



**Regular Meeting Agenda
October 4, 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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Placentia, CA 92870**

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Mission Statement

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

Vision Statement

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at 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
October 4, 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(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – Two (2) Items
3. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
 - a. City Administrator

RDA:

1. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8:
 - a. Property: 132 Crowther Avenue, APN 339-091-08
Agency Negotiator: Troy L. Butzlaff
Negotiating Parties: America Legion Post 277
Under Negotiations: Sublease Terms and Conditions

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
October 4, 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: Ken Milhander, Police Chaplain

PLEDGE OF ALLEGIANCE:

PRESENTATION:

- a. Proclamation Designating the Week of October 9-15, 2011, as Fire Prevention Week, in Placentia, California
Recipient: Division Chief Dan Drake
Presenter: Mayor Nelson

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.j.):

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 – September 20, 2011
Recommended Action: Approve
- c. **City Fiscal Year 2011-12 Warrant Register for September 21, 2011 Through October 4, 2011**
Financial Impact: \$2,382,988.94
Recommended Action: Approve
- d. **Agency Fiscal Year 2011-12 Warrant Register for September 21, 2011 Through October 4, 2011**
Financial Impact: \$1,364.86
Recommended Action: Approve

COUNCIL CONSENT CALENDAR:

- e. **Recommendation to Approve Professional Services Agreement with Galvin Preservation Associates, Inc., for Preparation of Environmental Documentation (NEPA & CEQA Compliance) for the City of Placentia Metrolink Station Project**
Financial Impact: Expense: \$99,982.00 for professional services
Offsetting Revenue: \$50,000.00 OCTA Cooperative Agreement
Budgeted: \$75,000.00 (Account No.: 333552-6015 J/L 61088)
Recommended Action: It is recommended that the City Council:
 - 1) Approve a professional services agreement with Galvin Preservation Associates, Inc., in a form approved by City Attorney and for an amount not to exceed \$99,982.00 for the preparation of CEQA and NEPA environmental documentation for the Placentia Metrolink Station
 - 2) Authorize the City Administrator to execute all necessary documentation to effectuate this agreement
 - 3) Adopt Resolution No. R-2011-45, a Resolution of the City Council of the City of Placentia authorizing a budget amendment in Fiscal Year 2011-12 in the aggregate amount of \$24,982.00 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- f. **Acceptance of Construction Work for the OCTA Bus Pad - Northbound Kraemer Boulevard at Chapman Avenue Project**
Financial Impact: Expense: \$32,450.00
Offsetting Revenue: AB2766 Funding - \$32,450.00
Budgeted: \$32,540.00 (Account No.: 333552-6185 J/L 61058, Construction Capital Projects)
Recommended Action: It is recommended that the City Council:
 - 1) Accept contract work performed by CJ Construction, Inc., for construction of the OCTA Bus Pad – Northbound Kraemer at Chapman Avenue Project in the total amount of \$32,450.00
 - 2) Authorize the City Clerk to file a Notice of Completion with the Orange County Clerk Recorder’s Office for the project
 - 3) Authorize the City Engineer to release retention funds in accordance with the terms of the contract

- g. **Participation in Office of Traffic Safety Funded Grant - "Avoid the 26" – Orange County Driving Under the Influence Task Force**
Financial Impact: Expense: \$25,000.00 (Account No.: 103041-5015)
 Offsetting Revenue: \$25,000.00 (Account No.: 103000-4201)
 Unbudgeted: \$25,000
Recommended Action: It is recommended that the City Council:
 1) Approve a Memorandum of Understanding with the City of Anaheim related to the Office of Traffic Safety Grant (No. 20656)
 2) Direct the Chief of Police to execute all grant related agreements with the City of Anaheim in relation to this grant
 3) Adopt Resolution No. R-2011-46, a Resolution of the City Council of the City of Placentia Authorizing a Budget Amendment in Fiscal Year 2011-12 in the Aggregate Amount of \$25,000.00 in Compliance with City Charter §§ 1206 and 1209 Pertaining to Appropriations for Actual Expenditures
- h. **Budget Amendments for Fiscal Year 2010-11 Year End Close**
Financial Impact: Expense: \$2,258,044.00
 Budgeted: \$2,258,044.00
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2011-47, a Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2010-11 in the aggregate amount of \$2,258,044.00 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- i. **City Council Approval of Amendment No. 2 to City Administrator Employment Agreement**
Financial Impact: To be determined
Recommended Action: It is recommended that the City Council:
 1) Approve the attached Amendment No. 2 to the City Administrator Employment Agreement and authorize the Mayor to execute the same
- j. **Consideration of Amendment to Agreement Between the City of Placentia and Golden State Water Company for Billing Services**
Financial Impact: Expense: \$37,200.00
 Offsetting Revenue: \$37,200.00
Recommended Action: It is recommended that the City Council:
 1) Approve the Billing Services Agreement with Golden State Water Company to provide for the collection of sanitary sewer fees
 2) Authorize the Mayor to execute the Billing Services Agreement and Form No. 24 Confidentiality and Non-Disclosure Agreement on behalf of the City, in a form approved by the City Attorney

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 Transferring Inspection and Enforcement Responsibility Pursuant to the Mobilehome Parks Act and Special Occupancy Parks Act from the City of Placentia to the California Department of Housing and Community Development**

Financial Impact: Nominal savings if approved

Recommended Action: It is recommended that the City Council:

- 1) Conduct second reading by title only and adopt, Ordinance O-2011-11, an Ordinance of the City Council of the City of Placentia, California, authorizing notification to the California Department of Housing and Community Development for the cancellation of enforcement responsibility pursuant to the California Mobilehome Parks Act and the California Special Occupancy Parks Act

AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS: None

AGENCY NEW BUSINESS: None

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 October 18, 2011.

*In
Memory
of
Ronald Wanke
Great Uncle of Councilmember Chad Wanke*

*Peggy Wanke
Great Aunt of Councilmember Chad Wanke*

*Salvatore Piraino
Long Time Placentia Resident*

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 October 4, 2011, meetings of the City Council, Redevelopment Agency, and Industrial Commercial Development Authority was posted on September 29, 2011.

Tania Moreno, Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES – EXECUTIVE SESSION
September 20, 2011
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor/Board Chair Nelson called the meeting to order at 5:33 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS: None

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – Three (3) 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
 - c. People of the State of California and City of Placentia v. Doris M. Zavala, et al., Orange County Superior Court No. 30-2011-00450556
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

RDA: None

ICDA: None

RECESS: The City Council/Redevelopment Agency/ICDA recessed to the Regular Meeting at 7:00 p.m.

CALL TO ORDER:

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

STAFF PRESENT: City Administrator/Executive Director, Troy L. Butzlaff; Deputy City Attorney/Agency Counsel, Ralph Hanson; 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 Chief of Police, Ward Smith; Neighborhood Services Coordinator, Jeannette Ortega; Deputy Director of

Community Services, Jon Nicks; Management Analyst, Maggie Le; Deputy City Clerk, Tania Moreno

INVOCATION: Gary Drabek, Police Chaplain

PLEDGE OF ALLEGIANCE: Mayor Nelson

PRESENTATION:

- a. Recognition for Years of Service to Placentia Police Department and City of Placentia to Police Chaplain Edward P. Faulk and Police Chaplain Richard Kryder
Presenter: Chief of Police Hicks
Recipient: Police Chaplain Edward P. Faulk and Police Chaplain Richard Kryder
- b. Proclamation Designating the Week of September 17-23, 2011, as Constitution Week, in Placentia, California
Presenter: Mayor Nelson
Recipients: Carol Feola, National Society Daughters of the American Revolution
- c. Update on OC Bridges Project
Presenter: Tresa Oliveri, OCTA Senior Communications Specialist

OCTA Senior Communications Specialist Tresa Oliveri provided a brief presentation regarding the upcoming Bridges Project. A brief video was presented to City Council, Staff and the public.

Discussion ensued among Council, City Staff and OCTA Senior Communications Specialist Tresa Oliveri.

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

CITY ADMINISTRATOR REPORT: City Administrator Butzlaff reported on the following items: Announced upcoming Joint Town Hall Meeting on October 3, 2011 at 6:00 p.m. He announced an upcoming Neighborhood Conversation Meeting on October 6, 2011 at 6:00 p.m. at the Tynes Gymnasium.

ORAL COMMUNICATIONS:

Pat Buttress, Southern California Edison Representative, presented the Southern California Edison Resolution of Appreciation to the City.

Jeff Buchanan, resident, spoke regarding the differences between an easement and a dedication. He expressed his concerns regarding the street trees assessment district.

Erin Lee, Placentia Chamber of Commerce, invited all present to an upcoming Placentia Chamber Golf Tournament event on September 26, 2011 at 11:00 a.m.

Greg Sowards, Placita Downtown Merchant Association Representative, thanked the City for their support in facilitating the Association's last meeting. He spoke regarding the upcoming OC Bridges Project. He invited the City Council and public to attend the Placita Downtown Merchant Association meetings.

Craig Green, resident, expressed his concerns regarding item 4.f.

Eileen Cirillo, Mobilehome Parks Representative, spoke in support of adopting Ordinance O-2011-11.

David Ramos, resident, expressed his concerns regarding the dangers of driving bikes on sidewalks and the need to educate the community.

Patricia Jertberg, Placentia Historical Committee Emeritus, presented the Placentia History Room Report.

Lisa Quental, Placentia Founders Society, announced the 110th Anniversary of the Bradford House Construction event, Art Gallery Exhibit event and the 25th Anniversary of the Placentia Founder's Society event.

CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:

Councilmember Wanke commented and reported as follows: Mayor Pro Tem Yamaguchi and he attended the Placentia Community Network meeting. He attended the Orange County Vector Control Committee meeting , a meeting held by Assemblymember Ed Royce's office, a meeting held by Assemblymember Gary Miller's office, and the Orange County Supervisors meeting. He participated in a Police Department ride a-long.

Councilmember Aguirre commented and reported as follows: Announced upcoming Shred-it event on October 1, 2011 and the Adjourned Joint Town Hall meeting on October 3, 2011 at 6:00 pm. He attended the 9/11 Observance Memorial event hosted by the American Legion. He congratulated the Placentia Explorers on their recent competition participation achievements.

Mayor Pro Tem Yamaguchi commented and reported as follows: Attended the Orange County Water Summit and the Fourth District City Council meeting hosted by Orange County Supervisor Nelson. He congratulated Yorba Linda Cancer Center on their grand opening in the City. He attended the 9/11 Observance Memorial event hosted by the American Legion and the Orange County Vector Control District meeting. He thanked Veronica Harlan for her years of service and wished her the best in her new endeavors. He thanked Southern California Edison for the recognition and for their work in the City.

Mayor Nelson commented and reported as follows: Attended the 9/11 Observance Memorial event. He expressed his support on the OC Bridges Project and the importance of keeping the public informed. He announced the Joint Town Hall Meeting on October 3, 2011. He spoke regarding item 4.c. He attended the Annual Tee it Up for the Troops Golf Tournament. He announced that he would be attending the Annual California League Conference. He noted that League of Cities had their elections.

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

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.g.

COUNCIL/AGENCY/ICDA CONSENT CALENDAR:

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

Financial Impact: None

Recommended Action: Approve

(APPROVED 4 – 0 – 1, as recommended)

- b. **Minutes**
City Council/RDA/ICDA Regular Meeting – August 16, 2011
Recommended Action: Approve
(APPROVED 4 – 0 – 1, as recommended)
- c. **City Fiscal Year 2011-2012 Warrant Register for August 17, 2011 Through September 20, 2011**
Financial Impact: \$1,550,467.16
Recommended Action: Approve
(APPROVED 4 – 0 – 1, as recommended)
- d. **Agency Fiscal Year 2011-2012 Warrant Register for August 17, 2011 Through September 20, 2011**
Financial Impact: \$19,212.46
Recommended Action: Approve
(APPROVED 4 – 0 – 1, as recommended)

COUNCIL CONSENT CALENDAR:

- e. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Heritage Festival and Parade Scheduled for October 15, 2011**
Financial Impact: None
Recommended Action: It is recommended that the City Council:
 - 1) Adopt Resolution No. R-2011-42, a Resolution of the City Council of the City of Placentia authorizing the temporary suspension of Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the City of Placentia Heritage Festival and Parade on Saturday, October 15, 2011**(APPROVED 4 – 0 – 1, as recommended)**
- f. **Approval of Plans and Specifications and Award of Construction to Century Paving Incorporated, for the Placentia Parking Lot at 329 and 333 West Santa Fe Avenue Improvement Project**
Financial Impact: Expense: \$67,445.40 for construction
Offsetting revenue: \$47,945.40 CFD, \$19,500.00 ARRA EECBG Funds
Budgeted: \$75,000.00 (Account No.: 333554-6185 J/L 61063)
Recommended Action: It is recommended that the City Council:
 - 1) Reject the low bid
 - 2) Approve plans and specifications prepared by Willdan Engineering dated July 11, 2011, for the Placentia Parking Lot 329 and 333 West Santa Fe Avenue Improvement Project
 - 3) Award construction contract to the lowest responsive and responsible bidder, Century Paving Incorporated, for an amount not to exceed \$61,314.00
 - 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 aggregate 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**(APPROVED 4 – 0 – 1, as recommended)**

g. **Ratification of Change Order to CJ Construction, Inc., for Construction of Bus Pad – Northbound Kraemer Boulevard at Chapman Avenue Project**

Financial Impact: Expense: \$9,500.00

Offsetting Revenue: \$9,500.00 AB2766

Budgeted: \$9,500.00 (Account No.: 333552-6185 J/L 61058)

Recommended Action: It is recommended that the City Council:

- 1) Approve a contract change order to CJ Construction, Inc., in the amount of \$9,500.00 for the Bus Pad at Northbound Kraemer Boulevard at Chapman Avenue, for a total contract amount to CJ Construction, Inc., of \$32,450.00

(APPROVED 4 – 0 – 1, as recommended)

AGENCY CONSENT CALENDAR: None

ICDA CONSENT CALENDAR: None

2. PUBLIC HEARINGS:

COUNCIL/AGENCY/ICDA: None

COUNCIL:

a. **Fiscal Year 2011-12 Supplemental Law Enforcement Services Fund (SLESF Grant) – Approval of Future Expenditure Plan**

Financial Impact: Expense \$100,000.00

Offsetting Revenue: \$100,000.00

Budgeted: \$0

Unbudgeted: \$100,000.00

Recommended Action: It is recommended that the City Council:

- 1) Open the hearing, receive public testimony, close public hearing
- 2) Adopt Resolution No. R-2011-43, a Resolution of the City Council of the City of Placentia, California, approving the recommended Expenditure Plan for the Supplemental Law Enforcement Services Fund

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief introduction of the item.

