID's numbers including City Hall main telephone number.
- 3. Group 3 - Does not exist / disconnected.**
- 4. Group 4 - Dial your Mayor inbound number 714-528-0722.**
- 5. Group 5 - Paging City Hall - Appears to be inactive.**
- 6. Group 6 - General Paging - Appears to be inactive.**
- 7. Group 7 - Tie circuit to City Yard.** This is a digital "DCS" line over a point-to-point T-1. The T-1 split 12 channels voice / 12 channels data. AT&T Circuit ID: 78HCQA9965

It was originally believed the City operated on an existing PRI circuit from ATT, however, after review and audit it was discovered this was not case. This was later confirmed by John Carias, AT&T account representative after reviewing the City's services inventory.

With the implementation of a new phone system, it is the strong advice of Tripepi Smith that the City replace this connection methodology with newer technology, either SIP or PRI. Tripepi Smith was asked by Staff to review options for fiber connectivity for City Hall and remote sites, and this is being addressed in a separate client memo entitled "Fiber Options WAN Memo." The document outlines fiber options with Time Warner Cable and AT&T. Note both carriers are incumbent telecommunication vendors with the City and each are submitting competitive bids for services. The review of telephone connection options on the phone switch did not include any of the City's ancillary phone lines, irrigation system lines, security alarms, fire or standalone analog lines. This can be addressed at a later date if the

City decides to do so, but those lines, to the extent they are not currently connected through the Avaya phone switch will not be affected by the phone switch replacement. Tripepi Smith suggests the City execute a complete audit of all telephone lines into the and remote locations and equipment and document the connectivity.

During the review of the phone switch, it was found that password for the "cust" login was lost. Due to the age of the PBX and software version which has not been supported by Avaya for six years, the City and Tripepi Smith is unable to reset the password with either Avaya directly or another vendor. The only option is to contact the City's old vendor Merill and request them to assist with this issue. In an event of power disruption or system reset the switch will not be accessible via console or RMATS Line. During the Avaya tech visit, Tripepi Smith configured a remote access line or RMATS on the switch (714-xxx-xxxx). This will allow remote access into the switch; however, the login issue mentioned above needs to be addressed for this to be a useful support feature.

Caveats and Disclosures

Reduced Network Speed Specification

The new Cisco network equipment proposed in this solution does not include Gigabit Ethernet to the desktop, and instead uses 100 Mbit to the desktop. Tripepi Smith does not believe this will have any impact on overall user experience, but the option of Gigabit to the desktop was not deemed beneficial to the users at the City given their current applications and work activities of the employees. However, the current cabling infrastructure - pending certification - should be able to support Gigabit to the desktop if the City decides at a later date that Gigabit is required. The telephones that were specified in the quote also do not support Gigabit network speeds, and since they run in series with the desktops, the phones would also have to support Gigabit ports to support Gigabit to the desktop.

Brea IT has informed Tripepi Smith that their preference is for Gigabit to the desktop, but Cisco believes a well architected, high-performing switched 100 Megabit network will be more than sufficient for City Staff needs. Gigabit switching will exist in the core of the network to support multiple 100 Megabit users accessing single will be supported at the core meaning servers and data center infrastructure will be supported.

No Speakerphone on Basic Phone

Most of the standard phones used by employees throughout the office have a built in speakerphone. The new basic phone being proposed for most employees does not have a speaker phone. Speakerphones are on phones for Directors and other management level employees who primarily have offices. Lack of speakerphones for those who work in common areas and cubicles were not viewed as likely users of the speakerphone feature given their lack of privacy.

Implementation Timeline Dependencies

This telephones system implementation will involve the implementation of a new PRI circuit, most likely through ATT or Time Warner Cable. Implementation of these services can take weeks if not a

couple months to implement sometimes, so any timeline to implementation of the new phone system may depend on a new service provider. Clearly, the project will be scheduled to accomplish other tasks concurrent with waiting for the telecommunications infrastructure to become available.

Metro Fiber and Router Requirements

Tripepi Smith has been working with the Cisco vendor – iCT – to determine the viability of bypassing routers at the end points and using only switched Ethernet to connect remote sites to City Hall if a fiber network is used. While this is technically viable, iCT is advocating that that routers be used for even more granular control over the network. Using these routers was included in the proposal, and if we do not use them, there will be an opportunity for cost savings.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: AUGUST 16, 2011

SUBJECT: **REQUEST TO PROHIBIT PARKING DURING CERTAIN SCHOOL HOURS ON GOLDEN AVENUE EAST OF VALENCIA AVENUE**

FISCAL
IMPACT: MINIMAL

SUMMARY:

The proposed No Parking zone on Golden Avenue east of Valencia Avenue was requested by the Placentia-Yorba Linda Unified School District to help reduce school traffic intrusion in the neighborhoods surrounding Golden Elementary School by improving student drop-off and pick-up in front of the school. This request was reviewed and approved by the Traffic Safety Commission on May 16, 2011 by a 6-0-1 vote (Chadha absent).

RECOMMENDATION:

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

1. Adopt Resolution No. R-2011-__, A Resolution of the City Council of the City of Placentia, California, Prohibiting Parking on Golden Avenue During Certain School Hours and Authorizing and Directing the City Engineer to Mark Said Area.

DISCUSSION:

On May 16, 2011, the Traffic Safety Commission approved the prohibition of parking on Golden Avenue in front of Golden Elementary School during school starting and ending hours. The parking prohibition will allow parents that are waiting to pick up/drop off their children at the school to line up along the curb, outside of the bike and traffic lanes. The improvement of student pick-up and drop-off at the school is expected to reduce the number of parents picking them up on nearby residential streets. Residents at the meeting expressed support for the parking removal.

Prior to the Traffic Safety Commission meeting, City Staff worked with residents of Cartlen Drive, Brooklyn Avenue and other streets surrounding Golden Elementary School to resolve safety concerns regarding increased traffic congestion on the adjacent streets due to parents using the local streets to drop-off and pick-up their school children instead of using the designated area in the school parking lot (see Vicinity Map, Exhibit 1).

1i

August 16, 2011

Golden Elementary School is located on the south side of Golden Avenue east of Valencia Avenue. Golden Avenue is a secondary highway on the Orange County Master Plan of Arterial Highways (MPAH). In the vicinity of Golden Elementary School, it is improved with one lane of through traffic in each direction, a two-way left turn lane, curb, gutter and sidewalk, and currently carries approximately 3,900 vehicles per day. The posted speed limit at Golden Elementary School is 35 mph. On-street parking is allowed on both sides. There are also painted bike lanes (Type II) on both sides of Golden Avenue.

Golden Elementary School has several pedestrian gates, shown in Exhibit 2, that allow student access to certain adjacent local streets, including Cartlen Drive at Brooklyn Avenue. In the past, these gates were only used by the school children living nearby, but when parents from outside of the neighborhood discovered the gates, their children also began using the gates, creating the traffic congestion.

Police enforcement has helped reduce the double-parking, blocked driveways and blocked pedestrian crossing. The installation of a school crosswalk on Cartlen Drive at Brooklyn Avenue, with red curb for clearance (see Exhibit 3), has also improved school pedestrian safety. The crosswalk and red curb were approved by the Traffic Safety Commission on May 16, 2011.

Parents from outside of the neighborhood said that they began using the pedestrian gates because it was difficult to use the drop-off area in the school parking lot. City Staff, therefore, met with Placentia-Yorba Linda Unified School District (District) Staff to view the problems and discuss possible ways to improve the pick-up/drop-off process. Staff found that Golden Elementary School has developed a well-organized, orderly procedure for parents to pick-up and drop-off their students in the school parking lot. The orderliness, however, does not necessarily continue when the line of vehicles backs up onto Golden Avenue.

Student pick-up/drop-off can be difficult for two (2) primary reasons: a) Parents coming from the west line up in the bike lane or travel lane on the south side of Golden Avenue due to cars parked next to the curb, and b) Parents coming from the east, trying to make left turns into the parking lot, are frequently blocked from entering the driveway by the line of cars backed up into the street.

To reduce the access problems, the Director of Transportation for the Placentia-Yorba Linda Unified School District suggested that parking be removed on Golden Avenue during school pick-up and drop-off times to provide a place for parents to line up without blocking the bike and travel lane. He also said that the District could restripe the school driveway to provide two (2) inbound traffic lanes, making it easier for parents to make left turns into the parking lot.

City Staff agreed with the District's proposed improvements and presented the parking restriction to the Traffic Safety Commission on May 16, 2011 for their review and approval. The Traffic Safety Commission recommends that the City Council approve the prohibition of parking from 7:30 a.m. to 8:30 a.m. and from 1:00 p.m. to 3:00 p.m., school days only, for 320 feet, on the south side of Golden Avenue east of Valencia Avenue from the red curb west of the

entering (westerly) driveway at Golden Elementary School to the red curb east of the exiting (easterly) driveway at George Key School, as illustrated on Exhibit 4. It should be noted that by having a *No Parking* restriction instead of a *No Stopping* restriction, parents will be able to legally stop on the street and wait in line along the curb. Limiting the hours of the parking restriction will allow school visitors to park in front of the school during the rest of the day. The District will restripe the school driveway in conjunction with the parking restriction.

FISCAL IMPACT:

Minimal fiscal impact.

Prepared by:

Reviewed and approved:

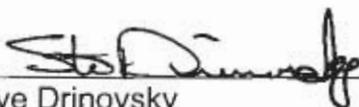
 FOR



Ruth Smith, PE
Traffic Engineer

Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:



Steve Drinovsky
Director of Public Works

Attachments:

- Exhibit 1: Vicinity Map
- Exhibit 2: Location Map
- Exhibit 3: Cartlen Drive/Brooklyn Avenue Improvements (Installed)
- Exhibit 4: Recommended Golden Avenue Improvements
- Resolution No. R-2011-__

EXHIBIT 2
LOCATION MAP

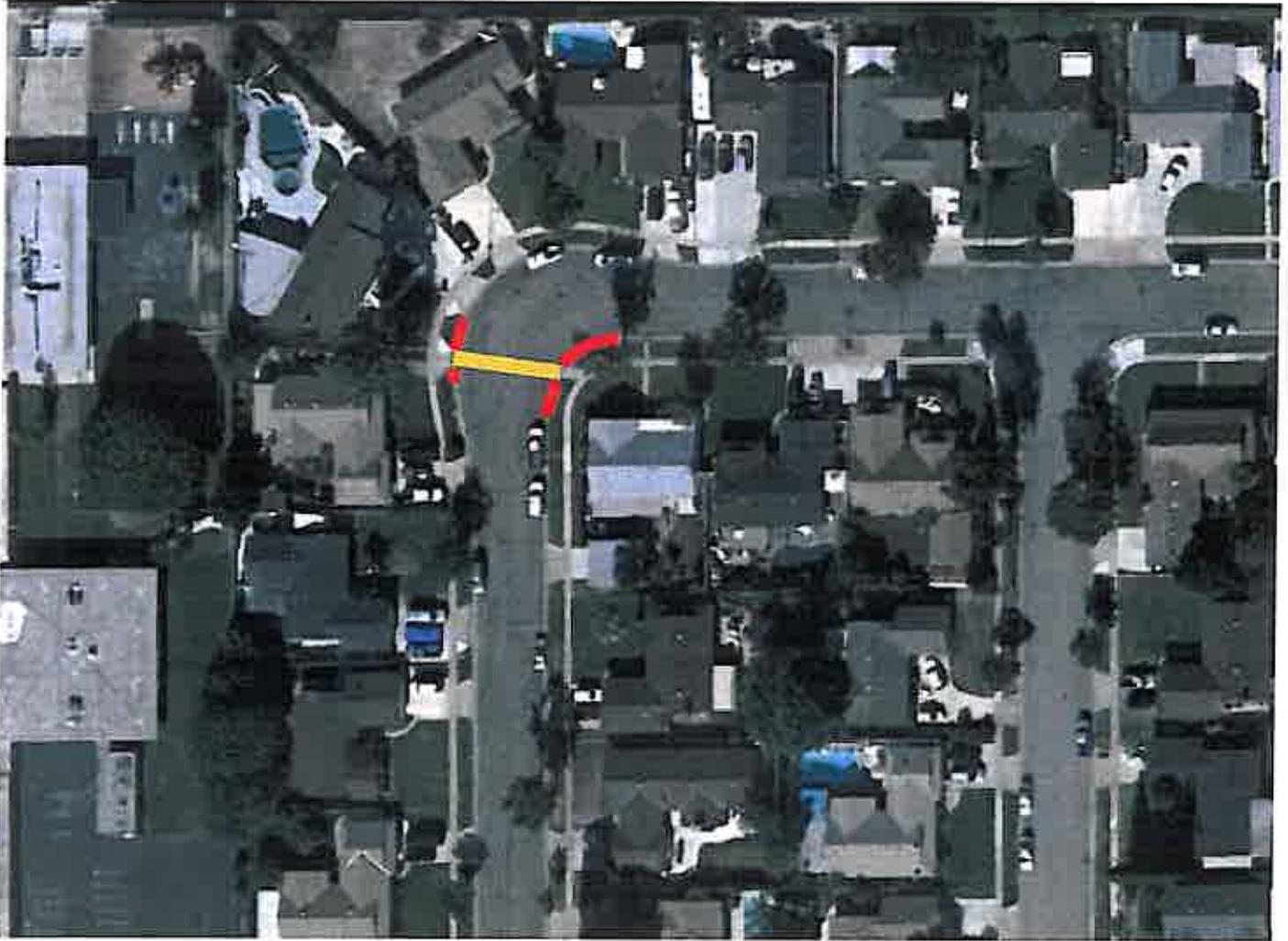


LEGEND:

 = Golden Elementary School Pedestrian Gate

EXHIBIT 3

CARTLEN DRIVE/BROOKLYN AVENUE IMPROVEMENTS (INSTALLED)



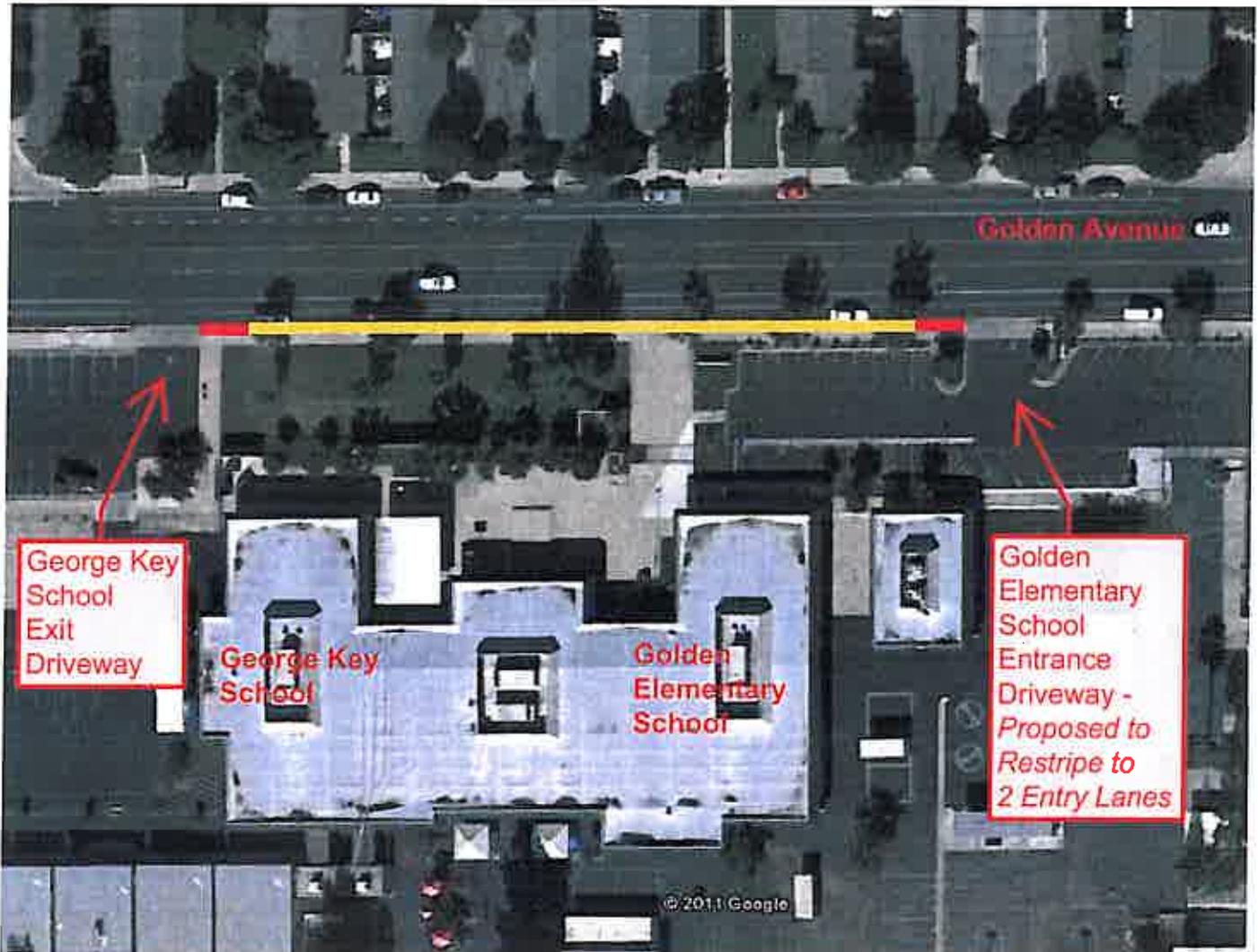
LEGEND:

 = New Yellow School Crosswalk

 = New Red Curb

EXHIBIT 4

RECOMMENDED GOLDEN AVENUE IMPROVEMENTS



LEGEND:

 = Existing Red Curb

 = Proposed "No Parking 7:30 AM to 8:30 AM, 1:00 PM to 3:00 PM, School Days Only" Zone

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA PROHIBITING PARKING ON GOLDEN AVENUE DURING CERTAIN SCHOOL HOURS AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO MARK SAID AREA ACCORDINGLY.

A. Recitals.

(i) Chapter 13.52 of Title 13 of the Placentia Municipal Code provides for the establishment of restricted parking zones within the City of Placentia.

(ii) On May 16, 2011, the Placentia Traffic Safety Commission reviewed a recommendation of the Traffic Engineer regarding the prohibition of parking from 7:30 AM to 8:30 AM and from 1:00 PM to 3:00 PM, school days only, for 320 feet, on the south side of Golden Avenue east of Valencia Avenue from the red curb west of the entering driveway at Golden Elementary School to the red curb east of the existing driveway at George Key School and recommended the City Council adopt said parking prohibition to improve traffic safety and traffic flow on Golden Avenue.

(iii) Golden Avenue is designated as a secondary highway on the Orange County Master Plan of Highways and the parking of vehicles in the area described above causes vehicles waiting to enter the on-site Golden Elementary School drop-off zone to block the eastbound bike lane and travel lane.

(iv) The Traffic Engineer has provided a report pertaining unsafe driver behavior indicating that parking on the south side of Golden Avenue should be prohibited during school beginning and ending times.

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

B. Resolution.

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

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

2. Parking for 320 feet, on the south side of Golden Avenue east of Valencia Avenue from 7:30 AM to 8:30 AM and from

1:00 PM to 3:00 PM, on school days only, from the red curb west of the entering (westerly) driveway at Golden Elementary School to the red curb east of the exiting (easterly) driveway at George Key School hereby is prohibited.

3. The City Engineer, pursuant to the provisions of § 13.52.010 of Chapter 13.52 of the Placentia Municipal Code, hereby is directed to cause appropriate signs and markings to implement this Resolution.

PASSED AND ADOPTED this 16th day of August, 2011.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16th day of August, 2011, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ASSISTANT CITY ADMINISTRATOR

DATE: AUGUST 16, 2011

SUBJECT: **MEMORANDUM OF UNDERSTANDING FOR NORTH ORANGE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP**

FISCAL IMPACT: NOT APPLICABLE

SUMMARY:

A Memorandum of Understanding (MOU), by and among the cities of Brea, Buena Park, Fullerton, La Habra, Placentia, Yorba Linda and the County of Orange/Orange County Workforce Investment Board (hereinafter referred to as "Parties") is proposed to establish the North Orange County Economic Development Partnership (NOCEDP) to work collaboratively toward the promotion of economic development projects of common benefit. This action will approve the MOU and authorize the City Administrator to execute the documents.

RECOMMENDATION:

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

1. Approve the MOU for the NOCEDP; and
2. Authorize the City Administrator, or his designee to execute the MOU on behalf of the City, on a form approved by the City Attorney.

DISCUSSION:

In 2009 a Letter of Intent (LOI) was jointly signed by the Fullerton Redevelopment and Economic Development Department, the Fullerton Chamber of Commerce and California State University Fullerton (CSUF) as an informal, preliminary step toward the establishment of the NOCEDP (see Attachment – 1: LOI). The LOI was created in recognition of the importance for cooperation and coordination of economic development in North Orange County. Additional North Orange County cities, to include the City of Placentia, began participating in NOCEDP meetings shortly thereafter to assist in the discussion and planning for further collaboration. These meetings were attended by the Assistant City Administrator on behalf of the City's economic development initiatives and to ensure that the City maintained a presence in planning efforts for regional economic development efforts.

1j

August 16, 2011

The collaborative effort laid the ground work for the NOCEDP to receive seed sponsorship from various entities, to include CSUF and the Orange County Workforce Investment Board, which are also vested in the success of the North Orange County economy. The seed sponsorship funding enabled the initiation of the first phase of a project to evaluate common regional economic factors (see Attachment – 2: Phase 1 Executive Summary). The project included input across the North Orange County region to include Placentia. As summarized, the findings of Phase 1 demonstrated that Phase 2 should be the development of a comprehensive economic development strategy and implementation plan for North Orange County.