Chief of Police Hicks provided a brief review on item 2.a.

Mayor Nelson opened the public hearing at 8:20 p.m.

Mayor Nelson closed the public hearing at 8:21 p.m.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Aguirre, and carried (4 – 0 – 1) adopt Resolution No. R-2011-43, a Resolution of the City Council of the City of Placentia, California, approving the recommended Expenditure Plan for the Supplemental Law Enforcement Services Fund.

AYES: Aguirre, Wanke, Yamaguchi, Nelson

NOES: None

ABSENT: Underhill

AGENCY: None

ICDA: None

3. OLD BUSINESS:

COUNCIL/AGENCY/ICDA OLD BUSINESS: None

COUNCIL OLD BUSINESS: None

AGENCY OLD BUSINESS: None

ICDA OLD BUSINESS: None

4. NEW BUSINESS:

COUNCIL/AGENCY/ICDA NEW BUSINESS: None

COUNCIL NEW BUSINESS:

a. Approval of the Purchase of a Mobile Command Vehicle

Financial Impact: Expense: \$64,819.44 (Fiscal Year 2011-12)

Offsetting Revenue: \$0

Budgeted: \$65,000.00 (Account No.: 333558-6842/61106)

Total expenditure over 48 month term: \$259,277.76

Recommended Action: It is recommended that the City Council:

- 1) Approve acquisition of the Mobile Command Vehicle from Meridian Specialty Vehicles in an amount not to exceed \$242,00.00 (plus interest over 48 months = \$259,277.76)
- 2) Approve a 48 month term lease through Municipal Leasing Consultants from the lowest bid received with desired terms, Pinnacle Public, in the amount of \$5,401.62 per month (based on an interest rate of 3.57%)
- 3) Authorize the City Administrator to execute all documents necessary to effectuate this action

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief staff report of 4.a. item. A substitute agenda report was provided to City Council and Staff.

Chief of Police Hicks noted that the average lifespan of the vehicle is 8-10 years.

Discussion ensued among Council and City Staff regarding this item. They discussed additional lease details and the warranty on the vehicle.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Yamaguchi, and carried (4 – 0 – 1) to approve acquisition of the Mobile Command Vehicle from Meridian Specialty Vehicles in an amount not to exceed \$242,00.00 (plus interest over 48 months = \$259,277.76), approve a 48 month term lease through Municipal Leasing Consultants from the lowest bid received with desired terms, Pinnacle Public, in the amount of \$5,401.62 per month (based on an interest rate of 3.57%), and authorize the City Administrator to execute all documents necessary to effectuate this action.

AYES: Aguirre, Wanke, Yamaguchi, Nelson

NOES: None

ABSENT: Underhill

b. **Establishing a Procedure for Setting the Date, Time and Location of City Committee Meetings**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-44, a Resolution of the City Council of the City of Placentia, establishing a procedure for setting the date, time and location of meetings of City Committees

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.b.

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Mayor Nelson, seconded by Mayor Pro Tem Yamaguchi, and carried (4 – 0 – 1) adopt Resolution No. R-2011-44, a Resolution of the City Council of the City of Placentia, establishing a procedure for setting the date, time and location of meetings of City Committees.

AYES: Aguirre, Wanke, Yamaguchi, Nelson

NOES: None

ABSENT: Underhill

c. **First Reading and Introduction of an Ordinance Transferring Inspection and Enforcement Responsibility Pursuant to the Mobilehome Parks Act and Special Occupancy Parks Act from the City of Placentia to the California Department of Housing and Community Development**

Financial Impact: Nominal savings if approved

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, reading by title only, and introduce for first reading, Ordinance O-2011-11, an Ordinance of the City Council of the City of Placentia, California, authorizing notification to the California Department of Housing and Community Development for the cancelation of enforcement responsibility pursuant to the California Mobilehome Parks Act and the California Special Occupancy Parks Act

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.c.

Discussion ensued among Council and City Staff regarding this item. They discussed the transferring of the inspection and enforcement responsibility to the California Department of Housing and Community Development.

Assistant City Administrator Domer provided a brief staff report on item 4.a.

Eileen Cirillo, Mobilehome Park Representative, spoke in support of transferring the responsibility to the State of California.

Deputy City Attorney Hanson read title of Ordinance O-2011-11.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (4 – 0 – 1) to introduce for first reading, Ordinance O-2011-11, an Ordinance of the City Council of the City of Placentia, California, authorizing notification to the California Department of Housing and Community Development for the cancelation of enforcement

responsibility pursuant to the California Mobilehome Parks Act and the California Special Occupancy Parks Act.

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

d. **Purchase of Business License Software**

Financial Impact: Expense: \$43,790.00

Budgeted: \$45,000.00 (Account No.: 333523-6899 J/L 30018)

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of a Business License System from HdL Software, LLC
- 2) Authorize the City Administrator to execute a professional service agreement, in a form acceptable to the City Attorney, with HdL Software, LLC in an amount not to exceed \$43,790.00

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief introduction of item 4.d.

Management Analyst Le provided a brief staff report on item 4.d. She noted that the current business licenses software is outdated and provided the benefits of the proposed software.

Discussion ensued among Council and City Staff regarding this item. They discussed the life span of the business license software, the maintenance services provided by HdL Software LLC, and the backup capabilities of the data.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Aguirre, and carried (4 – 0 – 1) to approve the purchase of a Business License System from HdL Software, LLC and authorize the City Administrator to execute a professional service agreement, in a form acceptable to the City Attorney, with HdL Software, LLC in an amount not to exceed \$43,790.00.

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

e. **Award of Contract for Telecommunications Provider Services – Time Warner Communications**

Financial Impact:

Expense: \$30,960.00

Budgeted: \$160,000.00 (Account No.: 431010-6215)

Recommended Action: It is recommended that the City Council:

- 1) Approve a contract with Time Warner Communications in an amount not to exceed \$30,960.00 annually with a five (5) year contract term
- 2) Authorize the City Administrator to execute a services agreement, in a form acceptable to the City Attorney, with Time Warner Communications

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief staff report on item. 4.e. and Staff recommendations.

Discussion ensued among Council and City Staff regarding this item.

A motion was made by Councilmember Aguirre, seconded by Mayor Pro Tem Yamaguchi, and carried (4 – 0 – 1) to approve a contract with Time Warner Communications in an amount not to exceed \$30,960.00 annually with a five (5) year contract term and authorize the City Administrator to execute a services agreement, in a form acceptable to the City Attorney, with Time Warner Communications.

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

f. **Introduction and Adoption of an Urgency Ordinance Determining to Comply with the Alternative Voluntary Redevelopment Program Pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in Order to Permit the Continued Existence and Operation of the Redevelopment Agency of the City of Placentia**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, reading by title only, introduce for first reading and adopt, Ordinance O-2011-10, an Urgency Ordinance of the City Council of the City of Placentia, California, determining to comply with the Alternative Voluntary Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Redevelopment Agency of the City of Placentia

(APPROVED 4 – 0 – 1)

Deputy City Attorney Hanson provided a brief staff report on item 4.f. He noted that the recent bill passed to eliminate Redevelopment Agencies and the voluntary pay. He spoke regarding the recent lawsuit filed with the California Supreme Court and the need to comply with the deadlines. He noted that the Urgency Ordinance is not a policy decision.

Deputy City Attorney Hanson read title of Ordinance O-2011-10.

Discussion ensued among Council, City Staff and Deputy City Attorney Hanson regarding this item. They discussed various sections of the Urgency Ordinance and the need to wait for the decisions of the California Supreme Court.

Deputy City Attorney Hanson recommended amending Ordinance O-2010-10 by deleting “/or” of Article B Section 4.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (4 – 0 – 1) to waive full reading, reading by title only, introduce for first reading and adopt, Ordinance O-2011-10, an Urgency Ordinance of the City Council of the City of Placentia, California, determining to comply with the Alternative Voluntary Redevelopment Program pursuant to Part 1.9 of Division 24 of the California Health and Safety Code in order to permit the continued existence and operation of the Redevelopment Agency of the City of Placentia with the amendment made by the City Attorney.

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

AGENCY NEW BUSINESS:

g. **Amendment of Rehabilitation Loan Documents with Orange County Community Housing Corporation in Exchange for Increased Affordability at 415 and 420 Ramona Street**

Financial Impact: Expense: \$0

Future Revenue Reduction: \$45,000.00

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. RA-2011-12, a Resolution of the Redevelopment Agency, of the City of Placentia making certain findings with respect to amending and restating loan documents for 415 and 420 Ramona Street
- 2) Authorize the Executive Director to execute the Amended and Restated Promissory Note, Deed of Trust and Assignment of Rents, and Declaration of Covenants, Conditions and Restrictions for Property as approved to form by Agency Counsel
- 3) Approve the forgivable loan structure in exchange for an additional 25 years of affordability for the two properties located at 415 and 420 Ramona Street

(APPROVED 4 – 0 – 1, as recommended)

City Administrator Butzlaff provided a brief staff report on item 4.g.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (4 – 0 – 1) to adopt Resolution No. RA-2011-12, a Resolution of the Redevelopment Agency, of the City of Placentia making certain findings with respect to amending and restating loan documents for 415 and 420 Ramona Street, authorize the Executive Director to execute the Amended and Restated Promissory Note, Deed of Trust and Assignment of Rents, and Declaration of Covenants, Conditions and Restrictions for Property as approved to form by Agency Counsel, and approve the forgivable loan structure in exchange for an additional 25 years of affordability for the two properties located at 415 and 420 Ramona Street.

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

ICDA NEW BUSINESS: None

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Nelson announced the October 3, 2011 Town Hall Meeting at City Hall.

Councilmember Wanke noted that he would not be attending the October 3, 2011 meeting.

ADJOURNMENT:

The City Council/Redevelopment Agency/ICDA Board of Directors adjourned at 9:07 p.m. to a Adjourned Town Hall meeting on October 3, 2011.

PATRICK J. MELIA, CITY CLERK/AGENCY SECRETARY

ATTEST:

SCOTT W. NELSON, MAYOR/AGENCY CHAIR

**City of Placentia
Warrant Register
For 10/4/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO#	Check #	Check Date
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Grand Total: 3,623,689.94

Warrant Totals by ID

AP	3,556,029.22
EP	67,660.72
IP	0.00
OP	0.00

Fund Name	<u>Warrant Totals by Fund</u>
101-General Fund	1,456,323.39
225-Asset Seizure	313.17
260-Street Lighting District	30,825.18
265-Landscape Maintenance	1,707.39
275-Sewer Maintenance	1,296.54
401-City Capital Projects	40,754.85
501-Refuse Administration	428,568.57
505-CNG Fueling Station	2,788.70
601-Employee Health & Welfare	224,163.90
605-Risk Management	70,721.11
615-Information Technology	18,771.13
620-Citywide Services	62,871.08
701-Special Deposits	15,490.93
715-Community Facilities District	28,393.00

Warrant Total: 2,382,988.94

Void Total: 1,240,701.00
Warrant Total: 2,382,988.94

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

1c
October 4, 2011

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002694	09/26/2011
				Vendor Total:	258.00				
EP	ALDWIR, MAMOUN E000113	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,162.41	OCTOBER 11		00002695	09/26/2011
				Vendor Total:	1,162.41				
EP	ANDERSON, MARLA E000071	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002696	09/26/2011
				Vendor Total:	882.00				
EP	ARMSTRONG, JOHN T E000046	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,084.00	OCTOBER 11		00002697	09/26/2011
				Vendor Total:	1,084.00				
EP	BABCOCK, CHARLES A E000015	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	393.00	OCTOBER 11		00002698	09/26/2011
				Vendor Total:	393.00				
EP	BEALS, SHARLENE E000076	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002699	09/26/2011
				Vendor Total:	258.00				
EP	BONESCHANS, DENNIS E000020	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002700	09/26/2011
				Vendor Total:	258.00				
EP	BUNNELL, DONALD E000062	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002701	09/26/2011
				Vendor Total:	624.00				
EP	BURGNER, ARTHUR E000074	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002702	09/26/2011
				Vendor Total:	624.00				
EP	CHANDLER, JOHN P E000109	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	830.00	OCTOBER 11		00002703	09/26/2011

City of Placentia
Warrant Register
For 09/27/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	830.00				
EP	CHANG, ROBERT E000107	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,178.00	OCTOBER 11		00002704	09/26/2011
				Vendor Total:	1,178.00				
EP	CHRISTIAN, SHIRLEY E000012	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002705	09/26/2011
				Vendor Total:	882.00				
EP	COBBETT, GEOFFREY E000007	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	753.00	OCTOBER 11		00002706	09/26/2011
				Vendor Total:	753.00				
EP	COOK, ARLENE M E000018	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002707	09/26/2011
				Vendor Total:	624.00				
EP	D'AMATO, ROBERT E000056	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002708	09/26/2011
				Vendor Total:	882.00				
EP	DAVID, PRESTON E000112	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	869.24	OCTOBER 11		00002709	09/26/2011
				Vendor Total:	869.24				
EP	DELOS SANTOS, JAMIE E000045	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002710	09/26/2011
				Vendor Total:	882.00				
EP	DICKSON, ROBERTA JO E000011	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002711	09/26/2011
				Vendor Total:	258.00				
EP	DOWNEY, CAROL E000082	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002712	09/26/2011
				Vendor Total:	624.00				
EP	DURNIL, RODNEY	OCT MEDICAL REIMBURSEMENT	395083-5161	R092211	869.24	OCTOBER 11		00002713	09/26/2011