The purpose of the MOU (see Attachment – 3: NOCEDP MOU) is to facilitate the successful completion of Phase 2, which is a comprehensive economic development strategy and implementation plan for North Orange County. The NOCEDP MOU will provide a stronger voice for the advancement of economic development related perspectives for North Orange County by establishing a team approach and would better provide for the opportunity to seek grant or other source funding.

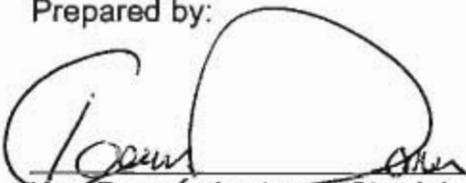
The MOU also states the Parties desire to expand the planning, coordination and implementation of economic development initiatives through affiliation with additional entities to include, but not limited to, businesses, non-profit organizations, chambers of commerce, governmental organizations and educational institutions (hereinafter referred to as "Partners"). Partners, whereas considered affiliated with the Parties to facilitate NOCEDP objectives, are not indented to be signatories to this MOU.

In addition, the proposed MOU announces the NOCEDP Partnership's intention to further identify economic development initiatives, projects and common activities of regional importance and benefit and work collaboratively to encourage advancement of these projects. As outlined in the NOCEDP MOU, from time to time MOU participants may propose to add or delete projects by written consent of the majority of MOU participants. Participation in the NOCEDP will not bind the City financially without additional action of the City Council.

FISCAL IMPACT:

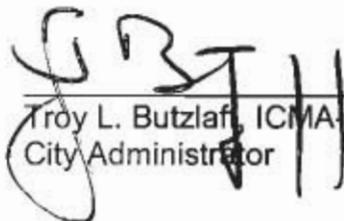
No fiscal impact. Any future fiscal impact will require subsequent action by the City Council.

Prepared by:



Ken Domef, Assistant City Administrator
Assistant City Administrator

Reviewed and approved:



Troy L. Butzlaf, ICMA/CM
City Administrator

Attachments:

- Letter of Intent
- Phase 1 Executive Summary
- DRAFT NOCEDP MOU



CITY OF FULLERTON

Redevelopment and Economic Development Department

May 27, 2009

California State University Fullerton
P.O. Box 6810
Fullerton, CA 92834-6810
Attn: Chris Reese, Director of Community Relations

Fullerton Chamber of Commerce
444 N Harbor Blvd., Suite 200
Fullerton, CA 92832
Attn: Theresa Harvey, Executive Director

SUBJECT: Letter of Intent - North Orange County Economic Development Partnership (NOCEDP).

Dear Mr. Reese and Ms. Harvey:

THIS LETTER OF INTENT is executed this day of 2009, to set forth the desire of the CITY OF FULLERTON and CALIFORNIA STATE UNIVERSITY FULLERTON to form a cooperative relationship with the FULLERTON CHAMBER OF COMMERCE (hereinafter referred to as "CITY", "CSUF", "CHAMBER", "PARTY" or collectively the "PARTIES") and other key public and private stakeholders to identify and understand the unique economic issues and potentials of North Orange County in the context of the Orange County, California, National and International economies. The name of the informal association to be formed as a result of this LETTER OF INTENT shall be the North Orange County Economic Development Partnership ("NOCEDP"). The CITY, CSUF and CHAMBER do not intend to form a Joint Powers Authority (JPA) or enter into a Memorandum of Understanding (MOU) through the execution of this LETTER OF INTENT. This letter sets forth the vision and guiding principles through which the PARTIES intend to retain professional service providers to accomplish the foregoing. It is understood that each professional service provider will enter into an agreement which must be approved by CITY, CSUF and CHAMBER.

VISION, ANTICIPATED SCOPE OF COOPERATIVE WORK AND FUNDING

The Vision of the cooperative relationship will be:

The PARTIES will cooperate to develop and support a North Orange County regional partnership to identify and understand the unique economic issues and potentials of North Orange County.

The anticipated scope of work is as follows:

Phase I – Stakeholder Focus Group and Survey

Hire a professional services firm to create a limited focus group to conduct a survey of key stakeholders in the North Orange County area regarding economic issues and potentials of the region. Potential survey topics include:

- ◆ Workforce development, training needs
- ◆ Future business and residential development
- ◆ Common causes for cities and partnership opportunities
- ◆ Transportation opportunities and challenges
- ◆ Where North Orange County will be/should be in 10+ years

Phase I Funding:

<u>Type</u>	<u>Amount</u>	<u>End Date</u>
CSUF	Not To Exceed \$6,000	End of Fiscal Year (June)
So Cal Gas	\$2,500	End of Fiscal Year (Portion)
City of Fullerton	\$5,000	End of Fiscal Year (June)

Phase II – North Orange County Summit

- ◆ Summit of key stakeholders to announce Survey results
- ◆ Panels addressing individual identified issues and suggested solutions
- ◆ Summary Panel to announce formation of NOCEDP

Phase II Funding:

<u>Type</u>	<u>Amount</u>	<u>End Date</u>
CSUF	Not To Exceed \$9,000	End of Fiscal Year (June)

AUTHORITY

The officials having primary responsibility for direction of the CITY, CSUF and CHAMBER cooperative relationship are the City Manager or the Director of Redevelopment and Economic Development of the CITY OF FULLERTON, the Dean of College of Business and Economics of CALIFORNIA STATE UNIVERSITY FULLERTON and the Executive Director of the FULLERTON CHAMBER OF COMMERCE. The responsibilities of the management team include, but are not limited to:

- I. Implementation of the Vision Statement
- II. Joint planning
- III. Ongoing analysis
- IV. Approval of work products

TERMINATION

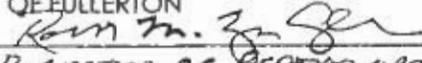
The PARTIES may terminate this LETTER OF INTENT and their cooperative relationship at any time by giving notice to the other PARTIES. While the length of any such notice of termination may vary depending upon circumstances and/or the terms of the various service agreements, the PARTIES agree to use their best efforts to provide one another with as much advance notice as may be reasonably possible under the circumstances. Any written notice to terminate this LETTER OF INTENT shall be delivered by the terminating PARTY to the other PARTIES. The terminating PARTY shall pay its portion of costs accrued pursuant to the provisions of the professional services agreements extended into by any PARTY on behalf of the PARTIES.

ENTIRE UNDERSTANDING

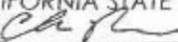
This LETTER OF INTENT comprises the entire understanding between the PARTIES with respect to its subject matter and supersedes any prior understandings and agreements between them with respect thereto. If by the 30 day of June, 2009, the PARTIES do not execute documents implementing the terms of this LETTER OF INTENT, this LETTER OF INTENT shall be of no further force and effect and shall cease to be an expression of the PARTIES' mutual intent.

In WITNESS WHEREOF, the PARTIES have executed this LETTER OF INTENT on the date shown below.

CITY OF FULLERTON

BY:  DATE: 6-9-09
ITS: DIRECTOR OF REDEVELOPMENT & ECONOMIC DEVELOPMENT

CALIFORNIA STATE UNIVERSITY FULLERTON

BY:  DATE: 6-12-09
ITS: Director of Community Relations

FULLERTON CHAMBER OF COMMERCE

BY:  DATE: 6-14-09
ITS: Executive Director

EXECUTIVE SUMMARY

Between July 29th and August 4th 2010 four focused group discussions were conducted by the Social Science Research Center (SSRC) at California State University, Fullerton, on behalf of the North Orange County Economic Development Partnership (NOCEDP).

The purpose of these discussions was to shed light on the unique economic issues facing the North Orange County region, its potential for growth, and to evaluate the possibility of a regional partnership. The North Orange County Region was defined as the cities of Brea, Buena Park, Fullerton, La Habra, Placentia and Yorba Linda.

The results of this study will also be used to generate a survey instrument to be administered to a larger sample of stakeholders via telephone in 2011.

The group discussions were audio-recorded with participants' permission and later transcribed. The content of these transcripts were subsequently analyzed to extract themes, which form the basis of the results presented here. While the discussions ranged in scope from the very specific to the very general and opinions often diverged, several themes emerged.

Three of the focused group discussions were conducted with a sample of key stakeholders, defined as professionals with expertise or a vested interest in the region's economic development.

The fourth group was conducted with a sample of "practitioners" representing city managers, economic and community developers.

SUMMARY OF FINDINGS:

- ◆ *Discussions validated the assumption that North Orange County is, in fact, distinct from the rest of the county.*
- ◆ *The loss of the manufacturing industry was unanimously viewed as an economic weakness of the region as a whole and the need to strategically plan how these facilities should be utilized in the future.*
- ◆ *Development of a strategic plan to attract businesses to North Orange County and to prevent companies from leaving the region.*
- ◆ *The Fullerton Transportation Center (FTC) was identified as a major regional asset.*
- ◆ *Affordable housing for low-end wage-earners and young professionals are needed in North Orange County, both to keep workers close to home, and to keep young people in the area.*
- ◆ *Today's workforce is lacking hands-on training which the employer is being required to provide.*
- ◆ *Two of the largest outside obstacles to the region's economy are the general economic downturn and the prevalence of restrictive state regulations.*
- ◆ *Support for the development of a regional collaborative group to not only discuss strategies for economic development but also spearhead the implementation of proposed strategies.*

Prepared by:



Prepared for:

North Orange County Economic Development Partnership:
 Cities of Brea, Buena Park, Fullerton, La Habra, Placentia and Yorba Linda
 Fullerton Chamber of Commerce
 Orange County Workforce Investment Board
 California State University Fullerton
 Southern California Edison
 The Gas Company

NORTH ORANGE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP
MEMORANDUM OF UNDERSTANDING

This NORTH ORANGE COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP MEMORANDUM OF UNDERSTANDING (the "MOU") is entered into this ____ day of August 2011, by and among the CITY OF BREA, the CITY OF BUENA PARK, the CITY OF FULLERTON, the CITY OF LA HABRA, the CITY OF PLACENTIA, the CITY OF YORBA LINDA, and the COUNTY OF ORANGE / ORANGE COUNTY WORKFORCE INVESTMENT BOARD. (hereinafter referred to as the "Parties").

RECITALS:

A. The Parties to this MOU are cities located in the northern region of Orange County.

B. Cities in the northern region of Orange County benefit from a shared regional economic development network.

C. The County of Orange has designated the Orange County Workforce Investment Board to act as the Comprehensive Economic Development Strategic (CEDS) Committee. The CEDS Committee has a strategic plan that supports targeted efforts in the northern region of Orange County.

D. The Parties recognize that a unique opportunity exists to work together collaboratively to promote economic development opportunities of regional or common benefit.

E. The Parties desire to expand the planning, coordination and implementation of economic development initiatives through affiliation with additional entities to include, but not limited to, businesses, non-profit organizations, chambers of commerce, governmental organizations and educational institutions (hereinafter referred to as "Partners").

F. The Parties and Partners ("Partnership") desire to cooperate and mutually support economic development initiatives to include, but not limited to, the development of a strategic plan for implementation of a economic development efforts ("Project") of North Orange County regional importance and common benefit.

G. The Partnership strives to further identify economic development initiatives, projects and common activities of regional importance and benefit and work collaboratively to encourage advancement of these projects.

COVENANTS:

Based upon the foregoing Recitals, which are incorporated herein by this reference, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. The name of the informal association created by this MOU shall be the North Orange County Economic Development Partnership ("NOCEDP"). The Parties do not intend to form a joint powers authority by entering into this MOU. Partners, whereas considered affiliated with the Parties to further the recitals, are not signatories to this MOU.

2. Each Party shall designate a staff representative to consult and coordinate with the other Parties with respect to the subject matter of this MOU.

3. From time to time the Partnership may add additional Projects to the scope set forth within by written consent of a majority of the Parties.

4. Additional parties may be added to this MOU by written consent of a majority of the Parties. Any new party shall be required to execute this MOU or an appropriate amendment to this MOU.

5. Additional partners may be added to the NOCEDP by consent of a majority of the Partnership.

6. The Partnership hereby express their intention to support the Parties and Partners, if applicable, in applications for funding of identified Projects from entities which may provide assistance for Project advancement.

7. This MOU shall not constitute an agreement by any Party to appropriate or expend funds in furtherance of the objectives set forth herein and each Party shall retain full budgetary control of its respective operations and expenses. Except as may be subsequently agreed upon in writing by a separate agreement or agreements executed by the Parties, each Party shall be responsible for payment of all of its costs and expense in taking any actions in furtherance of this MOU, each Party shall be solely responsible therefor, and each Party, as indemnitor, shall indemnify, defend, and hold harmless each of the other Parties to this MOU, as indemnitees, from and against any and all claims, liabilities, and losses arising out of the indemnitor's acts and omissions relating to this MOU and the NOCEDP.

8. This MOU is not intended as the exclusive means for any Party to pursue the objectives addressed in this MOU and any Party may take such independent actions as it may deem appropriate to accomplish the purposes of the NOCEDP.

9. Any Party may withdraw from this MOU by delivery of written notice of withdrawal delivered to the other Parties.

10. This MOU will begin on September 1, 2011 and remain in effect until a majority of Parties agree to dissolve the Partnership.

[SIGNATURES ON NEXT PAGE]

CITY OF BREA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF BUENA PARK

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF FULLERTON

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF LA HABRA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF PLACENTIA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF YORBA LINDA

Date: _____, 2011

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____, 2011

COUNTY OF ORANGE / ORANGE
COUNTY WORKFORCE INVESTMENT
BOARD.

By:

Its:

ATTEST:

Secretary

APPROVED AS TO FORM:

By:

City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: AUGUST 16, 2011

SUBJECT: **RESPONSE TO GRAND JURY'S COMPENSATION STUDY OF ORANGE COUNTY CITIES**

FISCAL
IMPACT: N/A

SUMMARY:

The Orange County Grand Jury issues civil reports on various matters throughout the year. These reports, with appropriate recommendations, include studies and investigations conducted by the jury during its term. Each agency investigated by the Grand Jury receives a copy of its individual report with a stipulation that a response to the Grand Jury's findings/recommendations be made by the responsible governing body within 90 days. In June, the Grand Jury released a study on the compensation levels of specified non-safety executive positions in cities throughout Orange County. This item seeks approval of the City's response to the Grand Jury's most recent report, in accordance with Penal Code § 933.05(a)(b).

RECOMMENDATION:

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

1. Approve and authorize the Mayor to sign a letter to the Presiding Judge that responds to the findings and/or recommendations of the Grand Jury's Compensation Study.

DISCUSSION:

On June 9, 2011, the Grand Jury issued its Compensation Study of Orange County Cities. The report examined compensation levels of specified non-safety management employees with base salaries in excess of \$100,000 per year in each of the 36 Orange County cities. The primary focus of this study was to determine whether compensation abuse existed in any of the cities. Although the Grand Jury concluded that there are no individual instances of abusive compensation in any of the 36 Orange County cities, they found a disturbing level of inconsistency in the degree of transparency pertaining to compensation information which is currently provided to the public. The report also evaluated how readily-accessible and transparent each city made the compensation information for its employees available on its website.

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August 16, 2011

Following publication of the Grand Jury's study, the City Administrator sent a letter to the Foreman of the Grand Jury commenting on the accuracy of some of the data reported in the study for certain positions in the City of Placentia. A copy of this letter is attached. Specifically, the benefits data used by the Grand Jury for the Director of Finance position was incorrect. In addition, the study included salary and benefit information for a City Engineer position, which is no longer in the City's classification plan, instead of the current Public Works Director position. Lastly, the letter expressed concern over the Grand Jury's rating of the City's website for accessibility regarding public official and employee salaries and benefits. The Grand Jury has since published an updated study which properly reflects the correct benefit information of the City's Finance Director and uses the compensation and benefit data for the Public Works Director. The concerns regarding the Grand Jury's rating of the City's website were not addressed in the updated study.

The Grand Jury is requiring responses to two (2) of the seven (7) findings and two (2) of the four (4) recommendations. The two (2) findings the City must respond to are as follows:

Finding F-4: Public disclosure of municipal compensation levels is widely inconsistent, ranging from good to non-existent.

Finding F-7: There is currently no disclosure of written employment contracts on the majority of the cities' website.

The City must provide a response to the following recommendations:

Recommendation R-1: Transparency. All cities in Orange County must report their compensation to the public on the Internet in an easily accessible manner. The Compensation Disclosure Model (See attached form) provides a sample as to the items that should be included in determining total compensation.

Recommendation R-2: Employment Contracts. Each city shall reveal any employment contracts in an easily accessible manner.

In accordance with California Penal Code §§ 933 and 933.05, the City is required to provide a written response to the Grand Jury's recommendations within 90 days. This response must be submitted to the Presiding Judge of the Superior Court. The due date to submit the City's written response to the findings and recommendations is September 7, 2011.

With respect to Recommendation R-1 staff generally concurs with the Grand Jury that disclosure of municipal compensation levels may have been inconsistent across cities in the past. However, the recent implementation of a statewide system for reporting compensation levels of public employees through the State Controller's Office has sufficiently addressed this matter. In addition, the City has historically and still continues to provide employee compensation and benefits information as part of the annual City budget. For these reasons, staff is not recommending implementation of the Grand Jury's recommendation to report compensation using an additional reporting model. Staff believes that the use of another

reporting model is not only unwarranted because of the implementation of the State Controller's statewide system, but the report that the Grand Jury is suggesting is also unreasonable in that it will require a significant amount of staff time to complete for little public benefit. Finally, using another reporting model will only serve to create more confusion with the public.

With regard to Recommendation R-2, the City plans to post all employment agreements and corresponding amendments on the City's website by September 1, 2011. In addition to the employee agreements and corresponding amendments, the City currently provides salary and benefit information for its elected officials and all employees on its website.

FISCAL IMPACT:

There is no anticipated financial impact from this action.

Reviewed and approved:



Troy L. Butzlaff, IGMA-CM
City Administrator

Attachments:

Letter to Jerry Powell, Foreman of the Grand Jury
Letter to Judge Borris, Presiding Judge, Orange County Superior Court

The People are the City

Mayor
SCOTT W. NELSON

City Administrator
TROY L. BUTZLAFF, ICMA-CM



Councilmembers:
JOSEPH V. AGUIRRE
CONSTANCE UNDERHILL
CHAD P. WANKE
JEREMY B. YAMAGUCHI

401 East Chapman Avenue – Placentia, California 92870

June 13, 2011

Jerry Powell, Foreman
2010-2011 Orange County Grand Jury
700 Civic Center Drive West
Santa Ana, California 92701

RE: Compensation Study of Orange County Cities

Dear Mr. Powell:

I have read the above referenced study that was prepared by the Orange County Grand Jury and wish to commend you and your fellow jurists for their work on what can be a very complex and somewhat sensitive issue. The study presents a clear and logical analysis of the compensation levels of public officials and upper level management positions in cities throughout Orange County. While I generally concur with the study's findings and recommendations, I find it necessary to point out the accuracy of some of the data reported in the study for certain positions in the City of Placentia. Specifically, I am referring to the benefits data used for the Director of Finance position. The study shows the benefits package for this position at \$88,706 when in fact the total benefit cost is actually only \$46,022. In addition, the study included salary and benefit information for a City Engineer position which is not in the City's classification plan. The data reported by the Grand Jury appears to be consistent with our Development Services Director position which was downgraded in Fiscal Year 2009-10 to Development Services Manager. The reason I am drawing attention to these inaccuracies is that the City when asked to review the draft study by the Grand Jury several weeks prior to its release to the public had previously commented to the Grand Jury that the information was incorrect. Although the City provided the correct information as part of its review of the draft study, it appears that the majority of our comments were not considered or ignored. As a result, the study now shows the City's Finance Director as being ranked 7th when in fact had the correct benefits data been used, this position would be ranked 19th in the County.

I also take exception to how the study rated the City's website on transparency and have been trying to rationalize the Grand Jury's ratings of our website as compared to the ratings of other websites that in my view are inferior to our own but received a higher rating. The study rates the City's website "Poor" in content and clarity and "Average" rating for accessibility regarding public official and employee salaries and benefits. I believe that the salary and benefit information on our website is not only very

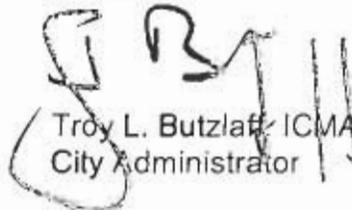
Mr. Jerry Powell
June 13, 2011
Page Two

clear and informative, but is easy to access. In contrast, the City of Fullerton, which was given a "B" rating across all three categories, has no link to the salary and benefit information from their homepage, unlike our homepage where our salary and benefit information is directly accessible to the user. In fact, to find the salary and benefit information on Fullerton's website you have to drill down using the website's drop down menu to access this information from the Human Resources page. That in my view is not very accessible, but the study gives the website a "B" rating. As for content, the information provided by Fullerton only covers a limited number of employees, City Council and Executive positions. In comparison, the information posted on our website has salary and benefit information for all public officials and employees. In fact, the City of Placentia was the first public agency in Orange County, if not the State, to post its salary information of public officials and **ALL** City employees following the City of Bell scandal. To rate the content and clarity of our information as poor seems unjustified especially when compared to the information posted by other cities that received a higher rating even though the quality of their information is inferior.

Although I have issues with the accuracy of the data in the study and do not necessarily agree with the ratings given to the City's website, I believe the Grand Jury can be proud of this study and its overriding conclusion that there are no individual instances of abusive compensation in Orange County.

Thank you for allowing me this opportunity to offer some constructive feedback about the study. Please feel free to contact me at 714-993-8117 if you have any questions or need clarification regarding the issues raised in this correspondence.