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000036		Health Insurance Premiums						
				Vendor Total:	869.24				
EP	ELSTRO, ANN M E000027	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002714	09/26/2011
				Vendor Total:	624.00				
EP	ESCOBOSA, LILLIAN E000055	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002715	09/26/2011
				Vendor Total:	624.00				
EP	ESPINOZA, ROSALINDA E000016	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	387.00	OCTOBER 11		00002716	09/26/2011
				Vendor Total:	387.00				
EP	FIGUEROA, DANIEL E000057	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	380.62	OCTOBER 11		00002717	09/26/2011
				Vendor Total:	380.62				
EP	FISCHER, HAROLD A E000023	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002718	09/26/2011
				Vendor Total:	624.00				
EP	FRICKE, JUERGEN E000075	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	684.00	OCTOBER 11		00002719	09/26/2011
				Vendor Total:	684.00				
EP	FULLER, GLENN H E000081	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	789.00	OCTOBER 11		00002720	09/26/2011
				Vendor Total:	789.00				
EP	GALLANT, KAREN E000008	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002721	09/26/2011
				Vendor Total:	882.00				
EP	GARNER, JO ANN E000047	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002722	09/26/2011
				Vendor Total:	624.00				

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GARNER, KITTY E000080	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002723	09/26/2011
				Vendor Total:	882.00				
EP	GISLER, ROGER C E000066	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	869.24	OCTOBER 11		00002724	09/26/2011
				Vendor Total:	869.24				
EP	GOMEZ, DANIEL E000049	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	753.00	OCTOBER 11		00002725	09/26/2011
				Vendor Total:	753.00				
EP	GRIMM, DENNIS L E000042	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	398.00	OCTOBER 11		00002726	09/26/2011
				Vendor Total:	398.00				
EP	HOCH, ELEANOR M E000078	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002727	09/26/2011
				Vendor Total:	258.00				
EP	ICMA RETIREMENT TRUST V000496	P/E 9/17/11 PD DATE 9/23/11	0010-2170 Deferred Comp Payable - ICMA	PY11019	6,966.78	2995/1101019		00002693	09/23/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/17/11 PD DATE 9/23/11	0029-2170 Deferred Comp Payable - ICMA	PY11019	64.50	2995/1101019		00002693	09/23/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/17/11 PD DATE 9/23/11	0048-2170 Deferred Comp Payable - ICMA	PY11019	106.75	2995/1101019		00002693	09/23/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/17/11 PD DATE 9/23/11	0037-2170 Deferred Comp Payable - ICMA	PY11019	109.51	2995/1101019		00002693	09/23/2011
EP	ICMA RETIREMENT TRUST V000496	P/E 9/17/11 PD DATE 9/23/11	0043-2170 Deferred Comp Payable - ICMA	PY11019	50.00	2995/1101019		00002693	09/23/2011
				Vendor Total:	7,297.54				
EP	IRVINE, SUZETTE E000019	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	753.00	OCTOBER 11		00002728	09/26/2011
				Vendor Total:	753.00				
EP	JENKINS, ROBERT	OCT MEDICAL REIMBURSEMENT	395083-5161	R092211	789.00	OCTOBER 11		00002729	09/26/2011

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000084		Health Insurance Premiums						
				Vendor Total:	789.00				
EP	JOHNSON, SHARON E000099	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002730	09/26/2011
				Vendor Total:	624.00				
EP	JONES, ROBERT E000053	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	229.88	OCTOBER 11		00002731	09/26/2011
				Vendor Total:	229.88				
EP	JUDD, TERRELL E000115	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,162.41	OCTOBER 11		00002732	09/26/2011
				Vendor Total:	1,162.41				
EP	KIRKLAND, RICHARD L E000110	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	387.00	OCTOBER 11		00002733	09/26/2011
				Vendor Total:	387.00				
EP	LABORDE, JOHN G E000039	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002734	09/26/2011
				Vendor Total:	624.00				
EP	LITTLE, DIANE M E000098	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	398.00	OCTOBER 11		00002735	09/26/2011
				Vendor Total:	398.00				
EP	LOWREY, B.J E000041	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	283.00	OCTOBER 11		00002736	09/26/2011
				Vendor Total:	283.00				
EP	MANNING, VEDA M E000063	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002737	09/26/2011
				Vendor Total:	258.00				
EP	MARMOLEJO, PACO E000068	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,178.00	OCTOBER 11		00002738	09/26/2011
				Vendor Total:	1,178.00				

City of Placentia
Warrant Register
For 09/27/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	MILANO, JAMES E000054	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002739	09/26/2011
				Vendor Total:	624.00				
EP	MILLER, RICHARD E000106	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	830.00	OCTOBER 11		00002740	09/26/2011
				Vendor Total:	830.00				
EP	MONTOOTH, MARLENE E000021	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002741	09/26/2011
				Vendor Total:	258.00				
EP	MOORE, LARRY W E000044	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,178.00	OCTOBER 11		00002742	09/26/2011
				Vendor Total:	1,178.00				
EP	NISSEN, JANICE E000073	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002743	09/26/2011
				Vendor Total:	258.00				
EP	OLEA, ARLENE J E000014	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,178.00	OCTOBER 11		00002744	09/26/2011
				Vendor Total:	1,178.00				
EP	ORTEGA, MANUEL E E000100	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002745	09/26/2011
				Vendor Total:	624.00				
EP	PALMER, GEORGE E000094	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	830.00	OCTOBER 11		00002746	09/26/2011
				Vendor Total:	830.00				
EP	PASCUA, RAYNALD E000114	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,178.00	OCTOBER 11		00002747	09/26/2011
				Vendor Total:	1,178.00				
EP	PASPALL, MIHAJLO E000085	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	567.76	OCTOBER 11		00002748	09/26/2011

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	567.76				
EP	PEREZ, ROBERT E000111	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	229.88	OCTOBER 11		00002749	09/26/2011
				Vendor Total:	229.88				
EP	PICHON, WALTER E000103	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	290.00	OCTOBER 11		00002750	09/26/2011
				Vendor Total:	290.00				
EP	POWELL, EDWIN T E000060	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002751	09/26/2011
				Vendor Total:	258.00				
EP	REDIFER, KIM R E000022	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	830.00	OCTOBER 11		00002752	09/26/2011
				Vendor Total:	830.00				
EP	RENDEN, BRIAN E000083	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,095.00	OCTOBER 11		00002753	09/26/2011
				Vendor Total:	1,095.00				
EP	REYES, ROGER T E000024	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	753.00	OCTOBER 11		00002754	09/26/2011
				Vendor Total:	753.00				
EP	RICE, RUSSELL J E000059	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	879.00	OCTOBER 11		00002755	09/26/2011
				Vendor Total:	879.00				
EP	RISHER, THOMAS A E000013	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	753.00	OCTOBER 11		00002756	09/26/2011
				Vendor Total:	753.00				
EP	RITCHIE, SYLVIA E000072	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002757	09/26/2011
				Vendor Total:	624.00				
EP	RIVERA, AIDA	OCT MEDICAL REIMBURSEMENT	395083-5161	R092211	258.00	OCTOBER 11		00002758	09/26/2011

City of Placentia
Warrant Register
For 09/27/2011

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000026		Health Insurance Premiums						
				Vendor Total:	258.00				
EP	ROACH, MICHAEL E000105	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,084.00	OCTOBER 11		00002759	09/26/2011
				Vendor Total:	1,084.00				
EP	ROBB, SANDRA E000043	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	753.00	OCTOBER 11		00002760	09/26/2011
				Vendor Total:	753.00				
EP	ROBERTSON, JAMES S E000093	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	267.88	OCTOBER 11		00002761	09/26/2011
				Vendor Total:	267.88				
EP	RODARTE, JOE R E000034	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	670.00	OCTOBER 11		00002762	09/26/2011
				Vendor Total:	670.00				
EP	ROKOSZ, KEN A E000035	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	380.62	OCTOBER 11		00002763	09/26/2011
				Vendor Total:	380.62				
EP	ROSE, RICHARD D E000050	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	990.00	OCTOBER 11		00002764	09/26/2011
				Vendor Total:	990.00				
EP	ROWLEY, KENNETH E000091	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	393.00	OCTOBER 11		00002765	09/26/2011
				Vendor Total:	393.00				
EP	SALE, LEE R E000031	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002766	09/26/2011
				Vendor Total:	882.00				
EP	SANCHEZ, LAURA E000058	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Pr emiums	R092211	258.00	OCTOBER 11		00002767	09/26/2011
				Vendor Total:	258.00				

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EP	SANGOLUISA, ZORA G E000048	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	258.00	OCTOBER 11		00002768	09/26/2011
				Vendor Total:	258.00				
EP	SCHULTZ, DANIEL E000070	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	387.00	OCTOBER 11		00002769	09/26/2011
				Vendor Total:	387.00				
EP	SOMOYA, JOHN P E000089	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	770.00	OCTOBER 11		00002770	09/26/2011
				Vendor Total:	770.00				
EP	SOTO, PHILIP J E000052	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002771	09/26/2011
				Vendor Total:	624.00				
EP	SPRAGUE, GARY A E000064	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,084.00	OCTOBER 11		00002772	09/26/2011
				Vendor Total:	1,084.00				
EP	TAYLOR, DAVID M E000088	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	830.00	OCTOBER 11		00002773	09/26/2011
				Vendor Total:	830.00				
EP	THOMANN, DARYLL L E000101	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002774	09/26/2011
				Vendor Total:	624.00				
EP	TOTH, STEVE E000067	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	770.00	OCTOBER 11		00002775	09/26/2011
				Vendor Total:	770.00				
EP	TRIFOS, WILLIAM E000104	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,095.00	OCTOBER 11		00002776	09/26/2011
				Vendor Total:	1,095.00				
EP	VAN HOUTEN, BROOKS E000028	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	624.00	OCTOBER 11		00002777	09/26/2011

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				Vendor Total:	624.00				
EP	VERSTYNEN, WILLIAM E000092	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	387.00	OCTOBER 11		00002778	09/26/2011
				Vendor Total:	387.00				
EP	WAHL, KATHLEEN A E000030	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	387.00	OCTOBER 11		00002779	09/26/2011
				Vendor Total:	387.00				
EP	WIEST, STEPHEN E000079	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002780	09/26/2011
				Vendor Total:	882.00				
EP	WORDEN, LARRY M E000116	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	1,095.00	OCTOBER 11		00002781	09/26/2011
				Vendor Total:	1,095.00				
EP	ZAMORA, JERRY E000037	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	830.00	OCTOBER 11		00002782	09/26/2011
				Vendor Total:	830.00				
EP	ZINN, JOHN E000009	OCT MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R092211	882.00	OCTOBER 11		00002783	09/26/2011
				Vendor Total:	882.00				
				Type Total:	67,660.72				
MW OH	A-1 AUTO BODY AND TOWI V005848	JUNE CSUFPD TOWING SERVICES	103041-6181 / 50208-6181 Towing Services	TK0926A	495.00	JUNE 11 CSUF1	P05380	00074116	10/04/2011
MW OH	A-1 AUTO BODY AND TOWI V005848	JUNE TOWING SERVICES	103041-6181 Towing Services	TK0926A	7,045.50	JUNE 11	P05381	00074116	10/04/2011
				Vendor Total:	7,540.50				
MW OH	ABBA TERMITE & PEST CO V000087	BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK0926A	180.00	17490B	P05426	00074117	10/04/2011
MW OH	ABBA TERMITE & PEST CO V000087	BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK0926A	180.00	17491B	P05426	00074117	10/04/2011

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				Vendor Total:	360.00				
MW OH	ABBIT, JEFF V006201	HERITAGE ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	TK0926A	495.00	091911	P05884	00074118	10/04/2011
				Vendor Total:	495.00				
MW OH	ALARM CENTRAL INC. V006825	JULY ALARM MONITORING	433654-6127 Alarm Monitoring	TK0926A	1,134.00	R23033	P05542	00074119	10/04/2011
				Vendor Total:	1,134.00				
MW OH	ALEXANDER, KENNETH V003107	ACT-REG,MEAL,MILEAGE	103041-6250 Staff Training	TK0926A	55.44	4369	P05832	00074120	10/04/2011
				Vendor Total:	55.44				
MW OH	ALL STAR AWARDS V007229	HERITAGE 21" TROPHY	0044-2067 / 79392-2067 Heritage Committee	TK0926A	47.70	95805	P05851	00074121	10/04/2011
MW OH	ALL STAR AWARDS V007229	HERITAGE 36" TROPHY	0044-2067 / 79392-2067 Heritage Committee	TK0926A	98.20	95805	P05851	00074121	10/04/2011
MW OH	ALL STAR AWARDS V007229	TAX	0044-2067 / 79392-2067 Heritage Committee	TK0926A	30.28	95805	P05851	00074121	10/04/2011
MW OH	ALL STAR AWARDS V007229	HERITAGE 21" TROPHY	0044-2067 / 79392-2067 Heritage Committee	TK0926A	148.40	95805	P05851	00074121	10/04/2011
MW OH	ALL STAR AWARDS V007229	HERITAGE 24" TROPHY	0044-2067 / 79392-2067 Heritage Committee	TK0926A	96.40	95805	P05851	00074121	10/04/2011
				Vendor Total:	420.98				
MW OH	ANAHEIM FULLERTON TOW V006631	JUNE TOWING SERVICES	103041-6181 Towing Services	TK0926A	5,486.25	JUNE 11	P05382	00074122	10/04/2011
				Vendor Total:	5,486.25				
MW IP	AT & T V006635	AUG LONG DISTANCE CHARGES	431010-6215 Telephone	ITK0914A	6.24	082511		00074065	09/15/2011
				Vendor Total:	6.24				
MW IP	AT&T V004144	AUG PHONE CHARGES	296561-6215 Telephone	ITK0914A	76.74	082511		00074066	09/15/2011
MW IP	AT&T	AUG PHONE CHARGES	431010-6215	ITK0914A	1,509.56	082511		00074066	09/15/2011

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	V004144		Telephone						
MW IP	AT&T V004144	JULY PHONE CHARGES	431010-6215 Telephone	ITK0921A	2,054.33	090611		00074082	09/22/2011
MW IP	AT&T V004144	JULY PHONE CHARGES	296561-6215 Telephone	ITK0921A	46.43	090611		00074082	09/22/2011
Vendor Total:					3,687.06				
MW OH	ATHENS SERVICES V006622	JULY STREET SWEEPING	374387-6099 Other Professional Services	TK0926A	14,105.00	3899190711	P05873	00074123	10/04/2011
MW OH	ATHENS SERVICES V006622	AUG STREET SWEEPING	374387-6099 Other Professional Services	TK0926A	14,787.50	3899190811	P05873	00074123	10/04/2011
Vendor Total:					28,892.50				
MW OH	B & M LAWN & GARDEN CE EQUIPMENT REPAIRS V000127		0043-1505 Auto Supply Inventory	TK0926A	19.36	591093	P05427	00074124	10/04/2011
MW OH	B & M LAWN & GARDEN CE EQUIPMENT REPAIRS V000127		0043-1505 Auto Supply Inventory	TK0926A	138.76	591744	P05427	00074124	10/04/2011
Vendor Total:					158.12				
MW OH	BASCOM, LORI V007892	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK0926A	100.00	73349		00074125	10/04/2011
Vendor Total:					100.00				
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0926A	105.55	11-252705	P05451	00074126	10/04/2011
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0926A	83.68	11-252969	P05451	00074126	10/04/2011
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0926A	448.15	11-253055	P05451	00074126	10/04/2011
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0926A	105.55	11-253310	P05451	00074126	10/04/2011
MW OH	BATTERY SYSTEMS V002360	BATTERIES/SUPPLIES	0043-1505 Auto Supply Inventory	TK0926A	280.45	11-253412	P05451	00074126	10/04/2011
MW OH	BATTERY SYSTEMS	BATTERIES/SUPPLIES	0043-1505	TK0926A	105.55	11-253750	P05451	00074126	10/04/2011

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	V002360		Auto Supply Inventory						
				Vendor Total:	1,128.93				
MW IP	BAY WATER POOLS V006745	REIMBURSEMENT-POOL BOND 50	0044-2045 Construction Deposits(Swim)	ITK0921A	500.00	092111	P05893	00074083	09/22/2011
				Vendor Total:	500.00				
MW OH	BECKER TIRE & SERVICE C V007479	TIRE REPAIR	0043-1505 Auto Supply Inventory	TK0926A	65.00	2111721	P05450	00074127	10/04/2011
				Vendor Total:	65.00				
MW OH	BOJORQUEZ, LAUREN V007895	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926A	50.00	73353		00074128	10/04/2011
				Vendor Total:	50.00				
MW OH	BRIGGS, MARVIN V006135	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926A	100.00	73354		00074129	10/04/2011
				Vendor Total:	100.00				
MW OH	BRYANT, RONALD V007903	REFUND-CAR SHOW PARTICIPAN	0044-2067 / 79392-2067 Heritage Committee	TK0926A	30.00	9152011		00074130	10/04/2011
				Vendor Total:	30.00				
MW OH	BURKE WILLIAMS & SOREN V006247	AUG LEGAL SERVICES	101005-6005 Legal Services	TK0926A	12,298.68	149401	P05843	00074131	10/04/2011
				Vendor Total:	12,298.68				
MW IP	CALIFORNIA PUBLIC EMPL V006234	OCT MEDICAL INSURANCE PREM	395083-5161 Health Insurance Premiums	ITK0926A	11,823.13	H20111005000C		00074111	09/26/2011
MW IP	CALIFORNIA PUBLIC EMPL V006234	OCT MEDICAL INSURANCE PREM	395000-4715 ISF Health Ins Reimbursement	ITK0926A	112,270.27	H20111005000C		00074111	09/26/2011
				Vendor Total:	124,093.40				
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 9/17/11 PD DATE 9/23/11	0048-2196 Garnishments W/H	PY11019	83.09	2700/1101019		00074098	09/23/2011
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 9/17/11 PD DATE 9/23/11	0010-2196 Garnishments W/H	PY11019	1,553.08	2700/1101019		00074098	09/23/2011

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MW OH	CALIFORNIA STATE DISBU P/E 9/17/11 PD DATE 9/23/11 V004813		0029-2196 Gamishments W/H	PY11019	55.40	2700/1101019		00074098	09/23/2011
				Vendor Total:	1,691.57				
MW OH	CALIFORNIA STATE UNIVEI JUNE CSUF PD IMPOUND FEES V006510		103041-6183 / 50208-6183 CSUF PD Reimburse Impound Fet	TK0926A	867.24	JUNE 11 CSUF	P05872	00074132	10/04/2011
				Vendor Total:	867.24				
MW OH	CALIFORNIA YELLOW CAB V003323	AUG SR. TRANSPORTATION	101572-6401 Community Programs	TK0926A	5,064.40	083111	P05780	00074133	10/04/2011
				Vendor Total:	5,064.40				
MW OH	CARD QUEST INC. V004355	ACCESS CONTROL CARDS/TOKEN	101512-6301 Special Department Supplies	TK0926B	242.74	71848	P05788	00074134	10/04/2011
				Vendor Total:	242.74				
MW OH	CARLSON, DALE V006502	HERITAGE ENTERTAINMENT	0044-2067 / 79392-2067 Heritage Committee	TK0926B	300.00	091911	P05885	00074135	10/04/2011
				Vendor Total:	300.00				
MW OH	CARRERA, VENTURA V006751	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK0926B	150.00	73543		00074136	10/04/2011
				Vendor Total:	150.00				
MW OH	CARTER, CARLOS V006511	CAR SHOW DJ/EMCEE SERVICES	0044-2067 / 79392-2067 Heritage Committee	TK0926B	450.00	091911	P05882	00074137	10/04/2011
				Vendor Total:	450.00				
MW OH	CARWASH OF AMERICA V000771	AUG CITY CAR WASHES	433658-6301 Special Department Supplies	TK0926B	54.95	8012	P05467	00074138	10/04/2011
				Vendor Total:	54.95				
MW OH	CASTRO, JULIE ANN V007917	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0926B	150.00	73544		00074139	10/04/2011
				Vendor Total:	150.00				
MW OH	CHAUNCEY, STEVE V006794	ACT-REG.MEAL.MILEAGE	103041-6250 Staff Training	TK0926B	55.44	9162	P05831	00074140	10/04/2011

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				Vendor Total:	55.44			
MW OH	CHEN, KATELYN V007908	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926B	79.00 73559		00074141	10/04/2011
				Vendor Total:	79.00			
MW OH	CHOE, ALLISON V007898	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926B	196.00 73447		00074142	10/04/2011
MW OH	CHOE, ALLISON V007898	CLASS REFUND	100000-4340 / 79240-4340 Recreation Programs	TK0926B	36.00 73603		00074142	10/04/2011
				Vendor Total:	232.00			
MW OH	CITY OF BREA V000125	PRINTING SERVICES	102021-6230 Printing & Binding	TK0926B	948.59 6-300	P05670	00074143	10/04/2011
MW OH	CITY OF BREA V000125	PRINTING SERVICES	102021-6230 Printing & Binding	TK0926B	99.02 6-302	P05670	00074143	10/04/2011
				Vendor Total:	1,047.61			
MW OH	CITY OF FULLERTON V000385	SIGNAL MAINT APR 10-MAY 11	103652-6099 Other Professional Services	TK0926B	1,171.49 AR088466	P05890	00074144	10/04/2011
				Vendor Total:	1,171.49			
MW IP	CITY OF WESTMINSTER V007890	PLANNING DIRECTORS MEETING	101512-6250 Staff Training	ITK0921A	50.00 091511	P05868	00074084	09/22/2011
				Vendor Total:	50.00			
MW OH	CLEAN CITY V007411	AUG GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	TK0926B	28,373.00 P108	P05495	00074145	10/04/2011
				Vendor Total:	28,373.00			
MW OH	CLEAR CHOICE LIEN SALES V005847	MAY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	195.00 199A	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	169.00 219	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	237.50 223	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	260.00 224	P05559	00074146	10/04/2011

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	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	100.00	228	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	12.50	229A	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	237.50	238A	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	90.00	3320	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	100.00	3323	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	13.00	518	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	15.00	7951	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	7.50	7956	P05559	00074146	10/04/2011
MW OH	CLEAR CHOICE LIEN SALES V005847	JULY LIEN SALE SERVICES	103041-6182 Lien Services	TK0926B	22.50	7961	P05559	00074146	10/04/2011
				Vendor Total:	1,459.50				
MW OH	COMMERCIAL MAINTENAN V007611	HEAVY DUTY DEGREASER	0043-1505 Auto Supply Inventory	TK0926B	691.15	55321	P05855	00074147	10/04/2011
				Vendor Total:	691.15				
MW OH	COMMUNITY HEALTH CHA V000192	P/E 9/17/11 PD DATE 9/23/11	0037-2194 CHAD	PY11019	1.00	2640/1101019		00074099	09/23/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 9/17/11 PD DATE 9/23/11	0010-2194 CHAD	PY11019	14.00	2640/1101019		00074099	09/23/2011
				Vendor Total:	15.00				
MW OH	CREATIVE DESIGN CONSTR V007888	BUSINESS LICENSE OVERPAYMENT	100000-4120 Contractors	TK0926B	20.00	922466576		00074148	10/04/2011

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				Vendor Total:	20.00				
MW OH	CRUSIN T'S V006407	2011 HERITAGE CAR SHOW T-SHIF	0044-2067 / 79392-2067 Heritage Committee	TK0926B	2,456.20	7332	P05850	00074149	10/04/2011
				Vendor Total:	2,456.20				
MW OH	D & D SERVICES INC. V007321	AUG ANIMAL CONTROL FREEZER	103045-6280 Animal Control Services	TK0926B	240.00	40086	P05500	00074150	10/04/2011
				Vendor Total:	240.00				
MW OH	DECOUD, JUNE V007894	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926B	50.00	73351		00074151	10/04/2011
				Vendor Total:	50.00				
MW OH	DELL MARKETING L.P. V000301	10 COMPUTER MONITORS	422023-6365 Computer Software	TK0926B	360.53	XFFMNCFD7	P05834	00074152	10/04/2011
				Vendor Total:	360.53				
MW OH	DEPARTMENT OF TRANSPOR V007722	MAY-JUNE 11 SIGNALS/LIGHTING	103652-6305 Traffic Control Devices	TK0926B	12.92	99000479	P05858	00074153	10/04/2011
				Vendor Total:	12.92				
MW OH	DFS FLOORING INC V000099	JULY CARPET CLEANING	433654-6130 Repair & Maint/Facilities	TK0926B	605.00	300098-74	P05488	00074154	10/04/2011
MW OH	DFS FLOORING INC V000099	AUG CARPET CLEANING	433654-6130 Repair & Maint/Facilities	TK0926B	605.00	300098-75	P05488	00074154	10/04/2011
				Vendor Total:	1,210.00				
MW OH	DRABEK, GARY V004197	JULY STIPEND PAYMENT	103041-5005 Salaries/Part-Time	TK0926B	200.00	91211	P05823	00074155	10/04/2011
MW OH	DRABEK, GARY V004197	AUGUST STIPEND PAYMENT	103041-5005 / 50065-5005 Salaries/Part-Time	TK0926B	200.00	91212	P05889	00074155	10/04/2011
				Vendor Total:	400.00				
MW OH	E.J. WARD INC V001108	FUEL READER SUPPORT/PARTS	0043-1505 Auto Supply Inventory	TK0926C	1,171.75	0033116-IN	P05444	00074156	10/04/2011
				Vendor Total:	1,171.75				

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MW OH	ECIS V006623	FOG INSPECTIONS DATABASE CRJ	484356-6099 Other Professional Services	TK0926C	850.00	COPGCDI2011	P05876	00074157	10/04/2011
				Vendor Total:	850.00				
MW IP	ECS IMAGING INC V001305	ANNUAL MAINTENANCE AGREEM	422023-6136 Software Maintenance	ITK0921A	9,460.00	8332	P05886	00074085	09/22/2011
				Vendor Total:	9,460.00				
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 9/17/11 PD DATE 9/23/11	0048-2196 Garnishments W/H	PY11019	46.91	2711/1101019		00074100	09/23/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 9/17/11 PD DATE 9/23/11	0029-2196 Garnishments W/H	PY11019	31.28	2711/1101019		00074100	09/23/2011
MW OH	EDUCATIONAL CREDIT MG V004608	P/E 9/17/11 PD DATE 9/23/11	0010-2196 Garnishments W/H	PY11019	234.55	2711/1101019		00074100	09/23/2011
				Vendor Total:	312.74				
MW IP	ERNSTER LAW OFFICES V006486	JUNE LEGAL SERVICES	404582-6201 Liability Insurance Premiums	ITK0921A	105.00	15110	P05864	00074086	09/22/2011
				Vendor Total:	105.00				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	1,192.59	C30351	P05474	00074158	10/04/2011
				Vendor Total:	1,192.59				
MW OH	FEDEX V000394	SHIPPING CHARGES	102020-6325 Postage	TK0926C	25.13	7-616-01785	P05887	00074159	10/04/2011
				Vendor Total:	25.13				
MW OH	FRY. SANDRA V007900	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926C	41.00	73457		00074160	10/04/2011
				Vendor Total:	41.00				
MW OH	G5 VENTURES V000743	FLEET FUEL	433658-6345 Gasoline & Diesel Fuel	TK0926C	937.43	2008430	P05877	00074161	10/04/2011
				Vendor Total:	937.43				
MW OH	GARCIA, CHRISANN	CLASS REFUND	100000-4340 / 79248-4340	TK0926C	85.00	73576		00074162	10/04/2011