Sincerely,



Troy L. Butzlaff ICMA-CM
City Administrator

cc: City Council

The People are the City



Mayor
SCOTT W. NELSON

City Administrator
TROY L. BUTZLAFF, ICMA-CM

Councilmembers:
JOSEPH V. AGUIRRE
CONSTANCE UNDERHILL
CHAD P. WANKE
JEREMY B. YAMAGUCHI

401 East Chapman Avenue – Placentia, California 92870

(DRAFT)

August 16, 2011

The Honorable Thomas J. Borris
Presiding Judge, Orange County Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

RE: 2010-2011 ORANGE COUNTY GRAND JURY REPORT ENTITLED
"COMPENSATION STUDY OF ORANGE COUNTY CITIES"

Dear Judge Borris:

In accordance to California Penal Code §§ 933 and 933.05, the City of Placentia is pleased to provide the following responses to findings F-4 and F-7 and recommendations R-1 and R-2 of the above referenced study that was prepared by the 2010-2011 Orange County Grand Jury.

Finding F-4: Public disclosure of municipal compensation levels is widely inconsistent, ranging from good to non-existent.

City Response: The City disagrees partially with the finding. While this has certainly been a concern in the past, in 2010 the State Controller's Office established a standardized statewide system for reporting compensation of public employees. Prior to the creation of this standardized system, the City was one of the first public agencies in Orange County, if not the State, to post its salary and benefit information of public officials and **ALL** city employees on its website.

Finding F-7: There is currently no disclosure of written employment contracts on the majority of the cities' website.

City Response: The City acknowledges the Grand Jury's finding and plans to post all employment agreements and any corresponding amendments on its website on or before September 1, 2011.

Recommendation R-1: Transparency- All cities in Orange County report their compensation information to the public on the Internet in an easily accessible manner. The Compensation Disclosure Model (Appendix 4,) provides a sample as to the items that should be included in determining total compensation.

The Honorable Judge Borris
August 16, 2011
Page Two

City Response: The City of Placentia wholly embraces the importance of public accessibility and transparency regarding public employee compensation. However, the City contends that this recommendation is not warranted in light of the standardized statewide system for reporting compensation of public employees that is maintained by the State Controller's Office. In addition to the information available through the State Controller's Local Government Compensation Report, the City currently posts its salary and benefit information of public officials and city employees on its website. Based on the information that is available on the City's website and through external sources such as the State Controller's Office, the City feels that the additional compensation reporting format as proposed by the Grand Jury provides little public benefit and could in fact create more confusion due to differences in format.

Recommendation R-2: Employment Contracts- Each city reveal any individual employment contracts in an easily accessible manner.

City Response: Employment agreements and corresponding amendments will be posted and made available on the City's website by September 1, 2011.

Thank you for affording us this opportunity to comment upon the findings and recommendations of the Grand Jury's Compensation Study of Orange County Cities. Should you have any questions or need clarification regarding the City's responses contained herein, please do not hesitate to contact my office.

Sincerely,

Scott W. Nelson
Mayor



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: AUGUST 16, 2011
SUBJECT: **SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 10.26 OF TITLE X OF THE PLACENTIA MUNICIPAL CODE RELATING TO BINGO GAMES AND REGULATIONS FOR REMOTE CALLER BINGO**
FINANCIAL IMPACT: N/A

SUMMARY:

On August 2, 2011 the City Council conducted a First Reading by title only and introduced the attached ordinance which amends Chapter 10.26 of Title X of the Placentia Municipal Code relating to bingo games and regulations for remote caller bingo. Chapter 10.26 currently contains regulations and standards for charity bingo games. This action will conduct a Second Reading and, if approved, adopt the proposed ordinance.

RECOMMENDATION:

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

1. Conduct second reading by title only and adopt, Ordinance O-2011-___, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING CHAPTER 10.26 OF THE PLACENTIA MUNICIPAL CODE REGARDING BINGO GAMES AND SETTING REGULATIONS FOR CONDUCTING REMOTE CALLER BINGO BY ELIGIBLE ORGANIZATIONS.**

DISCUSSION:

As discussed at the First Reading and Introduction, bingo games within the City are currently regulated through Chapter 10.26 to the Placentia Municipal Code (PMC). In 2008, the Legislature passed, and the Governor signed, Senate Bill 1369 (SB 1369) (Cedillo. Chapter 748, Statutes of 2008). This bill, the California Remote Caller Bingo Act (Act), permitted local governments to adopt an ordinance which allowed remote caller bingo; set up regulations for remote caller bingo; and, specified what type of non-profits could operate remote caller bingo, among other regulations.

The Placentia American Legion Post #277 (Post) requested that the City Council amend the current bingo Ordinance to conform with the most recently enacted State laws regarding remote caller bingo. The Post plans to utilize their current facility at 230 South Bradford Avenue in Downtown Placentia to host remote caller bingo games two nights a week.

3a

August 16, 2011

The City's current bingo ordinance as codified in Chapter 10.26 and the recently enacted legislation regarding remote caller bingo were reviewed in order to draft an amended ordinance. Relevant sections of the current code are proposed to be updated and applicable sections based on a model ordinance for remote caller bingo are proposed to be added. Together, the new, amended Chapter 10.26 will regulate all bingo games to include those considered remote caller bingo. It is important to note the proposed Ordinance requires that any applicant for a bingo license through the City must also seek a Use Conformity Determination through the Planning Commission. The Use Conformity Determination process is a method in which to review a proposed use that is not permitted by right within a zoning district to determine if the proposed use is in conformity with the intent and standards of the zoning district. The Planning Commission will review the applicant's statement of use and application for the proposed bingo license and determine if the use can be allowed or if conditions should be put in place in order to protect adjacent property owners or the general health, safety and welfare of the public. The process allows the Planning Commission to review the application and proposed location for potential impacts to include, but not be limited to, parking, noise, hours of operation and adequacy of the site based on the expected occupancy. Additionally, State law allows a jurisdiction to charge actual costs related to law enforcement activities directly related to bingo games.

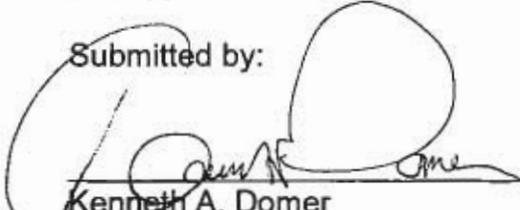
CEQA FINDINGS

Section 15061(b)(3) of the California Environmental Quality Act (CEQA), the general rule exemption, states that where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment that the activity is not subject to CEQA. The proposed amendment implements regulations as promulgated by California Penal Code and the proposed process requires each application to go through a Use Conformity Determination at which time appropriate environmental review can be conducted.

FISCAL IMPACT

Not applicable.

Submitted by:



Kenneth A. Domer
Assistant City Administrator

Reviewed and approved:



Troy A. Butzlaff, ICMA-CM
City Administrator

ORDINANCE NO.0-2011-
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF PLACENTIA, CALIFORNIA AMENDING CHAPTER
10.26 OF THE PLACENTIA MUNICIPAL CODE
REGARDING THE LICENSING AND REGULATION OF
BINGO GAMES WITHIN THE CITY.

City Attorney's Summary

This Ordinance amends Chapter 10.26 of Title 10 of the Placentia Municipal Code pertaining to the licensing and regulation of bingo games within the City. Chapter 10.26 is amended to be consistent with requirements of California law that limiting bingo games ad authorizing remote caller bingo.

A. Recitals.

(i). Current Chapter 10.26 of the Placentia Municipal Code contains provisions governing the licensing and regulation of bingo games.

(ii). Recent changes in California law allow more flexible regulations to be adopted authorizing bingo games to be conducted with more frequency and allowing for the use, if approved by ordinance, of "remote caller" bingo.

(iii). The City Council of the City of Placentia desires to permit greater flexibility to non-profit organizations and other organizations qualified by California law to conduct bingo games.

(iv). This ordinance is adopted pursuant to § 19 of Article IV of the California Constitution, as implemented by California Penal Code §§ 326.3 and 326.4.

(v). All legal prerequisites to the adoption of this ordinance have occurred prior to the adoption of this ordinance.

B. Ordinance.

The City Council of the City of Placentia does ordain as follows:

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

Section 2. Chapter 10.26 of the Placentia Municipal Code hereby is amended to read, in words and figures, as follows:

"Chapter 10.26
"Bingo Games

"Sections:

- "10.26.010. Definitions.
- "10.26.020. Eligible Organizations.
- "10.26.030. License Required.
- "10.26.040. Application for License.
- "10.26.050. Eligible Applicant.
- "10.26.060. Contents of Application.
- "10.26.070. Investigation of Applicant.
- "10.26.080. Partial Refund if License Denied.
- "10.26.090. Contents of License.
- "10.26.100. License Conditions.
- "10.26.110. Location for Conduct of Bingo Games.
- "10.26.120. Exclusive Operation by Licensee.
- "10.26.130. Identification Cards.
- "10.26.140. Financial Interest in Licensee Only.
- "10.26.150. Maximum Amount of Prize.
- "10.26.160. Profits Maintained in Separate Fund or Account.
- "10.26.170. Annual Audit Required.
- "10.26.180. Receipt of Profit by Person Prohibited.
- "10.26.190. Hours of Operation.
- "10.26.200. Bingo Games Open to Public.
- "10.26.210. Attendance Limited to Occupancy Capacity.
- "10.26.220. Participant Must be Present.
- "10.26.230. Alcoholic Beverages Prohibited.
- "10.26.240. Intoxicated Persons Not Allowed to Participate.
- "10.26.250. Minors Not Allowed to Participate.
- "10.26.260. Summary Suspension of License.
- "10.26.270. Revocation of License.
- "10.26.280. Appeal Procedures.
- "10.26.290. Use Conformity Determination.
- "10.26.300. Existing Licensed Organizations.

"10.26.010. Definitions.

"Unless the particular provision or the context otherwise requires, the definitions herein set forth shall govern the construction, meaning, and application of words and phrases used in this Chapter.

"(A). 'Bingo' means a game of chance in which prizes are awarded on the basis of designated numbers or symbols on a card which conform to numbers or symbols selected at random and announced by a live caller.

"(B). 'City' means the City of Placentia.

"(C). 'City Council' means the City Council of the City of Placentia.

"(D). 'City Administrator' means the City Administrator of the City of Placentia, or his or her designee.

"(E). 'License Officer' means any employee of the City who is authorized to issue or ensure compliance with applicable license requirements pursuant to this Chapter. A 'License Officer' includes, but is not limited to, a Code Enforcement/Compliance Officer or any other employee authorized by the City Administrator.

"(F). 'Organization' means and includes any person, firm, partnership or association eligible to conduct bingo games hereunder and is qualified pursuant to the provisions of § 10.26.030 of this Chapter and shall include any applicant hereunder.

"(G). 'Remote caller bingo' means a bingo game in which the organization conducting the game uses audio or video technology to link electronically any of its in-state facilities for the purpose of the remote calling of a game from a single location to multiple locations owned, leased, or rented by that organization or pursuant to specified agreements all in compliance with the provisions of California Penal Code § 326.3.

"10.26.020. Eligible Organizations.

"The following organizations are qualified to apply to the business license division for a license to operate a bingo game or remote caller bingo game if the receipts of those games are used only for charitable purposes:

"(A). An organization exempt from taxes imposed under the California Corporation Tax Law by §§ 23701a, 23701b, 23701d, 23701e, 23701f, 23701g, 23701k, 23701l, or by § 23701w of the California Revenue and Tax Code.

"(B). A mobile home park association of a mobile home park that is situated in the City.

"(C). A senior citizen organization.

"(D). A charitable organization affiliated with a school district within the City.

"10.26.030. License Required.

"It is unlawful for any organization to conduct bingo games without a license issued pursuant to this Chapter. A license issued pursuant to this Chapter shall be valid until the end of the calendar year, at which time the license shall expire. A new license shall only be obtained upon filing a new application and payment of the license fee. The fact that a license has been issued to an applicant creates no vested right on the part of the licensed organization to continue to offer bingo for play. The City Council expressly reserves the right to amend or repeal this Chapter at any time. If this Chapter is repealed, all licenses issued pursuant to this Chapter shall cease to be effective for any purpose on the effective date of the repealing resolution.

"10.26.040. Application for License.

"An eligible organization seeking to obtain a license to conduct bingo games in the City shall file an application in writing therefore in the office of the business license division on a form to be provided by the business license division. The issuing authority shall be the City Administrator.

"10.26.050. Eligible Applicant.

"No license shall be issued to any organization unless such applicant is an eligible organization under § 10.26.020 and the application conforms to the requirements, terms and conditions of this Chapter and California law.

"10.26.060. Contents of Application.

"The application shall be in a form prescribed by the business license division and shall be accompanied by a filing fee in an amount determined by resolution of the City Council from time to time. The following documentation shall be attached to the application, as applicable:

"(A). A certificate issued by the Franchise Tax Board certifying that the applicant is exempt from the payment of taxes pursuant to the provisions of § 10.26.020(A). In lieu of a certificate issued by the Franchise Tax Board, the business

license division may refer to the Franchise Tax Board's Internet Web site to verify that the applicant is exempt from the payment of taxes pursuant to the provisions of § 10.26.020(A).

"(B). Other evidence as the business license division determines is necessary to verify that the applicant is a duly organized mobile home park association of a mobile home park situated in the City, a qualified senior citizen organization or a charitable organization affiliated with a school district within the City.

"(C). The name and signature of at least two (2) officers, including the presiding officer, of the organization and the trustee of any trust;

"(D). The fingerprints of the applicant's officers; provided, however, that fingerprints shall not be required of any applicant who can show possession of a valid state business or professional license which requires such fingerprinting;

"(E). A statement as to whether or not the applicant officers have been convicted of any crime, misdemeanor, or violation of any municipal ordinance, the nature of the offense, and the punishment or penalty assessed therefore;

"(F). (1). The particular property within the City, including the street number, owned, leased or used by the applicant, or property whose use is donated to the organization, used by such applicant for an office or for performance of the purposes for which the applicant is organized, on which property bingo games will be conducted, together with the occupancy capacity of such place;

"(2). If the application is for remote caller bingo games, the particular property within the City, including the street number, owned or leased by the applicant, or the use of which is donated to the organization, provided that the operation of bingo games may not be a primary purpose for which the applicant is organized. Nothing in this subsection (F).(2). shall be construed to require that the property that is owned or leased by, or the use of which is donated to, the organization be used or leased exclusively by, or donated exclusively to, that organization.

"(G). Proposed day(s) of week and hours of day for conduct of bingo games;

"(H). A statement that the applicant agrees to conduct bingo games in strict accordance with the provisions of California Penal Code §§ 326.3 and 326.5 and this Chapter as the same may be amended from time to time hereafter, and agrees that the license to conduct bingo games may be revoked by the City Administrator upon violation of any of such provisions;

"(I). A statement that the applicant agrees to pay, on a monthly basis, an additional fee for law enforcement and public safety costs incurred by the City that are directly related to bingo activities which may be imposed and shall be; however, any such law enforcement and public safety fee shall not exceed the actual costs incurred in providing the service.

"(J). Said application shall be signed by the applicant under penalty of perjury.

"10.26.070. Investigation of applicant.

"Upon receipt of the completed application and the fee required therefor, the Finance Director shall refer the same to interested departments of the City including, but not limited to, the City Administrator, City Attorney, Development Services Director, Police Chief and the Fire Department for investigation as to whether or not all the statements in the application are true, and whether or not the property of the applicant qualifies, and the extent to which it qualifies as property on which bingo games may lawfully be conducted as to fire, occupancy, zoning, off-street parking and other applicable restrictions.

"10.26.080. Partial Refund if License Denied.

"If an application for a license is denied, one-half (¹/₂) of the license fee paid shall be refunded to the organization. An organization may appeal, in accordance with the provisions of § 10.26.280, below.

"10.26.090. Contents of License.

"Upon being satisfied that the applicant is fully qualified under law to conduct bingo and/or remote caller bingo games in the City, the City Administrator shall issue a license to said applicant, which shall contain the following information:

"(A). The name and nature of the organization to which the license is issued;

"(B). The address where bingo games are authorized to be conducted;

"(C). The occupancy capacity of the room in which bingo games are to be conducted;

"(D). The date of the expiration of said license; and

"(E). Such other information as may be necessary or desirable for the enforcement of the provisions of this Chapter.

"10.26.100. License Conditions.

"(A). Any license issued pursuant to this Chapter shall be subject to the conditions contained in California Penal Code §§ 326.3 and 326.4, as applicable, and any regulations as promulgated and enforced by the Department of Justice or other designated agency, and each licensed organization shall comply with the requirements of those provisions.

"(B). Each license issued pursuant to this Chapter shall be subject to the following additional conditions:

"(1). Bingo games shall not be conducted by any licensed organization on more than two days during any week, except that a licensed organization may hold one additional game, at its election, in each calendar quarter.

"(2). The licensed organization is responsible for ensuring that the conditions of this Chapter and California Penal Code §§ 326.3 and 326.4 are complied with by the organization and its officers and members. A violation of any one or more of those conditions or provisions shall constitute cause for the revocation of the organization's license. A use conformity determination as required by the zoning district in which the bingo games will be conducted.

"10.26.110. Location for Conduct of Bingo Games.

"Subject to the provisions of § 10.26.290, a licensed organization shall conduct a bingo game on property owned or leased by it, or for bingo games other than remote caller bingo, on property whose use is donated to the organization, and which property is used by such organization for an office or for performance of the purposes for which the organization is organized. The license issued under this Chapter shall authorize the holder thereof to conduct bingo games only on such

property at the address which is stated in the application. In the event the described property ceases to be used as a place for performance of the purposes of conducting bingo games, the license shall immediately terminate and have no further force or effect. A new license may be obtained by an eligible organization, upon application and satisfaction of the requirements under this Chapter.

"10.26.120. Exclusive Operation by Licensee.

"A bingo game shall be operated and staffed only by members of the licensed organization. Such members shall not receive a profit, wage, or salary from any bingo game. Only the licensed organization shall operate such game, or participate in the promotion, supervision or any other phase of such game except as otherwise permitted by California Penal Code § 326.3 or § 326.5. This Section does not preclude the employment of security personnel who are not members of the authorized organization at a bingo game by the organization conducting the game.

"10.26.130. Identification Cards.

"All organizations issued a valid license pursuant to this Chapter shall, during the operation of any bingo game, provide for each person of the organization involved in direct operation thereof an identification card indicating the member is in good standing in the organization and authorized to be a bingo game operator. Said identification cards shall receive the approval of the Chief of Police as to form prior to issuance. Identification cards shall be worn on an outer garment in a clearly visible location at all times when an individual is serving as an operator of a bingo game. Identification cards may be issued by an organization at any time after a valid license has been issued. Nothing in this Section shall be construed as to limit the number of operators and other participants an organization may acquire.

"10.26.140. Financial Interest in Licensee Only.

"No individual, corporation, partnership, or other legal entity except the licensed organization shall hold a financial interest in the conduct of such bingo games.

"10.26.150. Maximum Amount of Prize.

The total value of prizes awarded during the conduct of any bingo game shall not exceed five hundred dollars (\$500) in cash or

kind, or both, for each separate game which is held except as otherwise provided in California Penal Code § 326.

"10.26.160. Profits Maintained in Separate Fund or Account.

"All profits derived from a bingo game shall be kept in a special fund or account and shall not be commingled with any other fund or account. The licensed organization shall keep full and accurate record of the income and expenses received and disbursed in connection with its operation, conduct, promotion, supervision and any other phases of bingo games which are authorized by this Chapter. The City, by and through its authorized officers, shall have the right to examine and audit such record at any reasonable time. The licensed organization shall fully cooperate with the City by making such record available.

"10.26.170. Annual Audit Required.

"On or before April 15th of each year, each licensed organization shall file with the City Administrator an audit for the calendar year immediately preceding. The audit shall be prepared and signed by a certified public accountant and shall reflect all income and expenses received and disbursed in connection with the operation, conduct, promotion, supervision or any other phase of bingo games authorized by this Chapter.

"10.26.180. Receipt of Profit by a Person Prohibited.

"It is a misdemeanor under California Penal Code §§ 326.3 and 326.5(b) for any person to receive a profit, wage or salary from any bingo game authorized under this Chapter, a violation of which is punishable by a fine not to exceed ten thousand dollars (\$10,000), which fine shall be deposited in the general fund of the city.

"10.26.190. Hours of Operation.

"No bingo game shall be conducted before 10 a.m. or after 11:30 p.m. of any day.

"10.26.200. Bingo Games Open to Public.

"All bingo games shall be open to the public, not just to the members of the licensed organization.

"10.26.210. Attendance Limited to Occupancy Capacity.

"Notwithstanding that bingo games are open to the public, attendance at any bingo game shall be limited to the occupancy capacity of the room in which such game is conducted as determined by the Fire Department and Building Department of the City and in accordance with applicable laws and regulations. No licensed organization shall reserve seats or space for any person.

"10.26.220. Participant Must be Present.

"No person shall be allowed to participate in a bingo game unless the person is physically present at the time and place in which the bingo game is being conducted.

"10.26.230. Alcoholic Beverages Prohibited.

"No person shall sell or consume nor shall any licensed organization permit the sale or consumption of any alcoholic beverage on the premises where licensed bingo games are in operation.

"10.26.240. Intoxicated Persons Not Allowed to Participate.

"No person who is obviously intoxicated shall be allowed to participate in a bingo game.

"10.26.250. Minors Not Allowed to Participate.

"No person under the age of eighteen (18) shall be allowed to participate in any bingo game.

"10.26.260. Summary Suspension of License.

"(A). Whenever it appears to the City Administrator that the licensed organization is conducting a bingo game in violation of any of the provisions of this Chapter, the City Administrator shall have the authority to summarily suspend the license and order the licensed organization to immediately cease and desist any further operation of any bingo game.