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	V004644		Recreation Programs						
				Vendor Total:	85.00				
MW IP	GAS CO, THE V000909	AUG GAS CHARGES	43 1010-6340 Natural Gas	ITK0914A	36.26	082911		00074067	09/15/2011
				Vendor Total:	36.26				
MW OH	GERACE, AMY V007909	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926C	100.00	73556		00074163	10/04/2011
				Vendor Total:	100.00				
MW OH	GOKALDAS, MILAN V007840	DEPOSIT REFUND - OBERLE GYM	100000-4385 / 79179-4385 Facility Rental	TK0926C	100.00	73359		00074164	10/04/2011
				Vendor Total:	100.00				
MW IP	GOLDEN STATE WATER CO V000928	JULY WATER CHARGES	296561-6335 Water	ITK0914A	1,118.50	082211		00074068	09/15/2011
MW IP	GOLDEN STATE WATER CO V000928	JULY WATER CHARGES	431010-6335 Water	ITK0914A	6,753.13	082211		00074068	09/15/2011
MW IP	GOLDEN STATE WATER CO V000928	AUGUST WATER CHARGES	431010-6335 Water	ITK0921A	1,121.49	091211		00074087	09/22/2011
				Vendor Total:	8,993.12				
MW OH	GOMEZ, DANNY V005686	DEPOSIT REFUND - KOCH PARK	100000-4385 / 79172-4385 Facility Rental	TK0926C	100.00	73557		00074165	10/04/2011
				Vendor Total:	100.00				
MW OH	GREAT WEST V006983	P/E 9/17/11 PD DATE 9/23/11	0029-2172 Deferred Comp Pay. - Gr West	PY11019	22.37	2607/1101019		00074101	09/23/2011
MW OH	GREAT WEST V006983	P/E 9/17/11 PD DATE 9/23/11	0048-2172 Deferred Comp Pay. - Gr West	PY11019	50.44	2607/1101019		00074101	09/23/2011
MW OH	GREAT WEST V006983	P/E 9/17/11 PD DATE 9/23/11	0010-2172 Deferred Comp Pay. - Gr West	PY11019	532.37	2607/1101019		00074101	09/23/2011
				Vendor Total:	605.18				
MW OH	HARRIS, PATRICK	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385	TK0926C	50.00	73352		00074166	10/04/2011

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	V006467		Facility Rental						
				Vendor Total:	50.00				
MW IP	HDL COREN & CONE V001564	CONTACT SRVS PROPERTY TAX	102021-6099 Other Professional Services	ITK0926A	3,150.00	0016907-IN		00074112	09/26/2011
MW IP	HDL COREN & CONE V001564	CONTRACT SRVS PROPERTY TAX	102021-6099 Other Professional Services	ITK0926A	3,150.00	0017184-IN		00074112	09/26/2011
				Vendor Total:	6,300.00				
MW OH	HIGGINBOTHAM, LISA V007912	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926C	100.00	73552		00074167	10/04/2011
				Vendor Total:	100.00				
MW OH	HONG, TAEK-KOO V007712	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926C	90.00	73330		00074168	10/04/2011
MW OH	HONG, TAEK-KOO V007712	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926C	79.00	73560		00074168	10/04/2011
				Vendor Total:	169.00				
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	273.49	1292635-00	P05486	00074169	10/04/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	28.50	1292994-00	P05486	00074169	10/04/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	53.64	1293908-00	P05486	00074169	10/04/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	18.19	1296508-00	P05486	00074169	10/04/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	8.78	1297310-00	P05486	00074169	10/04/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	56.32	1300142-00	P05486	00074169	10/04/2011
MW OH	IMPERIAL SPRINKLER SUPP V006506	IRRIGATION SUPPLIES	103655-6290 Dept. Contract Services	TK0926C	190.66	1300640-00	P05486	00074169	10/04/2011
				Vendor Total:	629.58				

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MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS-F. ZAMBRANO	104070-6315 Office Supplies	TK0926C	59.26 15282	P05750	00074170	10/04/2011
					Vendor Total:	59.26		
MW OH	JULATON, EMILY V007916	DEPOSIT REFUND - AGUIRRE BLD	100000-4385 / 79160-4385 Facility Rental	TK0926C	100.00 73546		00074171	10/04/2011
					Vendor Total:	100.00		
MW IP	KARAGINES, PETER V007073	OCT,NOV,DEC LEASE 166 E. LAJOI	103041-6160 Facility Rental	ITK0914A	15,450.00 0914 11	P05509	00074069	09/15/2011
					Vendor Total:	15,450.00		
MW OH	KNIGHTS OF COLUMBUS V007918	REFUND-HERITAGE FOOD VENDO	0044-2067 Heritage Committee	TK0926C	185.00 9152011		00074172	10/04/2011
					Vendor Total:	185.00		
MW OH	KOSMONT COMPANIES V006131	AUG REAL ESTATE ADVISORY SR	0044-2042 / 45014-2042 Construction Deposits	TK0926C	406.25 11018.0.8	P05409	00074173	10/04/2011
					Vendor Total:	406.25		
MW OH	KRAUSMAN, JOANN V005684	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926C	100.00 73355		00074174	10/04/2011
					Vendor Total:	100.00		
MW OH	KUSTOM IMPRINTS INC V002321	DUFFEL BAGS	101514-6301 Special Department Supplies	TK0926C	517.20 96526	P05781	00074175	10/04/2011
					Vendor Total:	517.20		
MW OH	LARABEE, THEODORA V007905	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926C	80.00 73563		00074176	10/04/2011
					Vendor Total:	80.00		
MW OH	LAUTZENHISER'S STATIONI V000598	MINUTES PAPER	101513-6230 Printing & Binding	TK0926C	200.04 10017	P05802	00074177	10/04/2011
					Vendor Total:	200.04		
MW OH	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIRS	0043-1505 Auto Supply Inventory	TK0926C	382.18 W085476	P05483	00074178	10/04/2011

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MW OH	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIRS	0043-1505 Auto Supply Inventory	TK0926C	445.88	W085480	P05483	00074178	10/04/2011
MW OH	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIRS	0043-1505 Auto Supply Inventory	TK0926C	750.43	W085525	P05483	00074178	10/04/2011
Vendor Total:					1,578.49				
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	TK0926C	188.13	148866	P05463	00074179	10/04/2011
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	TK0926C	30.17	148870	P05463	00074179	10/04/2011
MW OH	LOMA VISTA NURSERY V000595	PLANTS & FLOWERS	103655-6301 Special Department Supplies	TK0926C	80.60	148912	P05463	00074179	10/04/2011
Vendor Total:					298.90				
MW IP	LUCIO, LINDA C V007899	REFUND - PERMIT P-11-069	100000-4303 Technology Fee	ITK0921A	1.66	092111	P05892	00074088	09/22/2011
MW IP	LUCIO, LINDA C V007899	REFUND - PERMIT P-11-069	100000-4162 Plumbing Permits	ITK0921A	52.00	092111	P05892	00074088	09/22/2011
MW IP	LUCIO, LINDA C V007899	REFUND - PERMIT P-11-069	100000-4302 General Plan Update Fee	ITK0921A	2.15	092111	P05892	00074088	09/22/2011
Vendor Total:					55.81				
MW OH	LUNDQUIST, LORI V007907	CLASS REFUND	100000-4340/ 79248-4340 Recreation Programs	TK0926C	79.00	73561		00074180	10/04/2011
Vendor Total:					79.00				
MW OH	MARIPOSA HORTICULTURA V000647	AUG LIBRARY LANDSCAPE SRVS	0010-1220 Accts Rec/Plac Library Dist	TK0926C	1,452.50	52697		00074181	10/04/2011
MW OH	MARIPOSA HORTICULTURA V000647	AUG CITY LANDSCAPE SRVS	103655-6115 Landscaping	TK0926C	48,347.27	52697	P05493	00074181	10/04/2011
Vendor Total:					49,799.77				
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK0926C	11.10	23703/5	P05430	00074182	10/04/2011
Vendor Total:					11.10				

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MW OH	MCWILLIAMS, RANDY V004271	ACT-REG,MEAL,MILEAGE	103041-6250 Staff Training	TK0926C	55.44	9136	P05833	00074183	10/04/2011
Vendor Total:					55.44				
MW IP	MEDICAL EYE SERVICES V005168	OCT VISION INSURANCE PREMIU	395083-5164 Optical Insurance Premiums	ITK0921A	1,321.87	112512244901		00074089	09/22/2011
MW IP	MEDICAL EYE SERVICES V005168	OCT VISION INSURANCE PREMIU	395000-4740 ISF Employee Optical Costs	ITK0921A	1,961.67	112512244901		00074089	09/22/2011
Vendor Total:					3,283.54				
MW OH	MORROW, AUDREY V007902	CLASS REFUND	100000-4340 / 79506-4340 Recreation Programs	TK0926C	130.00	73492		00074184	10/04/2011
Vendor Total:					130.00				
MW OH	MURAKAMI, SHERRY V007904	CLASS REFUND	100000-4340 / 79224-4340 Recreation Programs	TK0926C	65.00	73498		00074185	10/04/2011
Vendor Total:					65.00				
MW OH	NATH, DUSTIN V007914	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926C	100.00	73548		00074186	10/04/2011
Vendor Total:					100.00				
MW OH	NELSON, SCOTT V003479	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	TK0926C	158.72	091311	P05866	00074187	10/04/2011
Vendor Total:					158.72				
MW OH	OCE IMAGISTICS INC. V006549	AUG COPIER METER CHARGES	431010-6175 Office Equipment Rental	TK0926C	1,143.46	416400739		00074188	10/04/2011
MW OH	OCE IMAGISTICS INC. V006549	AUG COPIER METER CHARGES	431010-6175 Office Equipment Rental	TK0926C	275.59	416401825		00074188	10/04/2011
Vendor Total:					1,419.05				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	24.96	36055	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	34.72	41441	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE	VEHICLE PARTS	0043-1505	TK0926C	303.04	42427	P05479	00074189	10/04/2011

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	V007231		Auto Supply Inventory						
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	25.09	43011	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	49.44	43042	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	16.16	43281	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	53.82	43384	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	20.17	43894	P05479	00074189	10/04/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK0926C	38.00	45063	P05479	00074189	10/04/2011
				Vendor Total:	565.40				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/17/11 PD DATE 9/23/11	0048-2176 PCEA/OCEA Assoc Dues	PY11019	25.50	2610/1101019		00074102	09/23/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/17/11 PD DATE 9/23/11	0010-2176 PCEA/OCEA Assoc Dues	PY11019	292.95	2610/1101019		00074102	09/23/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/17/11 PD DATE 9/23/11	0029-2176 PCEA/OCEA Assoc Dues	PY11019	12.48	2610/1101019		00074102	09/23/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/17/11 PD DATE 9/23/11	0043-2176 PCEA/OCEA Assoc Dues	PY11019	19.24	2610/1101019		00074102	09/23/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 9/17/11 PD DATE 9/23/11	0037-2176 PCEA/OCEA Assoc Dues	PY11019	5.77	2610/1101019		00074102	09/23/2011
				Vendor Total:	355.94				
MW IP	ORANGE COUNTY FIRE AU. V000704	FACILITIES MAINTENANCE	103044-6130 Repair & Maint/Facilities	ITK0926A	4,410.75	S0242587A		00074113	09/26/2011
MW IP	ORANGE COUNTY FIRE AU. V000704	VEHICLE REPLACEMENT FUND	470000-6842 Vehicles	ITK0926A	28,393.00	S0242587A		00074113	09/26/2011
MW IP	ORANGE COUNTY FIRE AU.	1ST QTR FIRE & PARAMEDIC SRV	103044-6190	ITK0926A	1,207,897.25	S0242587A		00074113	09/26/2011

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	V000704		Fire Authority Services						
				Vendor Total:	1,240,701.00				
MW OH	ORANGE COUNTY REGISTE V006600	AUG LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK0926C	274.52	091211	P05502	00074190	10/04/2011
				Vendor Total:	274.52				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 9/17/11 PD DATE 9/23/11	0010-2196 Garnishments W/H	PY11019	112.50	2714/1101019		00074103	09/23/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 9/17/11 PD DATE 9/23/11	0048-2196 Garnishments W/H	PY11019	22.50	2714/1101019		00074103	09/23/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 9/17/11 PD DATE 9/23/11	0029-2196 Garnishments W/H	PY11019	15.00	2714/1101019		00074103	09/23/2011
				Vendor Total:	150.00				
MW OH	ORANGE COUNTY TREASUI V007306	AUGUST PARKING CITATIONS	0044-2038 Parking Fines	TK0926B	7,687.50	082011		00074191	10/04/2011
				Vendor Total:	7,687.50				
MW OH	ORTIZ, ROSARIO V007896	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0926C	150.00	73357		00074192	10/04/2011
				Vendor Total:	150.00				
MW OH	PAPCO IRRIGATION V000799	BACKFLOW TESTING	103655-6290 Dept. Contract Services	TK0926D	325.00	10855	P05490	00074193	10/04/2011
MW OH	PAPCO IRRIGATION V000799	BACKFLOW TESTING	103655-6290 Dept. Contract Services	TK0926D	304.35	10861	P05490	00074193	10/04/2011
				Vendor Total:	629.35				
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK0926D	848.24	1020087483	P05478	00074194	10/04/2011
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK0926D	1,996.05	1020089591	P05478	00074194	10/04/2011
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK0926D	186.95	1020089646	P05478	00074194	10/04/2011