"(B). Any person who continues to conduct a bingo game after a summary suspension thereof under subsection (A) is guilty of a misdemeanor and upon conviction thereof shall be punishable by a fine not exceeding one thousand dollars (\$1,000)

or by imprisonment in jail for a period not exceeding six (6) months, or by both such fine and imprisonment.

"(C). The order issued under subsection (A) shall also notify the licensed organization that it shall have right to appeal within the time and in the manner specified in § 10.26.280. Failure to appeal and request in writing such hearing within the time and in the manner required shall result in a revocation of the license.

"(D). Any organization whose license is suspended under this section shall not conduct any bingo game in the City unless and until such time as an appeal has been finally determined in the licensed organization's favor.

"10.26.270. Revocation of License.

"(A). Whenever it appears to the City Administrator that the licensed organization is conducting bingo games in violation of any of the provisions of this Chapter, or that the license was obtained by fraudulent representation, and no summary suspension is ordered under § 10.26.260, the license may be revoked: provided. No license shall be revoked under this section except upon five (5) days' written notice given by depositing in the United States mail directed to said licensed organization at the address given in the application. The notice shall set forth a summary of the ground advanced as the basis of the revocation.

"(B). Any organization whose license is suspended under this section shall not conduct any bingo game in the City unless and until such time as an appeal has been finally determined in the licensed organization's favor.

"10.26.280. Appeal Procedures.

"(A). License Denial.

"(1). An applicant may appeal the business license officer's denial of a license or license renewal by filing a written notice of appeal with the City Clerk setting forth the grounds for disagreement with the decision within ten (10) days of the date of the decision. The appeal must be accompanied by the applicable appeal fee established by City Council resolution.

"(2). The City Clerk will then fix a time and place

for the hearing of such appeal before the City Administrator, and shall give notice to the appellant of the time and place of the hearing by certified mail or personal delivery to the appellant at the address provided in the appeal.

"(3). At the hearing, the City Administrator shall have authority to determine all questions raised on such appeal, provided that no such determination may conflict with any substantive provision of this code or other applicable law. The decision of the City Administrator shall be final, and shall be effective upon the date that written notice of the decision is sent by certified mail or personally delivered to the appellant.

"(B). License Revocation or Suspension.

"(1). A licensed organization may appeal the City Administrator's revocation or suspension order by filing a written notice of appeal with the City Clerk setting forth the grounds for disagreement with the decision within ten (10) days of the date of the revocation or suspension order. The appeal must be accompanied by the applicable appeal fee established by City Council resolution.

"(2). If an appeal of a revocation or suspension order is timely filed, the matter shall be scheduled for a hearing within a reasonable time before a City-appointed administrative hearing officer. The filing of such appeal shall stay the revocation or suspension order until a final decision is made by the hearing officer. The licensed organization, and any other persons requesting notice shall be given at least ten (10) days' written notice of the time and place of such hearing.

"(3). At the hearing, the hearing officer shall determine whether a sufficient basis exists for the revocation or suspension of the license based upon the complaint, applicable staff reports, the revocation or suspension order, and such other evidence as may be presented that is relevant to the proceedings. The hearing officer may continue any such hearing from time to time. The licensed organization shall be given a reasonable opportunity to be heard in conjunction with the revocation or suspension proceedings. The burden of proof shall be upon the City to show that the facts and evidence is sufficient to constitute a basis for revocation or suspension of the license. The proceedings before the hearing officer shall be an informal administrative hearing and the rules of evidence, as generally applied in judicial proceedings, shall not be applicable. However, City officials or representatives and the

licensed organization shall have the right of subpoena.

"(4). The hearing officer shall issue a written decision on the appeal within ten (10) days of the conclusion of the hearing unless the City and the licensed organization agree to a different deadline. Notice of such decision must be provided to the licensed organization by certified mail or personal delivery.

"(5). The decision of the hearing officer shall be effective upon the date of mailing or personal delivery of the decision, and shall be final, subject to the provisions of California Code of Civil Procedure § 1095. The time during which judicial review may be sought is governed by California Code of Civil Procedure § 1094.6 and notice thereof shall be given by the hearing officer at the time the decision is rendered.

"(6). Any licensed organization whose license is finally revoked may not again apply for a license to conduct bingo games in the City for a period of one (1) year from the date of such revocation; provided, however, if the ground for revocation is cancellation of the exemption granted under California Revenue and Taxation Code § 23701d such organization may again apply for a license upon proof of reinstatement of said exemption.

"10.26.290. Use Conformity Determination.

"Notwithstanding the provisions of Title 23 (Zoning Code) of this Code, the Planning Commission of the City shall, upon application made pursuant to the provisions of Chapter 23.87, review and determine whether the use of the property identified by the applicant for a bingo license conforms to the intent and purpose of zone district in which said property is located with regard to permitted uses or uses authorized pursuant to a use permit and has characteristics similar to those uses identified in said zone district. The City Administrator shall determine the number of plot plans to be submitted together with the application. The Planning Commission shall make the findings required by § 23.87.040 in making any such determination. In the event the Planning Commission finds a determines that the property proposed for use for bingo requires a use permit then, and in that event, the fee paid for the use conformity review shall be credited against the fee to be charged for the use permit application.

"10.26.300. Existing Licensed Organizations.

"A licensed organization currently in possession of a valid bingo license pursuant to the provisions of Chapter 10.26 of the Placentia Municipal Code shall not be required to obtain a new license upon the effective date of the Ordinance adopting the foregoing amendments to said Chapter 10.26. Notwithstanding the foregoing, any licensed organization which desires to initiate remote caller bingo shall submit a new application and comply with all requirements of this amended Chapter 10.26."

Section 3. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment, except as specified in § 10.26.180. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

Section 4. Environmental Review. The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to § 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and § 15060(c)(3) (the activity is not a project as defined in § 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

Section 5. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 6. Severability.

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

SECTION 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED and ADOPTED this __ day of _____, 2011.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council held on the ____ day of _____, 2011 and was finally adopted at a regular meeting held on the ____ day of _____, 2011, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: AUGUST 16, 2011

SUBJECT: **FORMATION OF CITIZENS TASK FORCE**

FINANCIAL
IMPACT: N/A

SUMMARY:

A group of citizens is in the process of organizing a grassroots effort to explore the issue of forming a citywide assessment district to cover the City's costs for street tree maintenance and sidewalk repair. To help justify the anticipated use of City resources in working with this group of citizens, and to broaden community input on this important issue, it is suggested that the City form an ad-hoc Citizens Task Force comprised of the original group of citizens involved in the grassroots effort and other community members as selected by the Task Force, as well as one (1) representative from each of the four (4) City Commission/Committees as determined by the Mayor. The purpose of this action is to formally recognize and approve the formation of an ad-hoc Citizens Task Force for the purpose of evaluating and making recommendations to the City Council on the formation of a citywide assessment district.

RECOMMENDATION:

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

1. Approve the formation of an ad-hoc Citizens Task Force consisting of community members and one (1) representative from each of the four (4) City Commission/Committees as determined by the Mayor.

DISCUSSION:

The recent discussion on street tree maintenance and sidewalk repair by the City Council has inspired one resident to form a grassroots citizens committee. The stated purpose of this citizens committee is to explore the possible creation of a citywide assessment district that could be used to generate funding to off-set the cost of street tree maintenance and sidewalk repairs throughout the community.

The citizens committee is still in the process of being organized. Due to the complexity of this issue, the citizen committee is likely to have a number of questions that may necessitate technical

3b

August 16, 2011

assistance from the City and/or a professional consultant. To help justify the use of City resources in assisting the committee with this issue and to provide for broader input from the community, it is suggested that this citizen committee be formally recognized by the City and organized into a Citizens Task Force. It is further recommended that one (1) representative from each of the City's four (4) Commissions/Committees be appointed by the Mayor to serve on this Task Force. It should be noted that this Task Force will be subject to the provisions of the Brown Act and will be required to post an agenda 72 hours in advance of their meetings, allow for public comments and take minutes of the meeting.

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: AUGUST 16, 2011

SUBJECT: **Primer on Assessment Districts and Proposed Workplan**

FISCAL
IMPACT: N/A

SUMMARY:

At the City Council meeting of August 2, 2011, the Council was asked to consider the creation of a Citizens Task Force to examine the potential of forming a citywide assessment district for street tree maintenance and sidewalk repair. Prior to taking a formal action on the formation of a Citizens Task Force, the City Council requested that Staff prepare a workplan that delineates the actions that need to be taken in order to gather the information necessary to demonstrate both the "need" and "benefits" of forming a citywide assessment district.

RECOMMENDATION:

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

1. Review the proposed workplan and provide appropriate direction to Staff.

DISCUSSION:

Assessment districts are a flexible and versatile means of funding capital improvements or maintenance services within a community. The assessment charged by these districts is based on assessing those properties that directly benefit from the services rendered. To help explain what an assessment district is and how it is formed, Staff has prepared a report entitled "A Primer to Understanding Assessment Districts and How They Can Be Used to Fund Capital Improvements and Maintenance Services." A copy of this report is attached. In addition, pursuant to Council direction, Staff has also prepared a proposed workplan that outlines the various studies that will be needed to fully understand the extent of the street tree and sidewalk issue, the costs for maintenance and/or repair, and the level of assessment that would have to be charged by property category to properly fund a street tree maintenance and sidewalk repair/replacement program. The intent of the workplan is to demonstrate not only the tasks the need to be performed by outside consultants, but also to show the estimated cost for each study and the timeline to prepare the required information. Staff believes that the information obtained through these studies will be essential to the Citizens Task Force, if one is

established, as well as the City Council in gaining a better understanding of the full costs of a street tree maintenance and sidewalk repair program, the amount chargeable to each parcel to fund this program, the duration of the payments, the basis upon which the proposed assessment was calculated, and the level of community support for such an assessment.

FISCAL IMPACT:

The financial impact is based on the direction received by the City Council. If directed to proceed with the workplan, staff will obtain formal pricing for each study to be performed and if required seek subsequent Council approval at a future City Council meeting.

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. A Primer to Understanding Assessment Districts and how They can be used to Fund Capital Improvements or Maintenance Services
2. Proposed Workplan

A PRIMER TO UNDERSTANDING ASSESSMENT DISTRICTS AND HOW THEY CAN BE USED TO FUND CAPITAL IMPROVEMENTS OR MAINTENANCE SERVICES

Introduction

Assessment Districts are used by local governments to pay the costs of providing infrastructure improvements and other services to a particular community. These charges are based on the concept of assessing only those properties that directly benefit from the services or improvements financed. The assessment may be used to pay for services and improvements which confer a benefit; however, the benefit is conferred on real property and not on a person. This paper will specifically examine the use of the Landscaping and Lighting Act of 1972 to fund costs associated with landscaping, lighting and other public improvements and services in public areas.

Background

A 1972 Act Landscaping and Lighting District is a flexible tool used by local government agencies to pay for landscaping, lighting and other improvements and services in public areas. As a form of benefit assessment, it is based on the concept of assessing only those properties that benefit from improvements financed, either directly, or indirectly through increased property values. Because it is considered a benefit assessment, a 1972 Act assessment is not subject to Proposition 13 limitations.

The Landscaping and Lighting Act of 1972

This legislation (Streets & Highways §22500) allows local governmental agencies to form Landscape & Lighting Maintenance Districts for the purpose of financing the costs and expenses of landscaping and lighting public areas. This act can be used by any local agency including cities, counties, and special districts such as school districts or water districts. The many approved uses include installation and maintenance of landscaping, statues, fountains, general lighting, traffic lights, recreational and playground courts and equipment, and public restrooms. Additionally, the Act allows acquisition of land for parks and open spaces, plus the construction of community centers, municipal auditoriums or halls to be financed. Notes or bonds can be issued to finance larger improvements under the Act.

How is a Landscape Lighting District Formed?

Proposition 218 establishes a common formation and ratification procedure for all special assessment districts as defined by Section 4, Article XIII D of the California Constitution. These requirements apply to all special assessments, to the exclusion of any conflicting laws. At this writing, the various assessment district acts have not been amended to remove these conflicts and to clarify ambiguities in the application of Proposition 218. The Legislature is expected to begin considering bills for this purpose in 1997.

All assessments must be supported by a detailed engineer's report prepared by a registered professional engineer. The report must contain: the total amount of money

chargeable to the assessment district, the amount chargeable to each parcel in the district, the duration of the payments, the reason for the assessment, and the basis upon which the proposed assessment was calculated (Section 4(c), Article XIII D, California Constitution). Although not explicitly mandated by Proposition 218, the report should also include a description of the improvements or services to be financed through the special assessment, the proposed district boundaries, and a description of the special benefit which each parcel receives as a result of the assessment.

Prior to creating an assessment district, the city, county, or special district must hold a public hearing and receive approval from a majority of the affected property owners casting a ballot. All owners of property within the assessment district must be mailed a detailed notice of public hearing and a ballot with which to voice their approval or disapproval of the proposed district at least 45 days prior to the hearing (Section 4(e), Article XIII D, California Constitution). The notice must contain: the total amount of money chargeable to the assessment district, the amount chargeable to each parcel in the district, the duration of the payments, the reason for the assessment, the basis upon which the proposed assessment was calculated, and a summary of the ballot procedure, as well as the date, time, and location of the public hearing. The notice must also disclose that a majority protest will result in the assessment not being imposed.

At the hearing, the governing body of the agency must consider all protests to formation of the district. Assessment district proceedings must be abandoned if a majority of the ballots received by the conclusion of the hearing protest creation of the district. Ballots are to be weighted according to the proportional financial obligation of the affected property - the larger the financial obligation, the greater the weight that must be assigned to that property. Unlike previous law under many of the assessment district acts, the governing body cannot overrule the property owner vote. No other form of election is required. Once an assessment is created, it may be repealed or reduced by popular initiative.

How is the Annual Charge Determined?

By law (Proposition 13), benefit assessments cannot be based on the value of property. Instead, each district establishes a benefit formula and each parcel in the service area is assessed according to the benefit it receives from the services and improvements.

Special Requirements for Increased Charges

Proposition 218, called "The Right to Vote on Taxes Act", was enacted in part to counteract concerns surrounding 1972 Act Districts. Under Proposition 218, to increase an existing assessment, the agency must give written notice to all affected property owners, hold a public hearing and an assessment ballot vote. A majority vote is required to approve the rate increase. If a majority vote is not received, the increase cannot be applied.

How Long Will the Charge Continue?

Assessments that pay for ongoing services will continue as long as services are provided. However, Districts formed solely to finance major improvements (i.e. community centers) may cease levying the assessment once the bonds used to finance the project have been paid off. Or, a reduced assessment may be levied to pay for ongoing service and maintenance, if authorized during formation.

ALTERNATIVE TYPES OF DISTRICTS THAT CAN BE USED FOR STREET TREE MAINTENANCE AND SIDEWALK REPAIR

Tree Planting Act of 1931:

Cities may use the Tree Planting Act of 1931 (Streets & Highways Code §22000 *et seq.*) to levy assessments to fund the planting, maintenance or removal of trees and shrubs along city streets and to pay city employees to do this work. Assessments for maintenance are limited to a period of 5 years. These assessments are calculated on the basis of street frontage and are collected on the county property tax bill.

The Improvement Act of 1911:

The 1911 Act (Streets & Highways Code §5000 *et seq.*) is another financing mechanism used by cities, counties and other municipal governments to fund a wide range of public infrastructure projects as well as the maintenance of these improvements.

The Municipal Improvement Act of 1913:

Cities, counties, joint powers authorities and other special districts can form assessment districts under the Municipal Improvement Act of 1913 (Streets & Highways Code §10000 *et seq.*) to fund water, electrical, gas and lighting infrastructure, public transit facilities, as well as other basic infrastructure needs.

Summary

Assessment districts are used to pay the costs of providing specific park capital improvements, fire, flood, water, sewer and other community services. The assessment charged by these districts is based on assessing those properties that directly benefit from the services.

In order to form an assessment district, the City is required to give written notice to all affected property owners, conduct a public hearing and conduct an assessment ballot vote. A majority vote (50% +1) of the assessment amount of the affected property owners is required for passage. Once approved, most benefit assessments will continue as long as services are provided. A local agency can issue tax exempt bonds financed by the annual assessment proceeds. The principal and interest obligations on these bonds are repaid each year through the collection of special assessments on the property tax bill. Most of these bonds have a 20 to 30 year maturity. The bonds are sold competitively or through negotiated sale and may have a fixed or variable rate.

PROPOSED WORKPLAN

Experience has shown that the success of a proposed assessment district can largely be attributed to clear communication of the "needs" and "benefits" to the public. To that end, staff has prepared the following workplan to generate the information necessary for the City Council and community leaders to demonstrate both the need and benefits of an assessment district to the community.

ASSESSMENT DISTRICT FORMATION ANALYSIS

Action: Retain an engineering firm or consultant that specializes in assessment district formation

Objective: Complete a preliminary overall analysis of the services and maintenance to be funded, areas to be included in the assessment, develop preliminary cost and budget estimates, and a preliminary assessment methodology and rates. Provide the City Council and Citizen Task Force with a technical memorandum summarizing this analysis, and the strengths and challenges of the funding mechanism under consideration.

Description: Perform a macro-level review of a potential citywide assessment district. The task items included in the overlay evaluation consist of:

- Prepare a preliminary database of parcels within the City.
- Create a matrix and preliminary budget for the services and maintenance to be funded. Where appropriate, this matrix will include the cost, location and extent of the improvements to be maintained and the associated budget.
- Develop preliminary assessment rates and range that would provide general guidance as to the level of assessment for various property categories. The methodology would also identify areas or zones where assessment levels would need to be different in order to address special benefit considerations.
- Identify neighboring properties that would benefit from the proposed improvements, and if possible approximate the extent of their benefit.
- Identify issues related to the legislative authority to provide the various improvements (i.e. districts formed pursuant to a particular legislative Act that fund improvements not specifically authorized by that Act); and
- Proposed timelines and implementation steps will also be provided and critical events identified.

Estimated Cost: \$4,000 to \$5,000

Time to Complete: 30 to 45 days

VISUAL ASSESSMENT OF SIDEWALK CONDITIONS

- Action:** Retain an engineering firm or consultant to perform a physical inventory of sidewalks and provide an assessment of existing sidewalk conditions.
- Objective:** Complete a citywide survey of the existing sidewalk system to gather information including physical characteristics and current distress conditions.
- Description:** Conduct a block-by-block visual condition survey of all sidewalks. The task items included in the visual assessment consist of:
- Visually survey and inventory each block or segment of sidewalk throughout the community and establish a condition assessment based on established tolerances for trip hazards. Identify and document missing sidewalk areas or segments of sidewalk damaged by tree roots.
 - Create an estimated budget to replace all sections of damaged, missing or sidewalk sections with offset joints of 1" or more.
 - Identify the on-going maintenance needs and generate an estimate cost to repair sidewalks annually.

Estimated Cost: \$25,000 to \$30,000

Time to Complete: 45 to 90 days

COMMUNITY SURVEY

- Action:** Hire a consulting firm that specializes in public opinion research.
- Objective:** Conduct a survey to measure public sentiment towards the formation of a citywide assessment district as well as gauge the level of residents' satisfaction about public services and the general quality of life in the community.
- Description:** The task items included in the community survey consist of:
- Work with City Council, staff and members of the Citizens Task Force to develop a statistically valid survey tool that captures key concerns, issues and questions to seek community input on.
 - Survey a statistically significant sampling of the community to achieve a 95% confidence level.
 - Conduct data analysis of survey results using descriptive and explanatory statistical analysis.
 - Deliver the survey results and corresponding analysis of the data.

Estimated Cost: \$15,000 to \$20,000

Time to Complete: 30 to 60 days



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: AUGUST 16, 2011

SUBJECT: **SELECTION OF INFORMATION TECHNOLOGY SUPPORT SERVICES**

FINANCIAL

IMPACT:

EXPENSE: NOT TO EXCEED \$92,250

BUDGETED: \$147,000.00 ACCOUNT NUMBER 422023-6290

SUMMARY:

At the August 2, 2011 City Council Meeting, Council directed Staff to clarify information received from one of the companies that had submitted a proposal in response to the City's Information Technology (IT) Support Services Request For Proposals (RFP). This staff report details the additional information received from that company.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Synoptek, Inc. to provide IT Support Services for the remainder of Fiscal Year 2011-12 and Fiscal Year 2012-13 with a one (1) year extension option, at an estimated annual cost of \$88,800; and
2. Approve a 30 day extension of contract with City of BreaIT Solutions, in an amount not to exceed \$3,450, for transition services.

DISCUSSION:

At the August 2, 2011 City Council Meeting, City Council directed Staff to clarify pricing information received from Synoptek, Inc., the second ranked proposer for IT services. Staff met with representatives from Synoptek Inc. on August 8, 2011. At that meeting Synoptek, Inc. clarified their price and changed their pricing structure from a graduated rate scale based on the level and qualifications of the person providing the service to a flat hourly rate. The proposed rate is \$75 per hour for General IT services, and \$125 an hour for Leadership IT services.

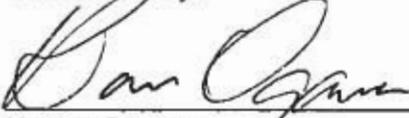
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August 16, 2011

To keep the integrity of the RFP process, the City's IT Consultant contacted representatives from BreaIT Solutions who Staff had initially recommended to the Council based on their experience and flat rate structure. BreaIT Solutions has submitted a revised hourly rate for General IT services at \$86.25 per hour, with no hourly charge for Leadership IT services. Based on the revised pricing proposal from Synoptek, Inc. provides the lowest hourly rate and will save the City approximately \$400 per month or \$4,800 annually at 80 hours a month of service.

Should the City Council select Synoptek, Inc., IT Consultant is recommending approximately 40 hours in transition time be arranged. BreaIT Solutions has agreed to provide assistance at the hourly rate of \$86.25, which will require an extension of their existing agreement for an additional 30 days.

Submitted by:



Karen Ogawa
Director of Finance

Reviewed and Approved by:



Troy Butzlaff, ICMA-CM
City Administrator

Attachments: Professional Services Agreement (Synoptek, Inc.)

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of August, 20 11, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and Synoptek, Inc., a C Corporation, (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to providing Information Technology Support Services to the City of Placentia for the remainder of Fiscal Year 2011-2012 and Fiscal Year 2012-2013 with a one (1) year extension option ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Project: To provide Information Technology support services for the City of Placentia as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) Completion of Project: The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$ 88,800 annually for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be

paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".

(c) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B." Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT

shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

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

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Timothy J. Britt, CEO
Synoptek, Inc.
19520 Jamboree Road, Suite 230
Irvine, CA 92612

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

(c) In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnitees”), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) **General Indemnification Provisions.** CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) **Legal Requirements.** CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) **Undue Influence.** CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer,

official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) **No Benefit to Employees.** No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated

penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

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

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

18. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

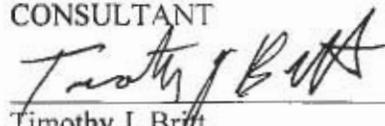
19. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT



Timothy J. Britt
CEO

Troy L. Butzlaff, ICMA-CM
City Administrator

CITY

Mayor

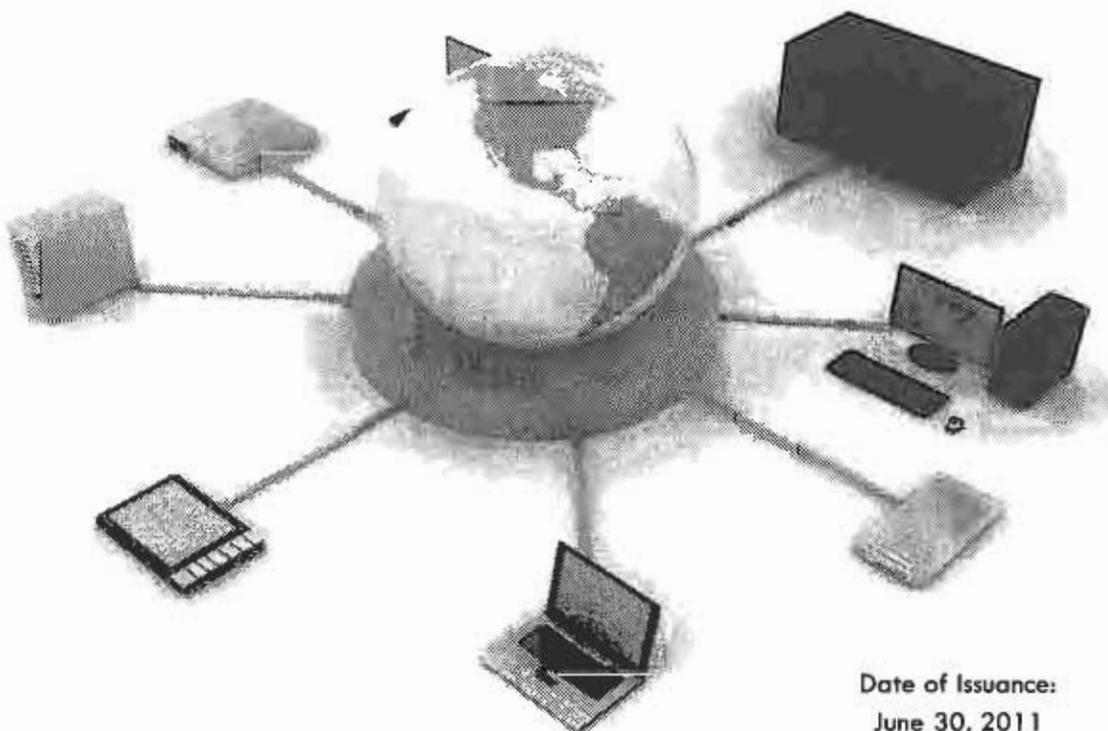
ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney



STATEMENT OF QUALIFICATIONS/REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY



Date of Issuance:
June 30, 2011

City of Placentia

STATEMENT OF QUALIFICATIONS/REQUEST FOR PROPOSALS

TABLE OF CONTENTS

I.	INTRODUCTION	3
	A. General Information	3
II.	NATURE OF SERVICES REQUIRED	4
	A. General	4
	B. Scope of Work to be Performed	4
III.	SCOPE OF TECHNICAL SERVICES	6
	A. Regular IT Support	6
	B. Additional IT Support	7
IV.	GENERAL CONDITIONS	7
	A. Inquiries	7
	B. Proposal Requirements	8
	C. Proposal Deadline	9
	D. Exceptions to Proposed Terms and Conditions	9
	E. Miscellaneous Conditions	9
V.	TERM	10
VI.	SELECTION CRITERIA	10
VII.	TENTATIVE TIMELINE	11

CITY OF PLACENTIA

Statement of Qualifications/Request for Proposals for Information Technology Support Services

I. INTRODUCTION

The City of Placentia serves an area of 7.2 square miles with a population of approximately 51,000. The City operates and maintains a full range of municipal services. The City contracts fire services from the Orange County Fire Authority. The City has approximately 115 authorized staff positions. The City is organized into six (6) departments and agencies.

A. General Information

The City of Placentia ("Placentia" or "City") hereby requests proposals from qualified information technology consultants to provide information technology support for the City of Placentia's computer network including but is not limited to: provide on-going maintenance and support of the City's local area network; conduct quarterly integrity tests of each computer system to measure performance and to detect problems before they occur; perform hardware/software installation as directed; respond to service requests and perform complex diagnostic procedures to detect hardware and/or software problems; provide solutions to computer problems and replace defective parts as directed. In addition, the City may require Consultant to perform other duties or services as indicated in the Consultant Services Agreement and any subsequent contractual arrangement between the City and the selected Consultant. The selected Consultant is to commence on September 1, 2011 ending on June 30, 2013 with the option for a one year extension. The City's technology operations and capital outlay budget for Fiscal Year 2011-2012 is approximately \$620,000. The successful consultant shall have the knowledge, expertise, staff, and availability to provide comprehensive technical computer and network support in a public sector environment.

There is no express or implied obligation for Placentia to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

To be considered, an original and five (5) copies of a proposal must be received at Placentia City Hall, 401 E. Chapman Avenue, Placentia, CA 92870 **not later than 3:00 p.m. on July 18, 2011**. Proposals submitted will be evaluated by a

Selection Committee, consisting of individuals from the City staff and IT consultant.

During the evaluation process, the Selection Committee and the City reserve the right, where it may serve the City's best interests, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal, regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the proposing consultant of the conditions contained in this request for qualifications, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the consultant selected. The City has a standard two-party agreement, a copy of which is attached and any objections to the form of agreement must be specifically noted in the proposal. ***Please note the insurance requirements and the employee employment verification in the specified form of agreement.***

It is anticipated the selection of a firm will be completed by August 3, 2011. Following City Council approval and the notification of the selected firm, it is expected a final contract will be executed between both parties by August 31, 2011. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Placentia is soliciting the services of qualified consultant to provide information technology support for the City of Placentia's computer and network system. The City has approximately 175 to 200 users (full-time and part-time).

B. Scope of Work to be Performed

The City places a high priority on consistent and comprehensive maintenance of the City's servers and computers.

Consultant shall be able to provide, each month, a minimum of 104 hours and not to exceed 150 hours of information technology support to the City of Placentia, Monday through Thursday, from 7:30 a.m. to 6:00 p.m.,

excluding holidays. In addition to minimum onsite support hours, consultant shall provide telephone support and off-hours requests.

City of Placentia operates a traditional client/server environment. It is anticipated that we are adding a new VOIP system in the upcoming fiscal year that requires support. The current traditional client/server environment consists of the following:

- ❖ 21 servers using Windows Server 2000, 2003, 2008R2 Operating Systems
- ❖ Approximately 140 PC's using Windows XP, Windows 7
- ❖ Microsoft Office 2002, 2003, 2007, 2010
- ❖ Microsoft Exchange 2003 SP2/Exchange 2010
- ❖ Blackberry Server
- ❖ Symantec Backup Exec
- ❖ Eset Nod32 Business
- ❖ Sonicwall and Watchguard Firewalls
- ❖ Cisco Routers
- ❖ Dell Switches
- ❖ Sharp and Oce network copiers
- ❖ Various Models of HP Printers
- ❖ VPN

In addition, the City has several technical applications that utilize special hardware and/or software systems with unique connectivity issues:

Police

- ❖ TMS
- ❖ PSSI CAD
- ❖ PSSI RMS
- ❖ ELETE
- ❖ Livescan
- ❖ Copware
- ❖ Crossroads
- ❖ Audiologger
- ❖ License Plate Reader (LPR)
- ❖ Integrated Law and Justice (Coplink, In-Time, Electronic Subpoena System)
- ❖ Trackers Bar Coding System

Finance

- ❖ Sungard Bitech Financial System
- ❖ HDL Property and Sales Tax
- ❖ Knowles-McNiff Business License (SQL Based)

City Clerk

- ❖ Granicus

Community Services

- ❖ Active Network's Class software (SQL Based)

Citywide

- ❖ Laserfiche (SQL Based)

III. SCOPE OF TECHNICAL SERVICES

- A. "Regular IT Support" shall include, but not be limited to the following:
1. Help Desk Support (including any off-site computers and Police mobile data computers)
 - ❖ Software related issues (Application Support)
 - ❖ Hardware related issues (Servers/Workstations/Mobile Data Computers)
 2. Network Administration
 - ❖ Network Access
 - ❖ Network Printing
 - ❖ Network Resource Access
 - ❖ Email Administration
 - ❖ Documentation
 - ❖ Server Maintenance
 - ❖ Firewall Administration Support
 3. Perform System Upgrades/Updates
 4. Filtering/Protection
 - ❖ Virus Protection Administration
 - ❖ SPAM Filtering Administration
 - ❖ Mailfoundry
 - ❖ GFI Mail Services
 5. Administer the City's computer backup system
 6. Resolve any issues with City's IT infrastructure
 7. Answer IT related questions from City staff
 8. Work with other IT consultants/vendors to resolve issues with software and hardware and for the implementation of City's IT projects
 9. Attend meetings when requested by City staff
 - a. Participate in bi-weekly ticket reviews to review outstanding technology related issues
 10. Provide City with recommendations on how to improve IT infrastructure, use technology to automate processes, and implement new technology
 11. Provide access to a ticketing system to enable the vendor and City access to status information on their requests
 12. Participate in City's budget process when requested
 13. Provide City with quotes from other vendors for IT purchases when

requested

- B. "Additional IT Support": IT support hours above 104 hours per month (Regular IT Support) shall be considered "Additional IT Support". Consultant shall quote an hourly rate for all hours above Regular IT Support.
1. Service Level Requirements
 - a. Server Down Response
 - i. When a server is down, consulting staff will be responsive to the need within two (2) hours and be onsite within four (4) hours, if required
 - b. Workstation Down Response
 - i. When a workstation is unresponsive and unusable to an end-user, the vendor will assist to fix the host within four (4) hours
 2. Monitoring Services
 - a. The consultant will enable tools to monitor the health of servers and workstations to provide proactive response to maintenance and support matters that arise, including 24-7 alerting on those monitors to ensure after hour response to problems detected by the monitoring tools.

IV. GENERAL CONDITIONS

- A. Inquiries
1. **EVALUATIONS OF PROPOSALS AND AWARD OF CONTRACT(S):** This solicitation has been developed in the Request for Proposal (RFP) format. Accordingly, Proposers should take note that multiple factors will be considered by the City in awarding the Contract(s). **PRICE ALONE WILL NOT BE THE SOLE DETERMINING FACTOR.**
 2. **PROPOSALS TO REMAIN OPEN:** The Proposer shall guarantee the pricing offered for a period of 90 calendar days from the due date of proposals. The receiving time in City Hall will be the governing time for acceptability of Proposals. Fax or e-mail proposals will not be accepted.
 3. **PROPOSER REGISTRATION:** If you are interested in submitting a proposal it is **IMPERATIVE** that you contact Maggie Le via (mle@placentia.org) or by fax (714) 961-0283) to officially register as a Proposer for this specific project with your company name, address, phone, fax, contact person and email address. Failure to officially register may result in not receiving addenda to the RFP. Failure to acknowledge addenda to the RFP may render your proposal as non-responsive.
 4. **INQUIRIES:** Any questions technical or otherwise, pertaining to this RFP must be submitted in writing and directed to:

Attn: Maggie Le, Management Analyst
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
mle@placentia.org

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of Addenda e-mailed to all parties expressing interest in such. **The deadline for all questions is July 7, 2011 at 4:00 p.m.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect. Responses to questions will be available and distributed via e-mail no later July 12, 2011. Any parties interested in receiving answers to questions shall submit their interest in such and a desired contract e-mail address to _____.

B. Proposal Requirements

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain the information specified below:

1. Title Page: Title page showing the request for qualifications subject; the consultant's name; the name, address and telephone number of the contact person; and the date of the proposal
2. Table of Contents
3. Transmittal Letter: A letter of transmittal signed by an individual authorized to bind the proposer, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the consultant believes itself to be best qualified to perform the engagement and a statement that the proposal is a consultant and irrevocable offer for 2011-2013.
4. The scope of services to be offered and the company's approach to the information provided
5. Experience and history of the company in providing information technology support services
6. Brief company profile
7. Description of the professional qualifications of the principals and specialist/technician assigned specifically to the City of Placentia
8. Indicate number of staff available to provide services to the City of Placentia
9. List of office locations and sample brochures and other promotional materials
10. References: Provide a list of public agencies with which presently or

previously contracted or utilized the consultant's services (preferably municipalities in one or more of the following counties: Los Angeles, Orange, Riverside, or San Bernardino County) within the last five years

11. Background check clearance for all IT personnel to fulfill Department of Justice requirements/emphasize on the background check process
12. Any other information which should be considered
13. Separate sealed cost proposal

C. Proposal Deadline

All responses must be received by the City of Placentia at the address below **no later than 3:00 p.m. (Local Time), Monday, July 18, 2011**. Late responses will not be accepted. Proposals may not be submitted electronically or via facsimile transmission.

Submit responses to:
City of Placentia
Attn: FINANCE DEPARTMENT
401 E. Chapman Avenue
Placentia, CA 92870

D. Exceptions to Proposed Terms and Conditions

Describe in detail any exceptions to the RFP or the proposed terms. The City shall reserve the right to determine if the exception is reasonable. The City reserves the right to reject, during the negotiation process, any issues not identified in the Proposal.

E. Miscellaneous Conditions

From the issue date of this solicitation until a firm is selected and the selection is announced, the firm's are not allowed to communicate for any reason with any City Staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.

The City is not liable for any costs or expenses incurred in the preparation of a response to this RFP and may withdraw or modify this request at any time. The selected Consultant will be required to enter into a Consultant Services Agreement with the City of Placentia which includes the City's standard Terms and Conditions including insurance requirements (Exhibit A).

Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date specified above. Following the Proposal Due Date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.

The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.

V. TERM

The term of the agreement shall begin on September 1, 2011, and shall end on June 30, 2013. The initial term of the agreement will be one (1) year and nine months with the option for a one (1) year extension. Either party may terminate this agreement upon 90 days written notice, with or without cause.

At least 60 days prior to the termination of the agreement, the consultant shall bring forward to the City a proposal to extend the agreement. The City shall act on the proposal and, if acceptable, continue under the agreed terms after June 30, 2013. Should the City choose to discontinue the agreement, it will provide a minimum of 30 days written notice.

VI. SELECTION CRITERIA

Each proposal will be reviewed to ensure that the firm submitted a transmittal/cover letter, narrative proposal that is responsive to the City's requirements as set forth herein, and a separately packaged cost proposal. Failure to meet these requirements may be cause for rejection of a proposal. An evaluation committee will review all proposals received and determine a ranking. Additionally, the committee may, in its sole discretion and in the course of its evaluation, request presentations/demonstrations with one or more selected firms.

The City shall select a Consultant for this project based on a combination of factors, such as: responsiveness and comprehensiveness of the proposal with respect to this Request for Proposals (RFP); technical background and experience, previous work performed for other public agencies; approach to this particular project; information obtained from references; and Consultant's proposed cost to perform the scope of services indicated above.

The City reserves the right to reject any proposal and may elect to make a decision without further discussion or negotiation. This solicitation for Proposals is not to be construed as a contract of any kind.

VII. TENTATIVE TIMELINE

The following dates are tentative with the goal of retaining an information technology consultant by September 1, 2011.

- ❖ **June 30, 2011:** Release of Statement of Qualifications/Request for Proposals
- ❖ **July 7, 2011:** Deadline for all questions
- ❖ **July 12, 2011:** Distribution of responses to questions
- ❖ **July 18, 2011:** Deadline for submission of proposals
- ❖ **July 19, 2011:** Committee Reviews
- ❖ **August 2, 2011:** City Council consideration of recommendation
- ❖ **September 1, 2011:** Consultant commences services

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this _____ day of _____, 20____, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and _____ [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] (hereinafter referred to as "CONSULTANT").

A. Recitals.

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of _____ ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

(iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Administrator: The City Administrator of CITY or his or her designee.

(b) Project: The preparation of _____ as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

(c) **Services:** Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(d) **Completion of Project:** The date of completion of all phases of the Project, including any and all maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents regarding the final approval of the Project as set forth in Schedule of Performance in Exhibit "A" hereto.

2. CONSULTANT Services: (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) To pay CONSULTANT a maximum sum of \$ _____ for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be

paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibits "A" and "B".

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, acceptable in form and content to CITY. Final payment shall be made not later than 60 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "B" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "B." Any additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from CITY files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement.

Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to the CITY pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT'S failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT'S control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and

without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870-6101 Attention: City Administrator
To Consultant:	_____ _____ _____ _____

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "C," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

(c) In addition to the requirements of Exhibit "C," and prior to commencing work on the Project, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement.”

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees (“Indemnitees”), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys’ fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT’s services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, including but not limited to the extent same are caused or contributed to in whole or in part whether actual or threatened which relate to or arise out of any act, omission, occurrence, condition, event, transaction, or thing which was done, occurred, or omitted to be done (“Claims”), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of the design at a location other than that specified in Exhibit “A” without the written consent of CONSULTANT.

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or

entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, this failure shall be a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) Obligation to Defend. It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorneys' fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the CITY and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

[The following paragraph used only when contract is related to construction.]

(e) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of CITY under any provision of this Agreement, including CONSULTANT's obligation/or duty to defend against Claims, CONSULTANT shall not be required to indemnify CITY for liability attributable to the negligence of CITY, provided such negligence is determined by agreement between the parties or by the final judgment of a court of competent jurisdiction. In instances where CITY is shown to have been negligent and where CITY's negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the negligence of CITY.

11. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, nor any monies due hereunder, by CONSULTANT without the prior written consent of CITY.

[Optional provision if Agreement for specialized services.]

Because of the personal nature of the services to be rendered pursuant to this Agreement, only _____ shall perform the services described in this Agreement. _____ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT

shall provide CITY fourteen (14) days' notice prior to the departure of _____ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) Legal Requirements. CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. CONSULTANT shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) Non-liability of City Officers and Employees. No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) Undue Influence. CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) No Benefit to Employees. No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

(e) Nondiscrimination. In connection with its performance under this

Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use those funds to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]

(c) CONSULTANT covenants that neither CONSULTANT nor any officer or principal of CONSULTANT have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of CONSULTANT's services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT as an officer, employee, agent, or subconsultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this Agreement.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of _____ dollars (\$) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. Independent Contractor: The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000)

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

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

CONSULTANT/CONTRACTOR EXCEPTION:

Notwithstanding the foregoing, the City Council reserves the right to consider an alternative procedure to E-Verify if a program of equal or greater effectiveness is presented for consideration by a Consultant/Contractor. Any such alternative procedure shall be considered on a case-by-case basis.

19. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California.

20. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

21. Authority to Execute: The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to

execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

22. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

CITY

Mayor

ATTEST: _____
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney



Pricing Clarification Certification



August 9, 2011

Presented for
City of Placentia

Submitted by:
Synoptek
10000 Scribble
Suite 230
San Diego, CA 92161

10000 Scribble office
San Diego, CA 92161

Submitted by:
City of Placentia
10000 Scribble
San Diego, CA 92161

Table of Contents

Original Intention of Proposal..... 2

 Synoptek’s Proposal2

Points of Clarification Based on Discussions with City of Placentia 2

 Scope of Technology Support Services.....2

 Technology Support Fees3

 Minimum Support Hours3

 IT Leadership Services.....3

 Remote Support Services3

 After-Hour Support.....3

 System Documentation.....3

Revised Cost Estimates Based On Clarified Requirements and Pricing 4

 Synoptek’s Proposal4

Original Intention of Proposal

Synoptek’s original proposal was intended to provide access to an enterprise caliber IT department capable of delivering high service levels cost effectively at a predictable monthly price. This document is intended to provide clarification on our proposal and respond to some additional changes that are being requested by Placentia to enable an “apples to apples” comparison of the proposals submitted. The City of Placentia requested a minimum of 104 hours and not to exceed of 150 hours of support per month.

Synoptek’s Proposal

Synoptek proposed providing 8 hours per month of IT leadership and planning services combined with 96 – 142 hours of IT support services. The IT support services included 80 hours of onsite scheduled services, additional onsite services as needed and the remaining hours were assumed to be provided on a remote support basis. The following table illustrates the monthly costs of our proposal based on the range of hours requested by The City of Placentia:

	Blended Rate	Low Hours	Low Monthly Cost	High Hours	High Monthly Cost
IT Leadership Services	\$ 125	8	\$ 1,000	8	\$ 1,000
Blended Support Services	\$ 75	96	\$ 7,200	142	\$ 10,650
Total:			\$ 8,200		\$ 11,650

Points of Clarification Based on Discussions with City of Placentia

The City of Placentia raised several questions regarding our proposal that have been clarified in subsequent discussions regarding both the RFP and our proposal including the following. In addition, we discussed several changes to the original RFP request (e.g. reduced the minimum number of hours).