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				Vendor Total:	3,031.24				
MW IP	PARS V006999	SEPT TRUST ADMIN SRVS	431010-6999 Other Expenditure	ITK0914A	400.00	21138		00074070	09/15/2011
				Vendor Total:	400.00				
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT	0043-1505 Auto Supply Inventory	TK0926D	38.66	170022	P05477	00074195	10/04/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT	0043-1505 Auto Supply Inventory	TK0926D	11.46	188655	P05477	00074195	10/04/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT	0043-1505 Auto Supply Inventory	TK0926D	6.48	207355	P05477	00074195	10/04/2011
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIPMENT	0043-1505 Auto Supply Inventory	TK0926D	23.24	208122	P05477	00074195	10/04/2011
				Vendor Total:	79.84				
MW OH	PATEL, TUSHAR V007919	DEPOSIT REFUND - WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0926D	410.00	73598		00074196	10/04/2011
				Vendor Total:	410.00				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/17/11 PD DATE 9/23/11	0048-2176 PCEA/OCEA Assoc Dues	PY11019	2.65	2615/1101019		00074104	09/23/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/17/11 PD DATE 9/23/11	0037-2176 PCEA/OCEA Assoc Dues	PY11019	0.60	2615/1101019		00074104	09/23/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/17/11 PD DATE 9/23/11	0029-2176 PCEA/OCEA Assoc Dues	PY11019	1.30	2615/1101019		00074104	09/23/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/17/11 PD DATE 9/23/11	0043-2176 PCEA/OCEA Assoc Dues	PY11019	2.00	2615/1101019		00074104	09/23/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 9/17/11 PD DATE 9/23/11	0010-2176 PCEA/OCEA Assoc Dues	PY11019	28.95	2615/1101019		00074104	09/23/2011
				Vendor Total:	35.50				
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE REPAIR	0043-1505 Auto Supply Inventory	TK0926D	112.50	602670-00	P05431	00074197	10/04/2011
				Vendor Total:	112.50				

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MW IP	PLACENTIA CITY OF V000778	DENTAL CLAIMS 7924-8083	395083-5130 Dental Claim	ITK0926A	36,423.78	616-922		00074114	09/26/2011
Vendor Total:					36,423.78				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 9/17/11 PD DATE 9/23/11	0010-2180 Police Mgmt Assn Dues	PY11019	921.97	2625/1101019		00074105	09/23/2011
MW IP	PLACENTIA POLICE MANAC V000839	PPMA DUES P/E 9/13/11	0010-2180 Police Mgmt Assn Dues	ITK0914A	73.69	91311A		00074071	09/15/2011
Vendor Total:					995.66				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 9/17/11 PD DATE 9/23/11	0010-2178 Placentia Police Assoc Dues	PY11019	2,733.01	2620/1101019		00074106	09/23/2011
Vendor Total:					2,733.01				
MW IP	PLACENTIA, CITY OF V000782	WORKER'S COMP REIMBURSEME	404580-5165 Workers' Compensation Claims	ITK0926A	70,616.11	705-923		00074115	09/26/2011
Vendor Total:					70,616.11				
MW OH	POWER PLUS V006730	UNDERGROUND TANK MAINT	433654-6130 Repair & Maint/Facilities	TK0926D	1,365.25	S26789-410682	P05859	00074198	10/04/2011
Vendor Total:					1,365.25				
MW IP	PRE-PAID LEGAL SERVICES V000847	SEPT LEGAL SERVICES	0048-2192 Police Legal Services	ITK0914A	33.79	91211A		00074072	09/15/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	SEPT LEGAL SERVICES	0043-2192 Police Legal Services	ITK0914A	14.96	91211A		00074072	09/15/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	SEPT LEGAL SERVICES	0037-2192 Police Legal Services	ITK0914A	12.45	91211A		00074072	09/15/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	SEPT LEGAL SERVICES	0029-2192 Police Legal Services	ITK0914A	11.80	91211A		00074072	09/15/2011
MW IP	PRE-PAID LEGAL SERVICES V000847	SEPT LEGAL SERVICES	0010-2192 Police Legal Services	ITK0914A	500.80	91211A		00074072	09/15/2011
Vendor Total:					573.80				
MW IP	PRINCIPAL LIFE INSURANC V000844	OCT LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	ITK0921A	86.73	OCTOBER 11		00074091	09/22/2011

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MW IP	PRINCIPAL LIFE INSURANC V000844	OCT LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK0921A	126.23	OCTOBER 11		00074091	09/22/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	OCT LIFE INSURANCE PREMIUMS	103040-5163 Life Insurance Premiums	ITK0921A	244.32	OCTOBER 11		00074091	09/22/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	OCT LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK0921A	433.81	OCTOBER 11		00074091	09/22/2011
MW IP	PRINCIPAL LIFE INSURANC V000844	OCT LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK0921A	234.87	OCTOBER 11		00074091	09/22/2011
Vendor Total:					1,125.96				
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0926D	58.09	R502530701025	P05417	00074199	10/04/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0926D	58.16	R502575101024	P05417	00074199	10/04/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0926D	86.18	R502575501025	P05417	00074199	10/04/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0926D	19.36	R502576700014	P05417	00074199	10/04/2011
MW OH	QUARTERMASTER UNIFORMS V005761	PD UNIFORMS	103041-6360 Uniforms	TK0926D	6.45	R537730301010	P05417	00074199	10/04/2011
Vendor Total:					228.24				
MW OH	QUIROZ, WALTER V007388	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK0926D	150.00	73545		00074200	10/04/2011
Vendor Total:					150.00				
MW OH	RAMOS, ANA V007915	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385 Facility Rental	TK0926D	150.00	73547		00074201	10/04/2011
Vendor Total:					150.00				
MW IP	REPUBLIC WASTE SERVICE V007205	AUGUST REFUSE SERVICE	374386-6101 Disposal	ITK0914A	199,140.04	AUG 2011	P05789	00074073	09/15/2011
MW IP	REPUBLIC WASTE SERVICE V007205	JULY REFUSE SERVICE	374386-6101 Disposal	ITK0914A	199,140.04	JULY 2011	P05789	00074073	09/15/2011

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				Vendor Total:	398,280.08				
MW OH	RIMAT, LAURA V007901	CLASS REFUND	100000-4340 / 79228-4340 Recreation Programs	TK0926D	79.00	73459		00074202	10/04/2011
MW OH	RIMAT, LAURA V007901	CLASS REFUND	100000-4340 Recreation Programs	TK0926D	55.00	73604		00074202	10/04/2011
				Vendor Total:	134.00				
MW OH	ROBERTS, DONNA V007891	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926D	100.00	73348		00074203	10/04/2011
				Vendor Total:	100.00				
MW IP	SANTA ANA RIVER FLOOD I V000943	ANNUAL MEMBERSHIP DUES	101001-6255 Dues & Memberships	ITK0921A	1,100.00	082911	P05867	00074092	09/22/2011
				Vendor Total:	1,100.00				
MW OH	SCHLIEDER, BEVERLY V002503	POLICY/PROCEDURE-HOTEL,MILE	103043-6250 Staff Training	TK0926D	1,560.74	14321	P05822	00074204	10/04/2011
				Vendor Total:	1,560.74				
MW OH	SCHOLAR ATHLETE BLACK V007102	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79138-6060 Instructional Services	TK0926D	436.80	SUMMER 11	P05879	00074205	10/04/2011
				Vendor Total:	436.80				
MW OH	SCIENTIA CONSULTING GR V005617	JULY MDC MAINTENANCE	103043-6099 Other Professional Services	TK0926D	1,254.00	6484	P05871	00074206	10/04/2011
MW OH	SCIENTIA CONSULTING GR V005617	AUG MDC MAINTENANCE	103043-6099 Other Professional Services	TK0926D	1,254.00	6516	P05871	00074206	10/04/2011
MW OH	SCIENTIA CONSULTING GR V005617	SEPT MDC MAINTENANCE	103043-6099 Other Professional Services	TK0926D	1,254.00	6537	P05871	00074206	10/04/2011
				Vendor Total:	3,762.00				
MW OH	SCSBOA V006432	2011 HERITAGE BAND REVIEW JU	0044-2067 / 79392-2067 Heritage Committee	TK0926D	2,475.00	091211	P05852	00074207	10/04/2011
				Vendor Total:	2,475.00				
MW OH	SER VOSS, JANET	CLASS REFUND	100000-4340 / 79248-4340	TK0926D	54.00	73358		00074208	10/04/2011

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	V007897		Recreation Programs						
				Vendor Total:	54.00				
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCUMENTS	374386-6299 Other Purchased Services	TK0926D	120.24	00333700106	P05630	00074209	10/04/2011
				Vendor Total:	120.24				
MW OH	SHUTTERLAB & CAMERA V007480	CAMERA REPAIR	103043-6301 / 50100-6301 Special Department Supplies	TK0926D	159.00	522979	P05825	00074210	10/04/2011
				Vendor Total:	159.00				
MW IP	SIGALOS, DENNIS A. V007072	OCT,NOV,DEC LEASE 166 E. LAJOI	103041-6160 Facility Rental	ITK0914A	15,450.00	091411	P05510	00074074	09/15/2011
				Vendor Total:	15,450.00				
MW OH	SOMA, RAMANATHAN V007893	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926D	100.00	73350		00074211	10/04/2011
				Vendor Total:	100.00				
MW OH	SOUTH COAST AQMD V001190	ANNUAL OPERATING FEES	433658-6301 Special Department Supplies	TK0926D	179.50	2376520	P05854	00074212	10/04/2011
MW OH	SOUTH COAST AQMD V001190	EMISSIONS FEES	433658-6301 Special Department Supplies	TK0926D	112.85	2377677	P05854	00074212	10/04/2011
				Vendor Total:	292.35				
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRIC CHARGES	296561-6330 Electricity	ITK0914A	246.45	090811		00074075	09/15/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRIC CHARGES	0010-1228 AR/County of Orange	ITK0914A	13.73	090811		00074075	09/15/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRIC CHARGES	431010-6330 Electricity	ITK0914A	12,964.20	090811		00074075	09/15/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRIC CHARGES	286560-6330 Electricity	ITK0914A	30,825.18	090811		00074075	09/15/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	AUG ELECTRIC CHARGES	103552-6330 Electricity	ITK0914A	8.15	090811		00074075	09/15/2011
MW IP	SOUTHERN CALIFORNIA EI	AUG ELECTRIC CHARGES	431010-6330	ITK0921A	10,385.92	091411		00074093	09/22/2011

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	V000910		Electricity						
MW IP	SOUTHERN CALIFORNIA EE V000910	AUG ELECTRIC CHARGES	0010-1226 AR/City of Yorba Linda	ITK0921A	101.08	091411		00074093	09/22/2011
MW IP	SOUTHERN CALIFORNIA EE V000910	AUG ELECTRIC CHARGES	103552-6330 Electricity	ITK0921A	46.09	091411		00074093	09/22/2011
				Vendor Total:	54,590.80				
MW IP	SPRINT V006126	AUG RELAY SERVICE CHARGES	431010-6215 Telephone	ITK0914A	574.62	9508111100086		00074076	09/15/2011
				Vendor Total:	574.62				
MW IP	SPRINT V007688	SUBPOENA COMPLIANCE-GPS PIN	103042-6299 Other Purchased Services	ITK0921A	30.00	LC1-102990	P05804	00074094	09/22/2011
				Vendor Total:	30.00				
MW IP	STATE BOARD OF EQUALIZ V007860	CNG BOE TAXES	383559-6940 Payments to Other Agencies	ITK0914A	2,788.70	SR EA 0246060	P05861	00074077	09/15/2011
				Vendor Total:	2,788.70				
MW OH	SULLIVAN HILL LEWIN REZ V003555	JUNE LEGAL SRVS-YAKAR v. PLAC	101005-6005 Legal Services	TK0926D	27.50	137325	P05842	00074213	10/04/2011
				Vendor Total:	27.50				
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADES	422023-6136 Software Maintenance	TK0926D	3,200.00	40827	P05704	00074214	10/04/2011
MW OH	SUNGARD PUBLIC SECTOR V005987	OCT OS-ASP SERVICE	422023-6136 Software Maintenance	TK0926D	5,275.00	41076	P05704	00074214	10/04/2011
				Vendor Total:	8,475.00				
MW IP	T-MOBILE V004339	AUG CELL PHONE CHARGES	431010-6215 Telephone	ITK0914A	1,267.13	090211		00074078	09/15/2011
MW IP	T-MOBILE V004339	AUG CELL PHONE CHARGES	431010-6215 Telephone	ITK0914A	1,485.04	090311		00074078	09/15/2011
				Vendor Total:	2,752.17				
MW OH	TEODORO, FELIXERTO	DEPOSIT REFUND - BACKS BLDG	100000-4385 / 79161-4385	TK0926D	150.00	73356		00074215	10/04/2011

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	V007371		Facility Rental						
				Vendor Total:	150.00				
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK0926D	434.12	1036692	P05469	00074216	10/04/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK0926D	311.88	1038066	P05469	00074216	10/04/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	TRAFFIC SIGNS	103652-6310 Street Signs	TK0926D	122.24	1039962	P05469	00074216	10/04/2011
				Vendor Total:	868.24				
MW IP	TRI-CITY PARK AUTHORITY V001012	FY 10/11 TRI-CITY PARK SHELTER	100000-4385 / 79188-4385 Facility Rental	ITK0914A	11,880.00	92311	P05849	00074079	09/15/2011
				Vendor Total:	11,880.00				
MW OH	TRIPPET, KRISTINE V007911	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926D	50.00	73554		00074217	10/04/2011
				Vendor Total:	50.00				
MW OH	TURBO DATA SYSTEMS INC V001238	AUG CITATION PROCESSING	103041-6099 Other Professional Services	TK0926D	1,831.86	18078	P05838	00074218	10/04/2011
				Vendor Total:	1,831.86				
MW IP	TYGOR CONSRUCTION INC. V006534	CONCRETE WORK-BROOKHAVEN	333552-6185 / 6110240011-6185 Construction Services	ITK0921A	15,500.00	05-6267	P05857	00074095	09/22/2011
MW IP	TYGOR CONSRUCTION INC. V006534	ADA RAMP - TUFFREE & MCCORM	333552-6185 / 6110240011-6185 Construction Services	ITK0921A	24,500.00	05-6260	P05875	00074095	09/22/2011
				Vendor Total:	40,000.00				
MW OH	ULINE.COM V007867	SHELVING UNITS	103043-6301 / 50100-6301 Special Department Supplies	TK0926D	4,357.09	39885103	P05824	00074219	10/04/2011
				Vendor Total:	4,357.09				
MW OH	UNAL, FUREYA V007913	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926D	100.00	73549		00074220	10/04/2011
				Vendor Total:	100.00				