Scope of Technology Support Services

Synoptek (Contractor) will provide general technology support and management services, including but not limited to: desktop support, server support, monitoring, patching, software upgrades, project management, inventory management, new software/server/network system implementations, user training, technology vendor management, network security and monitoring, server monitoring, end-user host monitoring, telephone system support and changes, network access and user account management, proprietary system support on police department systems, support for GIS applications, finance applications and other city managed computer systems. Support will also include environmental systems and controls including battery backups and power management, heat management systems and other data center related services. Contractor will support both systems at City Hall and all other systems related to the City’s technology network, including remote site locations where City employees work. Technology support may apply to systems unnamed here but which connect to or otherwise operate related to the City’s computer systems and network infrastructure. Contractor will also cooperate with other City technology vendors where required to deliver quality services to all City staff.

If the Contractor is not familiar with a proprietary technology application used by the City, the Contractor will participate in training provided by the provider of the proprietary technology application to learn the systems at their own cost. Application requiring this training shall be mutually identified by the City and contractor.

Technology Support Fees

The fee for services related to technology support shall be calculated on a time and materials basis on 15 minute increments at a rate of \$75 per hour. The City estimates that the minimum number of scheduled hours required to maintain their systems is 94 hours. The City has an option to change the required number of minimum hours as specified in the professional services agreement (10 days notice). The Contractor (Synoptek) must provide technology support services up to 150 hours a month at the \$75 per hour rate. All technology resources of the Contractor, with the exception of Technology Leadership resources, are available to the City at the blended \$75 per hour rate.

At the City's discretion, it may request the replacement of a Contractor provided onsite resource. The majority of our support will be provided by Synoptek's onsite resources, however, Synoptek will leverage their full breadth and depth of resources to best support The City of Placentia's IT at this same mixed rate.

Minimum Support Hours

The original RFP requested a minimum of 104 hours. Upon further review, The City of Placentia estimates that they will only require a minimum level of 80 hours of support. Synoptek agreed to reducing the minimum level of support without changing the hourly blended rate. Future changes to the minimum support levels can be made but will be agreed upon to best meet the needs of the city.

IT Leadership Services

Synoptek has included up to 4 hours of Technology Leadership Services. Technology leadership services shall consist of IT governance participation and senior City management team involvement to aid in mapping out long term technology strategies and to evaluate future technology platforms and services. Additional guidance may include account review and ticket review, project status briefings and results of analyzing City systems to determine areas of efficiency improvement. At its option, the City may elect to have additional Technology Leadership services provided by the Contractor. Additional Technology leadership services are available at \$125 per hour.

Remote Support Services

The City of Placentia has expressed an opinion that it prefers onsite support over remote support. Synoptek can adjust its proposal to include the required number of hours onsite without changing the blended hourly rate. From time to time, remote support may provide faster more beneficial service to the City's staff. During normal City Hall operating hours (i.e. Monday – Thursday 7:30 AM to 6:00 PM), any calls for remote service will not be charged. Remote support during City Hall Hours is expected to be infrequent due to the significant onsite support.

After-Hour Support

To the extent that support is required on computer systems or servers or the Contractor responds to an emergency situations outside of normal operating hours for City Hall, the bill rate will remain \$75 per hour in 15 minute increments, so long as the aggregate billing for hours that month remains below 150 hours.

System Documentation

At the Contractor's sole cost and time, at the start of the engagement, the Contractor will thoroughly document all network systems, software applications, hardware and key IT processes of the City. This summary documentation will be provided to



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/10/2011

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

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

PRODUCER Allegis Casualty 1211 W. Myrtle, Suite 104 Boise ID 83702		CONTACT NAME: Trent Nate PHONE (Alt. No. Ext): (208) 336-6099 E-MAIL ADDRESS: trent.nate@allegisbenefitsgroup.com PRODUCER CUSTOMER ID#: 00001206		FAX (A/C. No): (208) 639-5219
INSURED Synoptek Network Support & Solutions Group Inc. 348 W Parkcenter Blvd Suite 200 Boise ID 83706		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL1151600006 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		47SBAZP8441	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY	X		47UECJ9501	5/1/2011	5/1/2012	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
A	UMBRELLA LIAB	X		47SBAZP8441	5/1/2011	5/1/2012	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE \$ 5,000,000 \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			47WECLJ4470	5/1/2011	5/1/2012	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000	
A	WORKERS COMP	NA		47WECLJ3069	4/1/2011	8/16/2012	EA ACCIDENT/EMPLOYEE	\$ 1,000,000
							DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder is added as an Additional Insured as their interest may appear.

CERTIFICATE HOLDER City of Placentia Attention: City Administrator 401 E. Chapman Ave. Placentia, CA 92870-6101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Savana Buetow/SAVANA
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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: AUGUST 16, 2011

SUBJECT: APPROVE RESOLUTION AUTHORIZING THE PREPARATION OF A PROCEDURE FOR PRE-QUALIFICATION OF CONTRACTORS.

FISCAL
IMPACT: NONE

SUMMARY:

The recently completed Pavement Management Program Final Report (2011) documented the urgent need for improving pavement conditions throughout the City. Funds have been appropriated in the City's Capital Improvement Program (CIP) and sealed bids will be required for hiring contractors to complete specific projects. This action will authorize staff to develop and implement a pre-qualification process for establishing a list of qualified bidders who will then be eligible to bid on any street improvement projects for a period of one calendar year.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Adopt Resolution R-2011- XX authorizing and directing staff to prepare a procedure for pre-qualification of contractors seeking to bid on specified public works projects.

DISCUSSION:

Recent projects undertaken by the Public Works Department indicate with a high degree of probability that substantial benefits to the community could be obtained by pre-qualifying potential bidders under a more rigorous qualification process than the standard requirements. Potential benefits include project completion in a more timely manner, higher quality of finished work, less disruption to affected residents and businesses, and lower overall costs.

In 1999, the California Legislature enacted Assembly Bill 574 that allows public agencies to require licensed contractors that wish to bid for public works jobs to "pre-qualify" for the right to bid on a specific public works project, or on public works projects undertaken by a public agency during a specified period of time. California Public Contracts Code § 20101, which was enacted as part of Assembly Bill 574 applies to all cities, counties, and special districts. The law does not

4a

August 16, 2011

Pre-Qualification Process For Eligible Bidders

August 2, 2011

Page 2 of 2

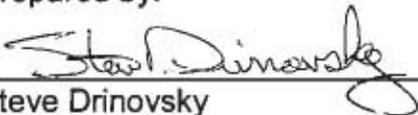
require any public agency to adopt a pre-qualification system. Instead, it authorizes every public agency to adopt a pre-qualification system, and describes certain requirements that must be met if a public agency chooses to adopt such a system. There are numerous benefits in using a pre-qualification process for contractors bidding on specified public projects. Specifically, a pre-qualification process enables contractors, who may be insufficiently qualified on their own, to avoid the expense of bidding or to form a joint venture, which may give a better chance of success. The assurance that competitors which lack the necessary qualifications will be excluded from bidding can serve to encourage leading contractors or suppliers to bid. The better qualified firms may also price their bids more competitively with the knowledge that they will only be competing with other qualified bidders meeting realistic minimum competence criteria. Moreover a pre-qualification process generally reduces the amount of work and time involved in evaluating bids from unqualified contractors and significantly reduces, if not eliminates, problems associated with low prices submitted by bidders of doubtful capability.

Pursuant to the provisions of California Public Contracts Code § 20101, the California Department of Industrial Relations, in cooperation with State and local agencies, contractor and employee associations has drafted a model process for pre-qualification of contractors seeking to bid on public works projects. This model process is attached for review. If approved, staff will adhere to this comprehensive model process with slight modifications to incorporate items relevant to City projects and City policies related thereto, including, but not limited to, procedures for certification of employment (e.g. E-Verify).

FISCAL IMPACT:

No direct fiscal impact

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

1. RESOLUTION NO. R-2011- XX
2. Model Pre-Qualification Process

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING AND DIRECTING STAFF TO PREPARE A PROCEDURE FOR PRE-QUALIFICATION OF CONTRACTORS SEEKING TO BID ON SPECIFIED PUBLIC WORKS PROJECTS.

A. Recitals.

(i). Pursuant to the provisions of California Public Contracts Code § 20101, the California Department of Industrial Relations, in cooperation with public agencies, contractor and employee associations and State agencies has drafted a model process for pre-qualification of contractors seeking to bid on public works projects.

(ii). The City of Placentia is planning to seek bids for multiple projects for improving streets and related infrastructure.

(iii). In order to facilitate the bid process, and to ensure that only qualified contractors submit bids therefor, the City Council desires to implement the provisions of California Public Contracts Code § 20101.

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

B. Resolution.

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

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

2. The City Council hereby adopts, by reference, the model process set forth pursuant to California Public Contracts Code § 20101 for pre-qualification of contractors for street improvement projects for the 2011-12 Fiscal Year.

3. The City Administrator or his or her designee shall modify the model pre-qualification process to incorporate items relevant to City of Placentia projects and City policies related thereto, including, but not limited to, procedures for certification of employment status.

PASSED, ADOPTED AND APPROVED this 16th day of August,
2011.

SCOTT W. NELSON, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 7th day of June, 2011, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

PATRICK J. MELIA,
CITY CLERK

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
CITY ATTORNEY

**PRE-QUALIFICATION OF CONTRACTORS
SEEKING TO BID ON PUBLIC WORKS
PROJECTS:**

*The 1999 State Legislation and the
Model Forms Created by the
Department of Industrial Relations*



TABLE OF CONTENTS

	PAGE
INTRODUCTION AND OVERVIEW OF THE 1999 LAW AND ITS APPLICATION	1
I. Important Provisions Of The 1999 Law.....	2
II. Role of the Department of Industrial Relations.....	2
III. An Overview Of The Documents In This Package.....	3
IV. Appeal Procedure	4
V. Application Of The Public Records Act.....	5
VI. What Are The Law's Provisions Regarding Prequalification Of Subcontractors.....	5
MODEL PRE-QUALIFICATION QUESTIONNAIRE.....	6
Contact Information	7
Part I: Essential Requirements for Qualification	8
Part II: Organization, History, Organizational Performance, Compliance with Civil and Criminal Laws	10
A. Current Organization And Structure Of The Business	10
B. History of The Business And Organizational Performance	11
C. Compliance With Occupational Safety And Health Laws And With Other Labor Legislation Safety	16
Part III. Recent Construction Projects Completed	19
A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS.....	21
MODEL INTERVIEW QUESTIONS.....	35
INSTRUCTIONS FOR PUBLIC AGENCIES RE: INTERVIEW QUESTIONS.....	38
REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING WITH FORTHCOMING PUBLIC WORK BID.....	41
ANNOUNCEMENT OF PRE-QUALIFICATION PROCEDURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION	45
SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS.....	49

**INTRODUCTION AND
OVERVIEW OF THE 1999 LAW
AND ITS APPLICATION**

I. IMPORTANT PROVISIONS OF THE 1999 LAW

In 1999, the Legislature enacted a law that allows many public agencies to require licensed contractors that wish to bid for public works jobs to “pre-qualify” for the right to bid on a specific public works project, or on public works project undertaken by a public agency during a specified period of time. Public Contract Code section 20101 has the relevant provisions; it was enacted as part of Assembly Bill 574.

The law applies to all cities, counties, and special districts but does not apply to K-12 school districts (which have similar authority to create pre-qualification procedures, described in Public Contract Code section 20111.5, which was enacted in 1997).¹

The law does not require any public agency to adopt a pre-qualification system. Instead, it authorizes every public agency to adopt a pre-qualification system, and describes certain requirements that must be met (described below), if a public agency chooses to adopt such a system.

In fact, the 1999 law allows a public agency to establish two different kinds of pre-qualification procedures for public works projects. The law allows a public agency to establish a pre-qualification procedure linked to a single project (Section 20101[d]). Or, the public agency may adopt a procedure by which a contractor may qualify to bid on projects which are put out for bid by that agency for a period of one year after the date of initial pre-qualification. (Section 20101[c]).

The law requires every public agency that creates either kind of pre-qualification procedure to:

(1) use a “standardized questionnaire and financial statement in a form specified by the public entity”(Section 20101[a]);

(2) adopt and apply a uniform system of rating bidders on objective criteria, on the basis of the completed questionnaires and financial statements (Section 20101[b]);

(3) create an appeal procedure, by which a contractor that is denied pre-qualification may seek a reversal of that determination. (Section 20101[d]).

II. ROLE OF THE DEPARTMENT OF INDUSTRIAL RELATIONS

AB 574 required the Department of Industrial Relations (DIR) to “develop model guidelines for rating bidders, and draft the standardized questionnaire.” It required DIR to “consult with affected public agencies, cities and counties, the construction industry, the surety industry, and other interested parties.”

¹ Community College Districts also have specific authority to carry out prequalification procedures, in Public Contract Code section 20651.5, enacted in 1998. Community College Districts may also be covered by AB 574, since they are not specifically exempted.

From January through October 2000, DIR held a series of meetings in Sacramento with representatives of public agencies and other interested parties. Each meeting was attended by more than 25 representatives of interested parties. All told, more than 60 people participated in at least one such meeting, and most representatives participated in more than one. Contractors, public agencies both large and small, and associations of each were well represented throughout the series of meetings. DIR's initial draft of a questionnaire was revised after each meeting, and each revised draft was discussed at the next meeting, leading to additional revisions. Eventually, there was widespread consensus that the model questionnaire provided in this package offers a system of rating bidders based on objective criteria, and a useful and appropriate series of questions.

In addition, DIR, in compliance with the 1999 legislation, created model guidelines for rating bidders. The model rating system also is included in this package.

III. AN OVERVIEW OF THE DOCUMENTS IN THIS PACKAGE

Included in this package are:

1. A model questionnaire to be sent to contractors. The questionnaire includes spaces for answers to be provided by the contractors, with the forms to be returned to the public agency.² As required by the legislation, the information provided to the public agency by the contractors, other than the names, addresses and contractor license numbers of the contractors applying – is to be kept confidential

2. A model scoring system, for rating the answers given by the contractors and by the references. Note: the documents provided here by DIR are designed to collect the information that a public agency will need to carry out a pre-qualification procedure, and the DIR has proposed a rating system. Each public agency, however, is free to devise its own “uniform system of rating prospective bidders . . . based on objective criteria.” That is, each public agency may determine its own scoring system and its own passing scores for different portions of the questionnaire and for the interviews.

3. A model series of questions to be used by representatives of the public agency when interviewing persons who are identified by contractors as their “references” – owners of projects that have been completed by each contractor in the recent past.

4. DIR's suggestions for procedures to be used for conducting the reference interviews.

5. Two alternative forms: model announcements of pre-qualification procedures. Each is a summary and explanation of the pre-qualification procedure, prepared primarily for licensed contractors, although available for the general public as well. There are two slightly different versions of this document: one explains the pre-qualification procedure linked to a single project,³

² The documents included in this package can be found at the Department of Industrial Relations web site, www.dir.ca.gov. Click on “Data bases.”

³ The explanation included in this document assumes that the prequalification procedure is taking place after the RFP or project announcement is published. A public agency may choose, instead, to have the prequalification

while the other explains the procedure of pre-qualification valid for a year and for more than one project.

6. A list of sources of information that may be used by a public agency to verify the accuracy of many of the answers given by the contractors to the questions on the questionnaire.⁴

IV. APPEAL PROCEDURE

Section 20101(d) requires every public agency that requires prospective bidders to prequalify pursuant to this law to establish “a process that will allow prospective bidders to dispute their proposed prequalification rating prior to the closing time for receipt of bids.” The appeal process must include written notification by the public agency of the basis for the prospective bidder’s disqualification “and any supporting evidence that has been received from others or adduced as a result of an investigation by the public entity.” (section 20101[d][1]). The prospective bidder must be given an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the public entity as to why the prospective bidder should be found qualified.” (section 20101[d][2]). The law does not describe the appeal procedure in any additional detail; each public agency is free to adopt its own procedures, as long as the statutory requirements are met. As an example, while Part I of the model questionnaire includes nine “Essential Requirements for Qualification,” a public agency may choose to allow contractors to appeal a disqualification based solely on an answer to a question in Part I.

DIR has devised two different schedules for appeal procedures. One schedule would be used in a system for prequalification for a single project. The sequence of steps in this appeal procedure are scheduled to allow for an appeal decision at least four business days prior to the submission for bids for the single project. The other schedule for an appeal is applicable to a system in which prospective bidders seek prequalification valid for one year, without a link to the bidding on a specific project. These two appeal sequences are described in the explanation to contractors (the two documents referred to in paragraph 5, above).

Each public agency should be certain that it distributes to licensed contractors only the description that is appropriate for the prequalification procedures that are in use.

There are a number of laws and court decisions that affect the nature of an appeal hearing provided by a public agency. Each public agency should consult its own attorneys for advice in this area.

procedure start and end prior to the solicitation of bids for the specific project. If that is the case, the public agency would have to modify the document offered here to explain the sequence of events.

⁴ **A CAUTIONARY NOTE:** The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value in most instances. Our list of sources of information available to the public is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified in this manner.

V. APPLICATION OF THE PUBLIC RECORDS ACT

AB 574 provides that “The questionnaires and financial statements shall not be public records and shall not be open to public inspection; however, records of the names of contractors applying for prequalification status shall be public records subject to disclosure” under the Public Records Act. (Section 20101[a]). The model questionnaire forms provided by DIR indicate that the cover page of each questionnaire is a public record, and that all other pages of the questionnaire are not public records.

VI. WHAT ARE THE LAW’S PROVISIONS REGARDING PREQUALIFICATION OF SUBCONTRACTORS?

Public agencies are not required to pre-qualify sub-contractors, nor are public agencies prohibited from doing so. Section 20101(f) says:

Nothing in this section shall preclude the awarding agency from prequalifying or disqualifying a subcontractor. The disqualification by an awarding agency does not disqualify an otherwise prequalified [general] contractor.

MODEL PRE-QUALIFICATION QUESTIONNAIRE

CONTACT INFORMATION

Firm Name: _____ Check One: Corporation
(as it appears on license) Partnership
 Sole Prop.

Contact Person: _____

Address: _____

Phone: _____ Fax: _____

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Number(s):

PART I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 5 is “no.”⁵

Contractor will be immediately disqualified if the answer to any of questions 6, 7, 8 or 9 is “yes.”⁶ If the answer to question 8 is “yes,” and if debarment would be the sole reason for denial of pre-qualification, any pre-qualification issued will exclude the debarment period.

1. Contractor possesses a valid and current California Contractor’s license for the project or projects for which it intends to submit a bid.
 Yes No
2. Contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
 Yes No
3. Contractor has current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700 et. seq.
 Yes No Contractor is exempt from this requirement, because it has no employees
4. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?⁷
 Yes No

NOTE: A financial statement that is not either reviewed or audited is not acceptable. A letter verifying availability of a line of credit may also be attached; however, it will be considered as supplemental information only, and is not a substitute for the required financial statement.

5. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project for which

⁵ A “no” answer to Question 4 will not be disqualifying if the contractor is exempt from complying with Question 4, for reasons explained in footnote 7.

⁶ A contractor disqualified solely because of a “Yes” answer given to question 6, 7, or 9 may appeal the disqualification and provide an explanation of the relevant circumstances during the appeal procedure.

⁷ Public Contract Code section 20101(e) exempts from this requirement a contractor who has qualified as a small business pursuant to Government Code section 14837(d)(1), if the bid is “no more than 25 per cent of the qualifying amount provided in section 14837(d)(1).” As of January 1, 2001, the qualifying amount is \$10 million, and 25 per cent of that amount, therefore, is \$2.5 million.

you seek pre-qualification if you are seeking pre-qualification for a single project; or (if you are seeking pre-qualification valid for a year) (b) your current available bonding capacity?⁸
 Yes No

NOTE: Notarized statement must be from the surety company, not an agent or broker.

6. Has your contractor's license been revoked at any time in the last five years?
 Yes No
7. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was default terminated by the project owner within the last five (5) years?
 Yes No
8. At the time of submitting this pre-qualification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
 Yes No

If the answer is "Yes," state the beginning and ending dates of the period of debarment:

9. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
 Yes No

⁸ An additional notarized statement from the surety may be requested by *Public Entity* at the time of submission of a bid, if this pre-qualification package is submitted more than 60 days prior to submission of the bid.

PART II. ORGANIZATION, HISTORY, ORGANIZATIONAL PERFORMANCE, COMPLIANCE WITH CIVIL AND CRIMINAL LAWS

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

- 1a. Date incorporated : _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten per cent of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or 10 per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

- 1a. Date of formation: _____
- 1b. Under the laws of what state: _____
- 1c. Provide all the following information for each partner who owns 10 per cent or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

- 1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

- 1a. Date of commencement of business. _____
 1b. Social security number of company owner. _____
 1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten per cent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

- 1a. Date of commencement of joint venture. _____
 1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.

Yes No

If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns 50 per cent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms.
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.

Yes No

If "yes," explain on a separate signed page.

5. State your firm's gross revenues for each of the last three years:

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

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

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

8. Was your firm in bankruptcy at any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)

Yes No

If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

11. Has your firm changed names or license number in the past five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

12. Has any owner, partner or (for corporations:) officer of your firm operated a construction firm under any other name in the last five years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

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

Yes No

If "yes," please explain on a separate signed sheet.

Disputes

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

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

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

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

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

Yes No

If "yes," explain on a separate signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

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

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

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

Yes No

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

* * * * *

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

Yes No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

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

Yes No

If "yes," explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

Criminal Matters and Related Civil Suits

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

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

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

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the conviction and the grounds for the conviction.

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

Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

Bonding

24. Bonding capacity: Provide documentation from your surety identifying the following:

Name of bonding company/surety: _____

Name of surety agent, address and telephone number:

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

26. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:

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

Yes No

If yes, provide details on a separate signed sheet indicating the date when your firm was denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

C. Compliance with Occupational Safety and Health Laws and with Other Labor Legislation Safety

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

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

Yes No

If "yes," attached a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

29. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

30. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If "yes," attach a separate signed page describing each citation.

31. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

32. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

33. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

If "yes," please explain the reason for the absence of workers' compensation insurance on a separate signed page. If "No," please provide a statement by your current workers' compensation insurance carrier that verifies periods of workers' compensation insurance coverage for the last five years. (If your firm has been in the construction business for less than five years, provide a statement by your workers' compensation insurance carrier verifying continuous workers' compensation insurance coverage for the period that your firm has been in the construction business.)

Prevailing Wage and Apprenticeship Compliance Record

34. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

35. During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the **federal Davis-Bacon prevailing wage requirements?**

Yes No

If "yes," attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

36. Provide the **name, address and telephone number** of the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

37. If your firm operates its own State-approved apprenticeship program:

- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
- (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
- (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

38. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998, if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

PART III. RECENT CONSTRUCTION PROJECTS COMPLETED

39. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.⁹ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

⁹ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

* * * * *

I, the undersigned, certify and declare that I have read all the foregoing answers to this prequalification questionnaire and know their contents. The matters stated in the questionnaire answers are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated:

(Name)

**A LIST OF THE SCORABLE
QUESTIONS AND THE SCORING
INSTRUCTIONS**

A LIST OF THE SCORABLE QUESTIONS AND THE SCORING INSTRUCTIONS

The scorable questions arise in three different areas:

- (I) History of the business and organizational performance;
- (II) Compliance with occupational safety and health laws, workers' compensation and other labor legislation; and
- (III) Completion of recent projects and quality of performance.

The interview questions (interviews by the public agency of project managers on projects completed recently by the contractor) are included in group III. In a pre-qualification procedure for a single project, this last category would also include a scoring of the number of recently completed projects that are similar to the project on which pre-qualification is at issue. However, scoring linked to the similarity of past projects would **probably not be possible or useful** if the public agency as part of a procedure to pre-qualify contractors for an extended period.

Note: Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. This document includes only those questions that are "scorable." The question numbers in this document are the numbers used in the questionnaire. Thus, the questions included here begin with question number 6, and there are a few breaks in the numerical sequence.

The Scores Needed for Prequalification

To prequalify, a contractor would be required to have a passing grade within each of the three large categories referred to above.

For Section I, "History of the business and organizational performance," DIR recommends use of a passing score of **57** on this portion of the questionnaire (of a maximum score of 76 on this portion of the questionnaire).

For Section II, Compliance with occupational safety and health laws, workers' compensation and other labor legislation DIR recommends use of a passing score of **38** on this portion of the questionnaire (of a maximum score of 53 points on this portion of the questionnaire).

Section III, Completion of recent projects and quality of performance, includes a series of interview questions, and may also include questions about recently completed (public or private) construction projects. For the interview questions, DIR recommends that a public agency interview project managers for the owners of two completed projects. DIR recommends a scoring system that would allow a maximum score of 120 points for each interview. For these questions, DIR recommends qualification for a contractor whose score on each of two interviews is 72 points or more; a denial of pre-qualification

for a contractor whose score on either interview is less than 55 points; and an additional interview with another reference if the score resulting from one interview is between 55 points and 72 points.

DIR makes no recommendation about how to score a contractor's answers about recently completed past projects. Because of the wide range of projects that a public agency may be planning, and the similarly wide range in the skills, abilities, and experience that a public agency will consider most important for a pending project, it is impossible to propose a useful model scoring system to apply to the answers given about a contractor's completed projects.

Questions about History of the Business and Organizational Performance

(16 questions)

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

3 years or more = 2 points

4 years = 3 points 5 years = 4 pts.

6 years or more = 5 points

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

Yes No

"No" = 3 points" "Yes" = 0 points

3. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 7, above).

Yes No

"No" = 3 points" "Yes" = 0 points

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

Yes No

No = 5 points Yes = 0 points

5. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?
 Yes No

No projects with liquidated damages of more than \$50,000, or one project with liquidated damages = 5 points.

Two projects with liquidated damages of more than \$50,000 = 3 points

Any other answer: no points

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

NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

Yes No

No = 5 points Yes = 0 points

7. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?
 Yes No

No = 5 points Yes = 0 points

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than \$50,000.

8. In the past five years, has any claim **against** your firm concerning your firm's work on a construction project, been **filed in court or arbitration**?
 Yes No

If the firm's average gross revenue for the last three years was less than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.*

If your firm's average gross revenue for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.*

9. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and **filed that claim in court or arbitration**?
 Yes No

If your firm's average gross revenues for the last three years was less than \$50 million scoring is as follows:

*5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.*

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.*

10. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
 Yes No

***5 points for either "No" or "Yes" indicating 1 such claim.
3 points for "Yes" indicating no more than 2 such claims
Subtract five points for "Yes" if more than 2 such claims***

11. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
 Yes No

***5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" or if more than 2 such instances.***

12. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?
 Yes No

No = 5 points Yes = subtract 5 points

13. Has your firm, or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
 Yes No

No = 5 points Yes = subtract 5 points

14. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No

No = 5 points Yes = subtract 5 points

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

_____ %

*5 points if the rate is no more than one per cent
3 points if the rate was no higher than 1.10 per cent.
0 points for any other answer.*

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

Yes No

No = 5 points Yes = 0 points

**Questions about compliance with safety, workers compensation,
prevailing wage and apprenticeship laws.**

(11 questions)

1. Has CAL OSHA cited and assessed penalties against your firm for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years?

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

Yes No

If the firm’s average gross revenues for the last three years was less than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1 such instance.
3 points for “Yes” indicating 2 such instances.
0 points for “Yes” if more than 2 such instances.*

If the firm’s average gross revenues for the last three years was more than \$50 million, scoring is as follows:

*5 points for either “No” or “Yes” indicating 1, 2, or 3 such instances.
3 points for “Yes” indicating either 4 or 5 such instances.
0 points for “Yes” if more than 5 such instances.*

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?
Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

Yes No

If yes, attach a separate signed page describing each citation.

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

Yes No

If the firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.

3 points for "Yes" indicating 2 such instances.

0 points for "Yes" or if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.

3 points for "Yes" indicating either 4 or 5 such instances.

0 points for "Yes" if more than 5 such instances.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?

*3 points for an answer of once each week or more often.
0 points for any other answer*

5. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

5 points for three-year average EMR of .95 or less

3 points for three-year average of EMR of more than .95 but no more than 1.00

0 points for any other EMR

6. Within the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

*5 points for either "No" or "Yes" indicating 1 such instance.
0 points for any other answer.*

7. Has there been more than one occasion during the last five years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the state's prevailing wage laws?

Yes No

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

8. During the last five years, has there been more than one occasion on which your own firm has been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

Yes No

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

9. Provide the **name, address and telephone number** of the apprenticeship program sponsor(s) (approved by the California Division of Apprenticeship Standards) that will provide apprentices to your company for use on any public work project for which you are awarded a contract by *[Public Entity]*.

*5 points if at least one approved apprenticeship program is listed.
0 points for any other answer.*

10. If your firm operates its own State-approved apprenticeship program:
- (a) Identify the craft or crafts in which your firm provided apprenticeship training in the past year.
 - (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).
 - (c) State the number of individuals who were employed by your firm as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by your firm.

5 points if one or more persons completed an approved apprenticeship while employed by your firm.

0 points if no persons completed an approved apprenticeship while employed by your firm.

11. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

NOTE: You may omit reference to any incident that occurred prior to January 1, 1998 if the violation was by a subcontractor and your firm, as general contractor on a project, had no knowledge of the subcontractor's violation at the time they occurred.

Yes No.

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If your firm's average gross revenues for the last three years was less than \$50 million, scoring is as follows:

5 points for either "No," or "Yes" indicating either 1 or 2 such instance.

3 points for "Yes" indicating 3 such instances.

0 points for "Yes" and more than 3 such instances.

If your firm's average gross revenues for the last three years was more than \$50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating no more than 4 such instances.

3 points for "Yes" indicating either 5 or 6 such instances.

0 points for "Yes" and more than 6 such instances.

Questions concerning recent construction projects completed:
(one question, plus 11 interview questions)

The following question to be scored only where a public agency is undertaking a pre-qualification procedure valid for a single project only.

1. Contractor shall provide information about its six most recently completed public works projects and its three largest completed private projects within the last three years.¹⁰ Names and references must be current and verifiable. Use separate sheets of paper that contain all of the following information:

Project Name: _____

Location: _____

Owner: _____

Owner Contact (name and current phone number):

Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number):

Construction Manager (name and current phone number):

Description of Project, Scope of Work Performed:

Total Value of Construction (including change orders): _____

Original Scheduled Completion Date: _____

Time Extensions Granted (number of days): _____

Actual Date of Completion: _____

¹⁰ If you wish, you may, using the same format, also provide information about other projects that you have completed that are similar to the project(s) for which you expect to bid.

Scoring of previous projects completed:

For pre-qualification for a single project that may require specific skills and capabilities, public agencies may choose to score contractors for the number of similar projects completed, and the degree of similarity between past projects and the planned project. DIR has not suggested any scoring for this aspect of the pre-qualification process, because of the numerous possible variations in both the type of project to be built and the points of similarity between the pending project and past projects that may be significant to the public agency.

MODEL INTERVIEW QUESTIONS

MODEL INTERVIEW QUESTIONS

The following questions will be used to interview randomly selected contacts from at least two completed projects. [Public Entity] will conduct the interviews. No action on the contractor's part is necessary. These questions are included on the package given to the contractor for information only.

The highest possible score is 120 Points. A score less than 55 points disqualifies a contractor from bidding on projects that are proposed by [Public Entity]. A score of between 56 and 72 indicates the Public Entity should conduct an interview of another contact, that is, a manager of another completed project. A score of 72 or higher on each of two interviews is sufficient for pre-qualification.

First, please give a brief description of the project.

1. Are there any outstanding stop notices, liens, or claims by the contractor that are currently unresolved on contracts for which notices of completion were recorded more than 120 days ago? (1 point for each is deducted from overall score; maximum amount to be deducted is 5 points)
2. On a scale of 1-10, with 10 being the best, did the contractor provide adequate personnel? (Max. 10 points)
3. On a scale of 1-10, with 10 being the best, did the contractor provide adequate supervision? (Max. 10 points)
4. On a scale of 1-10, with 10 being the best, was there adequate equipment provided on the job? (Max. 10 points)
5. On a scale of 1-10, with 10 being the best, was the contractor timely in providing reports and other paperwork, including change order paperwork and scheduling updates? (Max. 10 points)
6. On a scale of 1-10, with 10 being the best, did the contractor adhere to the project schedule that your [agency] [business] approved? (Max. 10 points)
7. Was the project completed on time? (10 points if the answer is "Yes").
Or, if the answer is "no," on a scale of 1-10, with 10 being the best, to what extent was the contractor responsible for the delay in completion?
8. On a scale of 1-10, with 10 being the best, rate the contractor on the timely submission of reasonable cost and time estimates to perform change order work. (Max. 10 points)

9. On a scale of 1-10, with 10 being the best, rate the contractor on how well the contractor performed the work after a change order was issued, and how well the contractor integrated the change order work into the existing work. (Max. 10 points).
10. On a scale of 1-10, with 10 being the best, rate how has the contractor been performing in the area of turning in Operation & Maintenance manuals, completing as-built drawings, providing required training and taking care of warranty items? (Max. 10 points)
11. On a scale of 1-10, with 10 being the best, rate the contractor on whether there were an unusually high number of claims, given the nature of the project, or unusual difficulty in resolving them. (Max. 10 points)
12. On a scale of 1-10, with 10 being the highest, rate the contractor with respect to timely payments by the contractor to either subcontractors or suppliers. (If the person being interviewed knows of no such difficulties, the score on this question should be "10.")
13. On a scale of 1-10, with 10 being the best, how would you rate the quality of the work overall? (Max. 10 points)

**INSTRUCTIONS FOR PUBLIC
AGENCIES RE:
INTERVIEW QUESTIONS**

INSTRUCTIONS FOR PUBLIC AGENCIES

Re: Interview Questions

The following is meant to assist the public agency to conduct the interviews of the managers of projects previously completed (that is, the people who supervised the projects for the project owners) by the contractor wishing to pre-qualify. The interview questions allow qualitative review of work performance for contractors who choose to bid and pre-qualify for public works contracts. The interview questions will be used to examine randomly selected contacts from at least two completed past projects.

In each question, the person being interviewed is asked to rate a certain aspect of contractor's performance, using a scale of 1 to 10. The highest possible score is 120 points. A score of less than 55 points disqualifies the contractor from bidding on projects that are proposed by the public agency. A score of **72 points or more** on each interview is sufficient for a contractor to qualify on this portion of the prequalification process. If the scores resulting from an interview are between 55 and 72, the public agency should conduct another interview to collect additional information.

It is possible that the score given to any interview answer may be challenged in an appeal. For that reason, be sure to: (a) ask the person being interviewed for specific information or details, to explain or substantiate the numerical answer given; and (b) take written notes of the information provided.

Selection of the Interviewer:

- (a) The public agency should select an individual who is at least moderately well informed about public works construction.
- (b) The individual should be unbiased during the interview; this is to ensure accurate implementation of the interview questions.
- (c) The individual should not use examples or deviate from the questions unless the project manager is unclear and prompts further explanation. The interviewer should offer additional explanation of the questions only if he/she is sure of the intent of the question in the interview.

Locating the respondent to interview:

- (a) The interviewer should attempt to contact a project manager of a past project for the interview. The interviewer should be aware that for one interview to be completed, there may be a need to interview multiple individuals. That is, the interviewer may have to contact multiple individuals, such as the project manager concerning the building process, and a financial manager for warranty items, assessed liens, and the like.
- (b) Once reached, the interviewer should review the information contained in the questionnaire of the past project with the project manager. That is, review who is being interviewed and why (purposes of pre-qualifying for public works), the past project type, completion date, and other pertinent information to ensure that the project manager is sure of the project he/she is asked to review.

Interview Length:

- (a) The interview should take 8-12 minutes, under normal circumstances.
- (b) The interviewer, when contacting the project manager, should convey the expected time which it takes to conduct the interview. This is to ensure the individual is not discouraged from taking part in the interview

Conducting the interviews:

- (a) The interview should examine at least two separate past projects listed in the questionnaire.
- (b) After the interview is scored, the interviewer should compare the interview score with the same contractor's score on the written questionnaire. If the ratings (overall scores) are far apart, the interviewer should conduct at least one/two more interviews to determine how past performance should be weighted.
- (c) While conducting the interview, the interviewer should be consistent with the way the questions are presented. That is, if the interviewer changes the way questions are presented during the review, it could potentially change the way the respondent answers the questions and jeopardize the overall scoring.

**REQUEST FOR
PRE-QUALIFICATION OF
BIDDERS COMMENCING
WITH FORTHCOMING
PUBLIC WORK BID**

**REQUEST FOR PRE-QUALIFICATION OF BIDDERS COMMENCING
WITH FORTHCOMING PUBLIC WORK BID
[Pre-qualification procedure begun at the same time as RFP]**

Notice is hereby given that [Public Entity] has determined that all bidders on [Name of specific project] to be undertaken by the [Public Entity] must be pre-qualified prior to submitting a bid on that project. It is mandatory that all Contractors who intend to submit a bid, fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final qualified Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid as part of a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid. The last date to submit a fully completed questionnaire is mm/dd/yy. [35 days prior to the bid closing date]. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their pre-qualification status well in advance of the bid advertisement for this project.

Answers to questions contained in the attached questionnaire, information about current bonding capacity, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

[Public Entity] reserves the right to adjust, increase, limit, suspend or rescind the pre-qualification rating based on subsequently learned information. Contractors whose rating changes sufficient to disqualify them will be notified, and given an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification rating.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to bid and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify *[Public Entity]* and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a specific future public works project.

Contractors may submit pre-qualification packages during regular working hours on any day that the offices of *Public Entity* are open. Contractors who submit a complete pre-qualification package will be notified of their qualification status no later than ten business days after submission of the information.

[Public Entity] may refuse to grant pre-qualification where the requested information and materials are not provided, or not provided by mm/dd/yy *[date specified in first paragraph – 35 days before bid closing]*. There is no appeal from a refusal for an incomplete or late application, but re-application for a later project is permitted. The closing time for bids will not be changed in order to accommodate supplementation of incomplete submissions, or late submissions.

Where a timely and completed application results in a rating below that necessary to pre-qualify, an appeal can be made. An appeal is begun by the Contractor delivering notice to *[Public Entity]* of its appeal of the decision with respect to its pre-qualification rating, no later than ten business days prior to the closing time for the receipt of bids for this public works project. Without a timely appeal, the Contractor waives any and all rights to challenge the decision of *[Public Entity]*, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after *Public Entity's* receipt of the notice of appeal, and no later than five business days prior to the last date for the receipt of bids on the project. The hearing shall be an informal process conducted by a panel to whom the *[governing body of Public Entity]* has delegated responsibility to hear such appeals (the "Appeals Panel"). At or prior to the hearing, the Contractor will be advised of the basis for *[Public Entity's]* pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the rating. Within one day after the conclusion of the hearing, the Appeals Panel will render its decision. It is the intention of *[Public Entity]* that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Entity*, or on all contracts to be let by *Public Entity* until the contractor meets *Public Entity's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or

(2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

Pre-qualification of all subcontractors.

Pre-qualification of subcontractors in certain crafts.

Post-bid qualification review.

**ANNOUNCEMENT OF
PRE-QUALIFICATION
PROCEDURES AND OPEN
DATES FOR ANNUAL
PRE-QUALIFICATION**

ANNOUNCEMENT OF PRE-QUALIFICATION PROCESURES AND OPEN DATES FOR ANNUAL PRE-QUALIFICATION

Notice is hereby given that on _____, 2000, the _____ [Public Entity] determined that all bidders on public works to be undertaken by the [Public Entity] must be pre-qualified prior to submitting bids for public works. It is mandatory that all Licensed Contractors who intend to submit bids fully complete the pre-qualification questionnaire, provide all materials requested herein, and be approved by [Public Entity] to be on the final Bidders list. No bid will be accepted from a Contractor that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately qualified to bid.

Pre-qualification applications may be submitted four times each year: (1) from January 1 through January 10; (2) from April 1 through April 10; (3) from July 1 through July 10; and (4) from October 1 through October 10. Contractors who submit a complete pre-qualification package will be notified by first class mail of their qualification status, such notice to be mailed no later than fifteen business days after submission of the information.

Answers to questions contained in the attached questionnaire, information about current bonding capacity on an aggregate and per project limit, notarized statement from surety, and the most recent reviewed or audited financial statements, with accompanying notes and supplemental information, are required. [Public Entity] will use these documents as the basis of rating Contractors in respect to the size and scope of contracts upon which each Contractor is qualified to bid. [Public Entity] reserves the right to check other sources available. [Public Entity's] decision will be based on objective evaluation criteria.

Pre-qualification approval will remain valid for one (1) calendar year from the date of notice of qualification, except that [Public Entity] reserves the right during that calendar year to adjust, increase, limit, suspend or rescind the pre-qualification ratings based on subsequently learned information and after giving notice of the proposed action to the Contractor and an opportunity for a hearing consistent with the hearing procedures described below for appealing a pre-qualification determination.

While it is the intent of the pre-qualification questionnaire and documents required therewith to assist [Public Entity] in determining bidder responsibility prior to the submission of bids and to aid [Public Entity] in selecting the lowest responsible bidder, neither the fact of pre-qualification, nor any pre-qualification rating, will preclude [Public Entity] from a post-bid consideration and determination on a specific project of whether a bidder has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness. Contractors are encouraged to submit pre-qualification packages as soon as possible, so that they may be notified of pre-qualification status well in advance of upcoming projects.

The pre-qualification packages should be submitted under seal and marked "CONFIDENTIAL" to _____ [address].

The pre-qualification packages (questionnaire answers and financial statements) submitted by Contractors are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law, although the contents may be disclosed to third parties for the purpose of verification, investigation of substantial allegations, and in the process of an appeal hearing. State law requires that the names of contractors applying for pre-qualification status shall be public records subject to disclosure, and the first page of the questionnaire will be used for that purpose.

Each questionnaire must be signed under penalty of perjury in the manner designated at the end of the form, by an individual who has the legal authority to bind the Contractor on whose behalf that person is signing. If any information provided by a Contractor becomes inaccurate, the Contractor must immediately notify *[Public Entity]* and provide updated accurate information in writing, under penalty of perjury.

[Public Entity] reserves the right to waive minor irregularities and omissions in the information contained in the pre-qualification application submitted, to make all final determinations, and to determine at any time that the pre-qualification procedures will not be applied to a future public works project.

A contractor who has submitted a completed application form, and who receives a rating of “not qualified” from *[Public Entity]* may appeal that determination. There is no appeal from a finding that a contractor is not pre-qualified because of a failure to submit required information, but re-application during one of the designated time periods is permitted. A contractor may appeal *[Public Entity's]* decision with respect to its request for pre-qualification, and request a hearing, by giving notice to *[Public Entity]* no later than ten business days after receipt of notice of its qualification status. Unless a Contractor files a timely appeal, the Contractor waives any and all rights to challenge the qualification decision of *[Public Entity]*, whether by administrative process, judicial process or any other legal process or proceeding.