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MW OH	UNITED STATES POSTAL SE PERMIT 26 PLACENTIA QUARTER V001085		104070-6325 Postage	TK0926D	3,000.00	092211	P05399	00074221	10/04/2011
Vendor Total:					3,000.00				
MW OH	UNITED WAY OF ORANGE C P/E 9/17/11 PD DATE 9/23/11 V001062		0010-2193 Charity	PY11019	23.00	2635/1101019		00074107	09/23/2011
MW OH	UNITED WAY OF ORANGE C P/E 9/17/11 PD DATE 9/23/11 V001062		0037-2193 Charity	PY11019	2.00	2635/1101019		00074107	09/23/2011
Vendor Total:					25.00				
MW IP	US BANK CORPORATE PAY; MISC P.A.R.K.s SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0914A	30.82	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; MISC SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0914A	95.48	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-CONCERTS IN THE PAR V005008		104071-6301 Special Department Supplies	ITK0914A	21.53	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-CONCERTS IN THE PAR V005008		104071-6301 Special Department Supplies	ITK0914A	10.78	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; MISC P.A.R.K.s SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0914A	12.93	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; MISC P.A.R.K.s SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0914A	135.53	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-RACES MEETING V005008		101514-6245 Meetings & Conferences	ITK0914A	10.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-SR. CENTER V005008		101572-6301 Special Department Supplies	ITK0914A	71.72	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; MISC P.A.R.K.s SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0914A	251.02	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-CONCERTS IN THE PAR V005008		104071-6301 Special Department Supplies	ITK0914A	27.06	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-CONCERTS IN THE PAR V005008		104071-6301 Special Department Supplies	ITK0914A	28.20	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY; SUPPLIES-CONCERTS IN THE PAR V005008		104071-6301	ITK0914A	43.04	AUG 2011		00074080	09/15/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: SUPPLIES-CONCERTS IN THE PARK V005008		104071-6301 Special Department Supplies	ITK0914A	16.16	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: MISC P.A.R.K.s SUPPLIES V005008		104071-6301 Special Department Supplies	ITK0914A	169.80	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: CABLE CONVERTER ADAPTER V005008		422023-6135 Repair/Maint Off Furn & Eqp	ITK0914A	53.39	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: BLACKBERRY CHARGER V005008		422023-6135 Repair/Maint Off Furn & Eqp	ITK0914A	113.08	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: MEETING LUNCH V005008		102020-6245 Meetings & Conferences	ITK0914A	42.90	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: COLOR PRINTER - PD V005008		422023-6135 Repair/Maint Off Furn & Eqp	ITK0914A	246.52	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: SUPPLIES-SR. CENTER V005008		101572-6301 Special Department Supplies	ITK0914A	51.96	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: CABINET HINGES-POWELL BLDG V005008		333554-6185 / 6104340023-6185 Construction Services	ITK0914A	754.85	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: MISC SUPPLIES V005008		101512-6301 Special Department Supplies	ITK0914A	12.47	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: AIRFARE CONF-R. HICKS V005008		103040-6245 Meetings & Conferences	ITK0914A	385.40	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: IACP REGISTRATION/MEMBERSHIP V005008		103040-6245 Meetings & Conferences	ITK0914A	375.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: SHIPPING CHARGES V005008		431010-6325 Postage	ITK0914A	14.45	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: CREDIT V005008		213041-6245 Meetings & Conferences	ITK0914A	-284.90	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: EXCEL CLASS-REG V005008		103040-6250 Staff Training	ITK0914A	188.22	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: VOICE RECORDERS FOR DETECTIVE V005008		103040-6315 Office Supplies	ITK0914A	230.17	AUG 2011		00074080	09/15/2011

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MW IP	US BANK CORPORATE PAY! V005008	CAPE REGISTRATION	103043-6250 Staff Training	ITK0914A	80.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	TRAINING REGISTRATION	103043-6250 Staff Training	ITK0914A	450.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	CAL CHIEFS MEMBERSHIP	103040-6245 Meetings & Conferences	ITK0914A	125.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	JOB POSTING FLYER	101512-6245 Meetings & Conferences	ITK0914A	170.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	MMASC MEMBERSHIP	101512-6255 Dues & Memberships	ITK0914A	65.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	BURRITOS-EMPLOYEE BREAKFAS	431010-6301 Special Department Supplies	ITK0914A	500.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	SUPPLIES-EMPLOYEE BREAKFAS	101512-6301 Special Department Supplies	ITK0914A	10.74	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	NEW HIRE INCENTIVES	101512-6301 Special Department Supplies	ITK0914A	86.85	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	CPOA MEMBERSHIP-R. HICKS	103040-6255 Dues & Memberships	ITK0914A	35.42	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	K9 DOG FOOD/SUPPLEMENT	103041-6301 Special Department Supplies	ITK0914A	114.55	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	MISC SUPPLIES-NATIONAL NIGHT	213041-6301 Special Department Supplies	ITK0914A	264.07	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	PD RESTROOM MIRROR	103041-6301 Special Department Supplies	ITK0914A	23.12	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0914A	1,012.56	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	TONER	103040-6315 Office Supplies	ITK0914A	496.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	KEYS	103040-6301 Special Department Supplies	ITK0914A	24.24	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY! V005008	SKELLY MANUAL	103040-6301	ITK0914A	17.93	AUG 2011		00074080	09/15/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: V005008	MINI-BLINDS FOR W/C OFFICE	213041-6840 Machinery & Equipment	ITK0914A	334.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	CPESC REG-MAKOWSKI	374386-6245 Meetings & Conferences	ITK0914A	775.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	APA MEMBERSHIP	102531-6255 Dues & Memberships	ITK0914A	67.50	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	PAINT-CITY HALL	433654-6130 Repair & Maint/Facilities	ITK0914A	767.66	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	FLEET MGMT SEMINAR-DRINOV	103550-6245 Meetings & Conferences	ITK0914A	250.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0914A	55.30	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0914A	65.60	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0914A	69.08	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	ICMA ASSESSMENT	101511-6255 Dues & Memberships	ITK0914A	245.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0914A	72.07	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	FASTRAK	101511-5199 Other Employee Benefits	ITK0914A	40.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK0914A	61.76	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	EMPLOYEE BREAKFAST SUPPLIE	431010-6301 Special Department Supplies	ITK0914A	32.34	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	EMPLOYEE BREAKFAST SUPPLIE	431010-6301 Special Department Supplies	ITK0914A	147.95	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	IT SUPPLIES	422023-6301 Special Department Supplies	ITK0914A	38.97	AUG 2011		00074080	09/15/2011

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MW IP	US BANK CORPORATE PAY: V005008	PLUMBING SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0914A	192.55	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0914A	45.92	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	DOOR REPAIR SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0914A	94.26	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0914A	261.66	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	PLUMBING SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0914A	150.08	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SHUT OFF VALVE	433654-6130 Repair & Maint/Facilities	ITK0914A	35.21	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK0914A	47.27	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	10.75	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	TEE BALL MEDALS	104071-6301 / 79368-6301 Special Department Supplies	ITK0914A	115.02	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	BASKETBALL MEDALS	104071-6301 / 79378-6301 Special Department Supplies	ITK0914A	115.02	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	24.66	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MOVIE RENTAL/LICENSING FEE	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	321.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AQUATICS PARTICIPANT INCENTIVE	104071-6301 Special Department Supplies	ITK0914A	44.94	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	8.17	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	11.78	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC P.A.R.K.s SUPPLIES	104071-6301	ITK0914A	24.75	AUG 2011		00074080	09/15/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	277.93	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	1.07	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	HELIUM TANK REFILL	104071-6301 Special Department Supplies	ITK0914A	28.79	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	CLEANING SUPPLIES	104071-6301 Special Department Supplies	ITK0914A	21.85	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MISC SUPPLIES	104071-6301 Special Department Supplies	ITK0914A	43.08	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AQUATICS PARTICIPANT INCENTI	104071-6301 / 79510-6301 Special Department Supplies	ITK0914A	44.94	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	4.27	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	MOVIE RENTAL	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	321.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0914A	64.52	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0914A	232.20	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	4.27	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AQUATICS SUPPLIES	104071-6301 / 79510-6301 Special Department Supplies	ITK0914A	70.04	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AQUATICS SUPPLIES	104071-6301 Special Department Supplies	ITK0914A	177.57	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SUPPLIES-MOVIES IN THE PARK	104071-6301 / 79397-6301 Special Department Supplies	ITK0914A	8.17	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	CAR SERVICED	0043-1505 Auto Supply Inventory	ITK0914A	3.13	AUG 2011		00074080	09/15/2011

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MW IP	US BANK CORPORATE PAY: CAR PARTS V005008		0043-1505 Auto Supply Inventory	ITK0914A	33.90 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: PAINT SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK0914A	212.82 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: TRANSMISSION PARTS V005008		0043-1505 Auto Supply Inventory	ITK0914A	289.34 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: CAR PARTS V005008		0043-1505 Auto Supply Inventory	ITK0914A	377.02 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: TRUCK SERVICED V005008		0043-1505 Auto Supply Inventory	ITK0914A	404.35 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: PAINT SUPPLIES V005008		103652-6310 Street Signs	ITK0914A	118.93 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: SOLENOID V005008		0043-1505 Auto Supply Inventory	ITK0914A	60.30 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: SAFETY VIDEO/MEMBERSHIP V005008		103652-6301 Special Department Supplies	ITK0914A	395.00 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: MEALS-DUI CHECKPOINT V005008		103041-6301 Special Department Supplies	ITK0914A	90.00 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WATER-DUI CHECKPOINT V005008		103041-6301 Special Department Supplies	ITK0914A	14.80 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WALL BASE ROLL-CITY HALL V005008		433654-6130 Repair & Maint/Facilities	ITK0914A	78.00 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WALK WAY LIGHTS V005008		103655-6301 Special Department Supplies	ITK0914A	84.39 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: RESTROOM LIGHTS V005008		103655-6301 Special Department Supplies	ITK0914A	115.41 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: RESTROOM REPAIR SUPPLIES V005008		103655-6301 Special Department Supplies	ITK0914A	34.24 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WALK WAY LIGHTS V005008		103655-6301 Special Department Supplies	ITK0914A	16.07 AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WALK WAY LIGHTS		103655-6301	ITK0914A	14.71 AUG 2011		00074080	09/15/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: WALK WAY LIGHTS V005008		103655-6301 Special Department Supplies	ITK0914A	22.20	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: BALL FIELD NET V005008		103655-6301 Special Department Supplies	ITK0914A	24.85	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: LOCK AND HANDLE V005008		103655-6301 Special Department Supplies	ITK0914A	198.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WOOD-BRIDGE REPAIR V005008		103655-6301 Special Department Supplies	ITK0914A	70.51	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: LOCKS V005008		103655-6301 Special Department Supplies	ITK0914A	17.07	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: WALK WAY LIGHTS V005008		103655-6301 Special Department Supplies	ITK0914A	22.26	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: BENCH REPAIR SUPPLIES V005008		103655-6301 Special Department Supplies	ITK0914A	40.19	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: RESTROOM SUPPLIES V005008		103655-6301 Special Department Supplies	ITK0914A	31.59	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: 8/16/11 COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0914A	114.24	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: 8/2/11 COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0914A	93.57	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: 8/2/11 COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0914A	8.61	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: 8/2/11 COUNCIL DINNER V005008		101001-6245 Meetings & Conferences	ITK0914A	25.84	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: MISC SUPPLIES V005008		433654-6130 Repair & Maint/Facilities	ITK0914A	16.11	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: A/C UNIT SERVICE V005008		0043-1505 Auto Supply Inventory	ITK0914A	905.71	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: CREDIT V005008		103655-6301 Special Department Supplies	ITK0914A	-3.72	AUG 2011		00074080	09/15/2011

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MW IP	US BANK CORPORATE PAY: V005008	BUNGEE TIE DOWNS	103655-6301 Special Department Supplies	ITK0914A	28.91	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	TRENCHER RENTAL	103655-6301 Special Department Supplies	ITK0914A	125.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK0914A	60.22	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	SELECTOR SWITCH	103655-6301 Special Department Supplies	ITK0914A	72.15	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	103550-6315 Office Supplies	ITK0914A	23.69	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	EMPLOYEE INCENTIVES	431010-6301 Special Department Supplies	ITK0914A	25.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	EMPLOYEE INCENTIVES	431010-6301 Special Department Supplies	ITK0914A	78.95	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK0914A	40.91	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	TRAINING REG-W. SMITH	103040-6250 Staff Training	ITK0914A	99.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	TRAINING REG-R. HICKS	103040-6250 Staff Training	ITK0914A	99.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	CONFERENCE REG-T. BUTZLAFF	101511-6245 Meetings & Conferences	ITK0914A	525.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AIRFARE-CONFERENCE	101511-6245 Meetings & Conferences	ITK0914A	401.40	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	COFFEE SUPPLIES	431010-6301 Special Department Supplies	ITK0914A	30.16	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	ID MACHINE RIBBON	101512-6301 Special Department Supplies	ITK0914A	57.50	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY: V005008	AUG CAL CARD PAYMENT	101001-6245 Meetings & Conferences	ITK0914A	53.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY:	PARKING	103042-6235	ITK0914A	3.00	AUG 2011		00074080	09/15/2011