If the Contractor gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than ten business days after *Public Entity's* receipt of its Notice of Appeal. The hearing so provided shall be an informal process conducted by a panel to whom the *[governing body of Public Entity]* has delegated responsibility to hear such appeals (the “Appeals Panel”). At or prior to the hearing, the Contractor will be advised of the basis for *[Public Entity's]* pre-qualification determination. The Contractor will be given the opportunity to present information and present reasons in opposition to the pre-qualification determination. At the conclusion of the hearing or no later than one day after completion of the hearing, the Appeals Panel will render its decision. The date for submission and opening of bids for a specific project will not be delayed or postponed to allow for completion of an appeal process.

Note: A contractor may be found not pre-qualified for bidding on a specific public works contract to be let by *Public Agency*, or on all contracts to be let by *Public Agency* until the contractor meets *Public Agency's* requirements. In addition, a contractor may be found not pre-qualified for either:

- (1) Omission of requested information or
- (2) Falsification of information

* * * * *

NOTICE: To contractors who are using subcontractors for this job, please be advised that *Public Entity* **may** require, as to subcontractors, one of the following:

The qualification of subcontractors in the following crafts or trades, following acceptance of your bid, but before the award is made:

Pre-qualification of all subcontractors.

Pre-qualification of subcontractors in certain crafts.

Post-bid qualification review.

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

SOURCES FOR VERIFICATION OF INFORMATION GIVEN BY CONTRACTORS

A CAUTIONARY NOTE: *The information that will be given to public agencies by contractors seeking pre-qualification is provided under oath, with the understanding that the intentional providing of false information is, in itself, grounds for disqualification. We expect that the information given should be and will be accepted at face value. The following information is provided for use in the few instances in which a public agency reviewing the answers given in a questionnaire has specific reason to believe that one or more answers should be verified by reference to publicly available information.*

Information about a contractor's license(s) (Questionnaire Part I, question 6, and Part II, questions 6 and 9-13)

Names and addresses of licensed contractors, information about the type of license(s) issued and the dates when licenses were issued (and certain other information), are available from the Contractors' State Licensing Board (CSLB), 9821 Business Park Drive, Sacramento, CA 95827. Telephone number 800-321-2752. The CSLB web site for public information is: www.CSLB.ca.gov.

Information about workers' compensation insurance (Part I, question 3 and Part II, questions 32-33)

Every workers' compensation insurance carrier issues to each of its insured businesses a Certificate of Insurance. The contractor should be willing to provide a copy upon request.

Each contractor's Experience Modification Rate for the year should be stated in a letter to the contractor from the contractor's workers' compensation insurance carrier.

Some large companies are legally self-insured for workers' compensation, with the consent and authorization of the Department of Industrial Relations. The names of companies that are legally self-insured are available from the Department's Office of Self-Insurance Plans, Workers' Compensation, 2265 Watt Avenue, Suite 1, Sacramento, CA 95825; (916) 483-3392.

The names of each business's current and recent workers' compensation insurance carriers are available from the Workers' Compensation Insurance Reporting Bureau (WCIRB), 575 Market Street, San Francisco, telephone (415) 777-0777. WCIRB is not a public agency but it provides information to the public. It will provide the names of the current and recent workers' compensation insurance carriers of every employer in California, in response to a written request, for a fee of \$8 for every year for which you seek information.

**Information about whether surety insurance carriers
are “admitted” to do business in California
(Part I, question 5)**

The California Department of Insurance will verify whether an insurance carrier is “admitted” to issue insurance policies within the State. The Department has a “Hot-Line” number – 800-927-4357, and a web-site from which the information is available: www.insurance.ca.gov

**Information on disqualification from bidding on public contracts
(Part I, question 8 and Part II, question 15)**

Information on the identities of contractors that have been disqualified from bidding on public works contracts is available from the California Labor Commissioner, Division of Labor Standards Enforcement, 455 Golden Gate Avenue, San Francisco, telephone (415) 703-4810.

**Information available from the Secretary of State about corporations
(Part II, questions 1a-1d, 2-4)**

The California Secretary of State has certain current and historical information about all corporations that operate in California: dates of incorporation, articles of incorporation, the name of the original incorporators, the names of the corporate officers (who are not necessarily the corporate stockholders) and an agent for service of process for the corporation. This information is available from the Secretary of State upon written request. (Secretary of State, Business Programs Division, 1500 Eleventh Street, Sacramento, CA 95814. Telephone (916) 653-2121 or 653-1239). The Secretary of State does not ordinarily have a listing of the names of initial stockholders or current stockholders, and that information is generally not available in any public record.

**Information available from County Clerks about
partnerships and sole proprietorships
(Part I, questions 1a-1d,2-4)**

Every business, including a partnership, that operates under a “fictitious name” (for example, “Ajax Sheet Metal Contractors” or “Smith Brothers Electrical Contractors”) is required to file with the County Clerk in the county in which its home office is located a “Fictitious Business Name” statement. This statement will indicate the owner of the business, if the business is a sole proprietorship, and the names of partners, if the business is a partnership. The information is available to the public from the County Clerk upon request. A written request may be necessary.

**Information about bankruptcy proceedings
(Part II, questions 7 and 8)**

Bankruptcy petitions, which include the names of the person or business that is seeking protection from the Bankruptcy Court, are available for public inspection at the office of the Clerk of each Bankruptcy Court (which are federal courts). In California, Bankruptcy Courts are located in Sacramento, Modesto, Fresno, San Francisco, Oakland, San Jose, Los Angeles, Santa Ana, Riverside, and San Diego. Most documents filed in court in bankruptcy proceedings are available for public inspection, at the Bankruptcy Court clerk's office. Some information on bankruptcy filings may also be available from commercial enterprises that collect and sell information from public records). In addition some information about bankruptcy cases filed August 1990 and later is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856 or you may register online at <http://pacer.psc.uscourts.gov/>.

**Information about civil suits and arbitration cases
(Part II, questions 14, 17 and 18)**

Each court keeps records of every civil suit filed in that court, and of the judgments that are issued after trials. However, the exact terms of pre-trial settlements are generally not recorded in court files. Documents related to disputes submitted to arbitration are generally not available for public inspection. Public agencies, however, are required to disclose the terms of such settlements, when documents are requested under the California Public Records Act.

**Information about criminal convictions
(Part I, question 9, and Part II, questions 21, 22, and 23)**

Criminal convictions are a matter of public record. Each courthouse (in both the federal and state court systems) has an index of its own criminal records. In addition, a few data collection businesses have collected criminal conviction information from public records throughout the state, and the collected information about particular individuals or businesses is available for sale from these private businesses.

**Information about Federal court civil and criminal cases
(Part I, question 9)**

Information about federal criminal cases (filed August 1991 and later) and civil cases (filed August 1990 and later) is available on-line through the "PACER" (Public Access to Court Electronic Records) system. To obtain information from PACER, you must register with the system, and pay a fee for the materials obtained. Call 1-800-676-6856 or you may register online at <http://pacer.psc.uscourts.gov/>.

**Information about citations issued for violation of
industrial safety and health laws**
(Part II, questions 28 and 29)

Information about citations issued by both the federal Occupational Safety and Health Administration and the California Division of Occupational Safety and Health (Cal OSHA) are available on a web-site maintained by federal OSHA, <http://www.osha.gov>. At that web site, click on "Library." On the Library page, click on "Statistics and Inspection Data." Next, click on "Establishment Search." When the next screen appears, enter the name of the contractor about whom you seek information in the "Establishment" window. In the "Process" window, enter the number 999999. Click on California in the "State" window. In the "Inspection Date" window, enter "1990." Then click the submit button.

Information about prevailing wage law violations
(Part II, question 34)

Information about recent prevailing wage law violations is available from the Division of Labor Standards Enforcement, at 2424 Arden Way, Suite 360, Sacramento, CA 95825. A model letter asking for such information is enclosed.

**Citations from either Air Quality or Water Quality Board
for violations of regulations**
(Part II, question 30)

Information about citations issued by the California Air Resources Board is available from that agency under the Public Records Act. Their address is 2020 L Street, Sacramento, CA 95814, or Post Office Box 2815, Sacramento, 95812. In addition, Regional Air Quality Management Districts and Regional Water Quality Control Boards throughout the state may issue citations for violation of air quality or water quality standards. Consult the appropriate board in your area for information about how to gather appropriate information.

**Information about state-approved apprenticeship plans
and violations of state apprenticeship laws**
(Part II, questions 36-38)

Information about violations of state apprenticeship laws can be obtained from the Division of Apprenticeship Standards, 455 Golden Gate Avenue, 8th Floor, Post Office Box 420603, San Francisco, CA 94142.



Placentia Redevelopment Agency

AGENDA REPORT

TO: AGENCY BOARD OF DIRECTORS

VIA: EXECUTIVE DIRECTOR

FROM: ASSISTANT EXECUTIVE DIRECTOR

DATE: AUGUST 16, 2011

SUBJECT: **REDEVELOPMENT AGENCY ENFORCEABLE OBLIGATION PAYMENT SCHEDULE**

FISCAL IMPACT: NOT APPLICABLE

SUMMARY:

With the Governor's signing of ABX1 26 eliminating redevelopment agencies state-wide, several actions must be taken in order to begin the wind down process of the Redevelopment Agency of the City of Placentia (Agency) even though the Agency is supporting legal efforts to overturn the enacted legislation. This action will approve a resolution establishing an initial Enforceable Obligation Payment Schedule designating all obligations of the Agency that are considered legally enforceable and therefore payable from continuing tax increment financing.

RECOMMENDATION:

It is recommended that the Agency Board of Directors take the following actions:

1. Approve Resolution RA 2011-__, A Resolution of the Board of Directors of the Redevelopment Agency of the City of Placentia establishing an initial Enforceable Obligation Payment Schedule pursuant to California Health and Safety Code § 34169 (g) (1)

DISCUSSION:

As reported and discussed with the Board of Directors at a Study Session held on August 2, 2011, the California Legislature adopted, and the Governor signed ABX1 26. The legislation, unless overturned by the California Supreme Court, dissolves the Agency effective as of October 1, 2011, except if the Agency agrees to make certain payments to the State Department of Finance and the County Auditor-Controller. In addition, because the Governor has signed ABX1 26, redevelopment agencies' powers are purportedly suspended and redevelopment agencies are now prohibited from taking a number of actions, including making loans and entering into or modifying contracts.

4b

August 16, 2011

The proposed resolution and Enforceable Obligation Payment Schedule is presented for consideration and action by the Agency Board to establish a schedule of enforceable obligations to determine what payments can be made by the Agency under the new legislation. If the City Council does not ultimately adopt the Continuation Ordinance, the Agency is required to submit the attached resolution within sixty days of the adoption of ABX1 26 (approximately August 28, 2011). The Agency can only make payments that are on an Enforceable Obligation Payment Schedule. The Schedule must include the following elements about each obligation:

- o The Project name associated with the obligation;
- o The payee;
- o A short description of the nature of the work, product, service, facility, or other thing of value for which payment is to be made; and
- o The amount of payments obligated to be made, by month through December 2011. (Health & Safety Code Sec. 34169(g)(1))

The legislation requires that all obligations be listed with specific payment schedules. However, it also allows further actions to implement enforceable obligations that cannot be altered after the effective date of the legislation. Some obligations to implement agreements that are considered Enforceable Obligations have yet to be established (*i.e.* construction contracts required to implement a current project). These will be listed with budgeted amounts shown.

The Agency Board, in order to allow approved projects to continue, is required to adopt the Payment Schedule contained in the attached resolution. The resolution lists the Payment Schedules to the extent that they can be determined at this time. Some of the Enforceable Obligations may still have steps that have not been completed and do not have defined contract amounts established yet. For example, items associated with the downtown parking structure which have been under development for the last two (2) years do not have development agreements at this time, but the Agency/City is progressing toward that point and believes that such efforts are legally enforceable. Staff will bring back future amendments to the resolution to add new implementing payments. The adoption of this resolution allows the Agency to continue to pay bills for projects and activities that are allowed to be continued under the Dissolution Bill (ABX1 26). While the City Council has provided direction to Staff continue forward with Agency activities based on the legal challenges, this resolution establishes the obligations that will allow the Agency/City to continue to proceed with existing projects without a redevelopment agency if the State ultimately prevails.

The State has given all agencies a deadline of sixty days after the effective date of the legislation to file their Payment Schedules. The deadline as recently transmitted by the California Redevelopment Association is August 28, 2011.

The resolution gives discretion to the Executive Director to determine if the resolution should be filed. If there is a stay or injunction issued by the California Supreme Court that prevents the Dissolution Bill from going into effect, the resolution will not be filed. Otherwise, the Executive Director will file the resolution with the appropriate agencies as required in the legislation. Even if the resolution is filed, the City Council could still adopt the Continuation Ordinance and allow

the Agency to continue if that is the direction taken. The continuation of the Agency would mean that this resolution would not be necessary and Staff would bring back a resolution repealing it to allow other obligations to be incurred by the reconstituted agency.

The proposed Enforceable Obligation Payment Schedule is an attachment (Attachment A) to the proposed resolution.

FISCAL IMPACT:

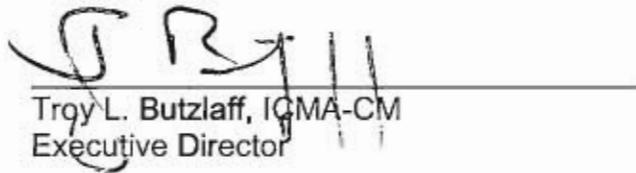
Not applicable at this time.

Prepared by:

Reviewed and approved:



Ken Domer,
Assistant Executive Director



Troy L. Butzlaff, ICMA-CM
Executive Director

Attachments:

A – Resolution RA-2011-____

RESOLUTION NO. RA-2011-

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA ESTABLISHING AN INITIAL ENFORCEABLE OBLIGATION PAYMENT SCHEDULE PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE § 34169(g)(1)

A. Recitals.

(i). The Board of Directors of the Redevelopment Agency of the City of Placentia ("Agency") established the Placentia Redevelopment Project Area in 1983 to achieve goals and objectives as outlined in the original and amended Redevelopment Plan, Annual Plans and Five (5) Year Implementation Plans in part to remedy blighting conditions, increase the supply of affordable housing and generate economic development opportunities in the original and amended project areas.

(ii). The California Legislature has passed and the Governor has signed into law Assembly Bill X1 26 ("Act"), which seeks to dissolve all redevelopment agencies as of October 1, 2011 unless, as provided by Assembly Bill X1 27, redevelopment agencies voluntarily opt to make continuing payments to the State based on Department of Finance projections.

(iii). Pursuant to the Act, California Health & Safety Code § 34169(g)(1) requires that redevelopment agencies, within 60 days of the effective date of the Act, adopt an Enforceable Obligation Payment Schedule ("Schedule") that lists all of the obligations that are enforceable within the meaning of subdivision (d) of § 34167.

(iv). The required Schedule is to be adopted at a public meeting and must be posted on the Agency's Internet Web site. Such Schedule may be amended at any public meeting of the Agency and amendments shall be posted to the Internet Web site for at least three (3) business days prior to any payment made pursuant to an amendment. The Schedule shall be transmitted by mail or electronic means to the county auditor-controller, the State Controller, and the California Department of Finance.

(v). The Agency intends to make payments as set forth in the schedule attached hereto as Exhibit "A," and by this reference incorporated herein or as the same may be amended from time to time, as continuing obligations for the operation of the Agency.

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

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

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

2. The Schedule attached hereto as Exhibit "A" hereby is adopted as the Agency's Enforceable Obligation Payment Schedule required by the Act.

3. Agency staff shall monitor and review Agency obligations to ensure compliance with the Schedule and the Act, and shall, if necessary, prepare an amended Schedule to be considered and adopted by the Board as necessary to comply with the Act.

4. This Resolution shall take effect from and after the date of approval and adoption thereof, and may be amended as set forth in the Act.

5. The Chairman shall execute this Resolution and the Secretary shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 16th day of August, 2011.

SCOTT W. NELSON, CHAIRMAN

Attest:

PATRICK J. MELIA,
SECRETARY

I, Patrick J. Melia, Secretary of the Redevelopment Agency of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the Redevelopment Agency of the City of Placentia held on the 16th day of August, 2011 by the following vote:

AYES:	AGENCY MEMBERS:
NOES:	AGENCY MEMBERS:
ABSENT:	AGENCY MEMBERS:
ABSTAIN:	AGENCY MEMBERS:

PATRICK J. MELIA, SECRETARY

APPROVED AS TO FORM:

ANDREW V. ARCZYNSKI,
AGENCY COUNSEL

ENFORCEABLE OBLIGATION PAYMENT SCHEDULE

Per AB 26 - Section 34167 and 34169 (*)

Project Name / Debt Obligation	Payee	Description	Total Outstanding Debt or Obligation	Total Due During Fiscal Year	Payments by month					Total
					Aug**	Sept	Oct	Nov	Dec	
1) 2003 Improvement COP's	US Bank	Certificate of Participation for Improvements	7,070,000.00	960,287.00						\$ -
2) 2002 Tax Allocation Bonds A	US Bank	Series A Housing Bonds	2,760,000.00	220,000.00						\$ -
3) 2002 Tax Allocation Bonds B	US Bank	Series B Capital Bonds	4,145,000.00	320,000.00						\$ -
4) 2009 Subordinate Notes	US Bank	Subordinate Short Term Bonds	6,850,000.00	531,000.00						\$ -
5) 2003 COP's City Reimbursement	City of Placentia	Reimbursement Agreement for 2003 COE	9,455,196.00	870,000.00						\$ -
6) Real Estate Advisory Services	Kosmont Companies	Downtown Parking/Retail Development	60,000.00	60,000.00	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00	\$ 20,000.00
7) Employee Costs	Employees of Agency	Payroll for employees	165,400.00	165,400.00	13,784.00	13,784.00	13,784.00	13,784.00	13,784.00	\$ 55,136.00
8) Administrative Overhead	City of Placentia	Overhead for Agency operations	377,563.00	377,563.00	31,464.00	31,464.00	31,464.00	31,464.00	31,464.00	\$ 125,856.00
9) Property Management	Consensus Property Management	Prop Mgmt for AH and Commercial Properties	30,000.00	30,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	\$ 10,000.00
10) EDGE ENA	EDGE, Inc.	Exclusive Negotiating Agreement Parking Structural/Retail	50,000.00	50,000.00	4,167.00	4,167.00	4,167.00	4,167.00	4,167.00	\$ 16,668.00
11) Legal Services	Andrew V. Arczynski	Legal services	20,000.00	20,000.00	1,667.00	1,667.00	1,667.00	1,667.00	1,667.00	\$ 6,668.00
12) External Legal Services	Daley & Heit	Legal Services for Commercial Acquisitions	5,000.00	5,000.00	417.00	417.00	417.00	417.00	417.00	\$ 1,668.00
13) Crowther Relocation	Overland Pacific Cutler (or Crowther Building	Relocation Expenses related to Crowther Purchase	155,000.00	155,000.00	12,917.00	12,917.00	12,917.00	12,917.00	12,917.00	\$ 51,668.00
14) 132 Crowther Building II	Keller Williams	Lease payment for building	30,000.00	30,000.00	7,500.00	7,500.00	7,500.00	7,500.00	7,500.00	\$ 7,500.00
15) 132 Crowther Building II	DMWP, LLC	Lease payment for building	120,000.00	120,000.00	30,000.00	30,000.00	30,000.00	30,000.00	30,000.00	\$ 30,000.00
16) General Plan Update	Gary Wayne	General Plan Update	10,000.00	10,000.00	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00	\$ 10,000.00
17) 110 Bradford (OCFA)	City of Placentia	Lease payment for property	68,950.00	68,950.00	5,746.00	5,746.00	5,746.00	5,746.00	5,746.00	\$ 22,984.00
18) 312 Melrose (Parking Structure)	City of Placentia	Lease payment for property	89,950.00	89,950.00	7,496.00	7,496.00	7,496.00	7,496.00	7,496.00	\$ 29,984.00
19) SB 2557 Property Tax Admin	County of Orange	Property Tax Administration Payment	22,340.00	22,340.00	22,340.00	22,340.00	22,340.00	22,340.00	22,340.00	\$ 22,340.00
20) External Audit	Haskell & White, LLP	External audit expenses	7,630.00	7,630.00	7,630.00	7,630.00	7,630.00	7,630.00	7,630.00	\$ 7,630.00
21) Property taxes	County of Orange	Property taxes for Agency-owned properties	25,500.00	25,500.00	25,500.00	25,500.00	25,500.00	25,500.00	25,500.00	\$ 25,500.00
Totals - This Page			\$ 30,280,196.00	\$ 4,171,620.00	\$ 87,658.00	\$ 125,158.00	\$ 87,658.00	\$ 143,128.00	\$ 87,658.00	\$ 443,602.00
Totals - Page 2			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Page 3			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Page 4			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals - Other Obligations			\$ -	\$ 274,488.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 137,244.00
Grand total - All Pages			\$ 30,280,196.00	\$ 4,446,108.00	\$ 87,658.00	\$ 125,158.00	\$ 87,658.00	\$ 280,372.00	\$ 87,658.00	\$ 580,846.00

* This Enforceable Obligation Payment Schedule (EOPS) is to be adopted by the redevelopment agency no later than late August. It is valid through 12/31/11. It is the basis for the Preliminary Draft Recognized Obligation Payment Schedule (ROPS), which must be prepared by the dissolving Agency by 8/30/11. (The draft ROPS must be prepared by the Successor Agency by 11/30/11.) If an agency adopts a continuation ordinance per ABX1 27, this EOPS will not be valid and there is no need to prepare a ROPS.

** Include only payments to be made after the adoption of the EOPS.