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	V005008		Travel						
MW IP	US BANK CORPORATE PAY V005008	CONFERENCE REG-S. NELSON	101001-6245 Meetings & Conferences	ITK0914A	525.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	PEN REG/SUBSCRIPTION	103042-6299 Other Purchased Services	ITK0914A	299.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	HOTEL RESERVATION-INVESTIGA	103042-6235 Travel	ITK0914A	90.45	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	VACUUM-SED OFFICE	103042-6301 Special Department Supplies	ITK0914A	139.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	101572-6315 Office Supplies	ITK0914A	25.02	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	SUNSCREEN AND DISPENSER	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	115.29	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	REPAIR EVIDENCE COOLER	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	100.00	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	SHIPPING CHARGES	103040-6325 / 50040-6325 Postage	ITK0914A	8.40	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	KEYS	103043-6301 / 50040-6301 Special Department Supplies	ITK0914A	26.90	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	AMMUNITION	103043-6301 / 50040-6301 Special Department Supplies	ITK0914A	635.72	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	EVIDENCE BAGS	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	71.54	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	HONOR GUARD EQUIPMENT	103043-6301 / 50040-6301 Special Department Supplies	ITK0914A	444.80	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	EXAM GLOVES	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	343.41	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	PD LOCKER ROOM MIRROR	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	63.57	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAY V005008	THUMB DRIVES	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	75.31	AUG 2011		00074080	09/15/2011

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MW IP	US BANK CORPORATE PAYM V005008	BADGE HOLDERS	103043-6301 / 50100-6301 Special Department Supplies	ITK0914A	24.09	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAYM V005008	SUPPLIES-CONCERTS IN THE PAR	104071-6301 Special Department Supplies	ITK0914A	10.78	AUG 2011		00074080	09/15/2011
MW IP	US BANK CORPORATE PAYM V005008	P.A.R.K.s EXCURSION ADMISSION	104071-6301 Special Department Supplies	ITK0914A	217.89	AUG 2011		00074080	09/15/2011
Vendor Total:					21,276.53				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0010-2131 Employer PARS/ARS Payable	ITK0921A	1,818.32	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0048-2131 Employer PARS/ARS Payable	ITK0921A	24.36	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0010-2126 Employee PARS/ARS W/H	ITK0921A	1,818.32	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0048-2126 Employee PARS/ARS W/H	ITK0921A	24.36	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0042-2126 Employee PARS/ARS W/H	ITK0921A	11.82	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0043-2131 Employer PARS/ARS Payable	ITK0921A	115.72	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0043-2126 Employee PARS/ARS W/H	ITK0921A	115.72	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0042-2131 Employer PARS/ARS Payable	ITK0921A	11.82	920110		00074096	09/22/2011
Vendor Total:					3,940.44				
MW OH	VALENCIA FOOTBALL BOO V001208	HERITAGE ADVERTISING	0044-2067 / 79392-2067 Heritage Committee	TK0926D	85.00	091911	P05881	00074222	10/04/2011
Vendor Total:					85.00				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 9/17/11 PD DATE 9/23/11	0010-2170 Deferred Comp Payable - ICMA	PY11019	270.73	2606/1101019		00074108	09/23/2011
MW OH	VANTAGEPOINT TRANSFER	P/E 9/17/11 PD DATE 9/23/11	0029-2170	PY11019	5.14	2606/1101019		00074108	09/23/2011

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER P/E 9/17/11 PD DATE 9/23/11 V007191		0048-2170 Deferred Comp Payable - ICMA	PY11019	7.72	2606/1101019		00074109	09/23/2011
				Vendor Total:	283.59				
MW OH	VORA, JAIMEEN V007372	DEPOSIT REFUND - TYNES GYM	100000-4385 / 79191-4385 Facility Rental	TK0926D	100.00	73558		00074223	10/04/2011
				Vendor Total:	100.00				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0926D	296.32	516793	P05473	00074224	10/04/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0926D	295.58	518852	P05473	00074224	10/04/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0926D	193.95	522035	P05473	00074224	10/04/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0926D	298.52	522036	P05473	00074224	10/04/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK0926D	296.32	529397	P05473	00074224	10/04/2011
				Vendor Total:	1,380.69				
MW OH	WAGE WORKS INC V000283	P/E 9/17/11 PD DATE 9/23/11	0010-2188 Health Care SSA	PY11019	170.09	2655/1101019		00074110	09/23/2011
MW OH	WAGE WORKS INC V000283	P/E 9/17/11 PD DATE 9/23/11	0037-2188 Health Care SSA	PY11019	0.96	2655/1101019		00074110	09/23/2011
MW OH	WAGE WORKS INC V000283	P/E 9/17/11 PD DATE 9/23/11	0048-2190 Dependent Care SSA	PY11019	18.47	2660/1101019		00074110	09/23/2011
MW OH	WAGE WORKS INC V000283	P/E 9/17/11 PD DATE 9/23/11	0010-2190 Dependent Care SSA	PY11019	101.54	2660/1101019		00074110	09/23/2011
MW OH	WAGE WORKS INC V000283	P/E 9/17/11 PD DATE 9/23/11	0037-2190 Dependent Care SSA	PY11019	18.46	2660/1101019		00074110	09/23/2011
				Vendor Total:	309.52				
MW OH	WEST COAST ARBORISTS IN	AUG CITY TREE TRIMMING	103655-6115	TK0926D	12,656.79	74456	P05512	00074225	10/04/2011

**City of Placentia
Warrant Register
For 09/27/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001124		Landscaping						
				Vendor Total:	12,656.79				
MW OH	WILLIAMS, MIKE V005935	ACT-REG,MEAL.MILEAGE	103041-6250 Staff Training	TK0926D	55.44	091211	P05830	00074226	10/04/2011
				Vendor Total:	55.44				
MW IP	WM CURBSIDE INC V000230	MARCH BATTERY COLLECTION	374387-6285 Hazardous Materials Disposal	ITK0921A	350.00	371	P05865	00074097	09/22/2011
				Vendor Total:	350.00				
MW OH	WOODARD, KIRSTEN V007906	CLASS REFUND	100000-4340 / 79248-4340 Recreation Programs	TK0926D	98.00	73562		00074227	10/04/2011
				Vendor Total:	98.00				
MW OH	WRAY, RICH V007889	REFUND ZONE CHANGE APPLICA	100000-4305 Planning Division Fees	TK0926D	8,597.00	092011	P05862	00074228	10/04/2011
				Vendor Total:	8,597.00				
MW IP	YORBA LINDA WATER DIST V001148	JULY WATER CHARGES	431010-6335 Water	ITK0914A	2,632.24	082211		00074081	09/15/2011
				Vendor Total:	2,632.24				
MW OH	YOUNG, SYLVIA V007910	DEPOSIT REFUND - TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0926D	100.00	73555		00074229	10/04/2011
				Vendor Total:	100.00				
				Type Total:	2,315,328.22				
				Warrant Total:	2,382,988.94				

**City of Placentia
RDA - Warrant Register
For 10/4/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,364.86

Warrant Totals by ID

AP	976.40
EP	388.46
IP	0.00
OP	0.00

Fund Name	<u>Warrant Totals by Fund</u>
405-Low & Moderate Housing	889.65
410-RDA Capital Projects	475.21

Void Total: 0.00
Warrant Total: 1,364.86

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

Warrant Total: 1,364.86

**1d
October 4, 2011**



**City of Placentia
RDA - Warrant Register
For 09/26/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 9/17/11 PD DATE 9/23/11	0035-2170 Deferred Comp Payable - ICMA	PY11019	388.46	2995/1101019		00002693	09/23/2011
				Vendor Total:	388.46				
				Type Total:	388.46				
MW OH	KOSMONT COMPANIES V006131	AUG REAL ESTATE ADVISORY SR	347536-6001 Management Consulting Servics	TK0926C	889.65	11018.0.8	P05409	00074173	10/04/2011
				Vendor Total:	889.65				
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0035-2126 Employee PARS/ARS W/H	ITK0921A	20.30	920110		00074096	09/22/2011
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 9/17 PD 9/23/11	0035-2131 Employer PARS/ARS Payable	ITK0921A	20.30	920110		00074096	09/22/2011
				Vendor Total:	40.60				
MW OH	WAGE WORKS INC V000283	P/E 9/17/11 PD DATE 9/23/11	0035-2190 Dependent Care SSA	PY11019	46.15	2660/1101019		00074110	09/23/2011
				Vendor Total:	46.15				
				Type Total:	976.40				
				Warrant Total:	1,364.86				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 4, 2011

SUBJECT: **RECOMMENDATION TO APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GALVIN PRESERVATION ASSOCIATES, INC., FOR PREPARATION OF ENVIRONMENTAL DOCUMENTATION (NEPA & CEQA COMPLIANCE) FOR THE CITY OF PLACENTIA METROLINK STATION PROJECT**

FISCAL
IMPACT: EXPENSE: \$99,982.00 FOR PROFESSIONAL SERVICES
OFFSETTING REVENUE: \$50,000.00 OCTA COOPERATIVE AGREEMENT
BUDGETED: \$75,000.00 (ACCOUNT NO.: 333552-6015 J/L 61088)

SUMMARY:

The City has heretofore entered into a Cooperative Agreement with the Orange County Transportation Authority (OCTA) to design and construct a Metrolink Station and related infrastructure improvements in the Historic Downtown Area. Under the terms of the Cooperative Agreement, the City is responsible for performing and securing environmental reviews and approvals required for environmental clearances under the California Environmental Quality Act (CEQA) for the station project. The City certified the Environmental Impact Report (EIR) under CEQA on March 7, 2007. The EIR certification enabled OCTA to secure \$19.1 Million in State funds for design and Phase 1 construction of the Metrolink Station.

OCTA indicated that federal funding will be used to partially fund the station construction. As such, the City began the environmental clearance process under the National Environmental Policy Act (NEPA) required prior to station construction. During the design process, changes have occurred that require a CEQA revalidation and an updated EA/FONSI under NEPA. OCTA will provide federal funding assistance to complete the CEQA revalidation and NEPA certification. In addition the impacts of the proposed Downtown parking structure need to be properly evaluated and included in both the CEQA and NEPA process. As a result, the City is required to solicit new bids that follow federal procurement procedures and practices. This action will approve an agreement with Galvin Preservation Associates, Inc., to complete environmental certifications under CEQA and NEPA for the Placentia Metrolink Station.

RECOMMENDATION:

It is recommended that the Council take the following actions:

1e

October 4, 2011

1. Approve a professional services agreement with Galvin Preservation Associates, Inc., in a form approved by the City Attorney and for an amount not to exceed \$99,982.00, for the preparation of CEQA and NEPA environmental documentation for the Placentia Metrolink Station and
2. Authorize the City Administrator to execute all necessary documents to effectuate this agreement and
3. Approve the attached budget resolution appropriating \$24,982 to Account 333552-6015 J/L 61088 (Capital Projects – Metrolink Station Environmental Process/Certification).

DISCUSSION:

On January 16, 2007, the City Council awarded a contract to Crawford Multari & Clark Associates for preparation of an EIR to obtain environmental clearance under CEQA for the Placentia Metrolink Station. Crawford Multari and Clark Associates completed the EIR for the Metrolink Station. The EIR was certified by City Council on March 7, 2007 and OCTA secured \$19.1 Million in State funds for design and Phase 1 construction of the Metrolink Station in June 2007.

In 2008, OCTA informed the City it was necessary to obtain federal environmental clearance to ensure that federal funds could be used for the project. On October 7, 2008, the City Council awarded a contract to Crawford Multari and Clark Associates to complete the federal NEPA process. A sub-consultant to Crawford Multari and Clark, Galvin Preservation Associates, continued the NEPA process to near completion. During the design process, revisions were made that require a CEQA revalidation and updates to NEPA documentation Galvin Preservation Associates had already started. The changes include the relocation of the parking structure to the northside of the railroad tracks, as well as relocation of a Golden State Water Well. OCTA has committed federal funding to assist with completion of the necessary certifications; however in order to use the funding, the City is required to follow strict federal procurement procedures. The City solicited new proposals utilizing an RFP that contained the necessary federal requirements. The Request For Proposal (RFP) represents a worst case scenario to achieve environmental certification. It is likely an Addendum to the EIR and not a Supplemental will be necessary. If this is the case, the proposed cost for the environmental certification may be reduced by twenty-five to thirty thousand dollars. This cannot be determined until studies are updated and reviewed to determine actual environmental affects.

The Public Works/Engineering Department placed a RFP on the City's website and submitted it to seven (7) engineering firms. The City received three (3) proposals. Engineering staff reviewed and evaluated the proposals based on the evaluation criteria set forth in the RFP. The results of the proposal evaluations are as follows:

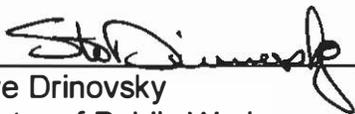
Consultant	Ranking	Proposed Fee
Galvin Preservation Associates, Inc.	1	99,982.00
UltraSystems	2	99,568.00
Dudek	3	96,150.00

Galvin Preservation Associates was ranked first due to their substantial knowledge about the project through their recent environmental work. In addition, through their earlier sub-consultant work for the project, Galvin Preservation Associates has already started a majority of the necessary NEPA documentation for the project. This is crucial in order to meet OCTA's established deadline of Spring 2012 to certify the environmental documents for the project.

FISCAL IMPACT:

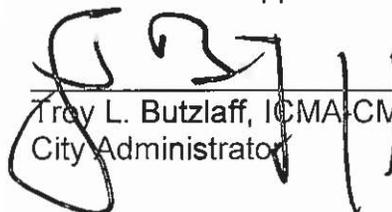
The City Council has previously allocated \$75,000 in the current year Capital Improvement Program budget for this project. The City will receive approximately \$50,000 in offsetting from OCTA for this project leaving an unfunded balance of \$24,982. If the Council approves this item a separate budget resolution amending the Capital Improvement Program budget to cover the unfunded balance will be needed. These funds are available in the Community Facilities District fund. Staff will work with the consultant to determine whether a Supplemental or an Addendum to the EIR is needed which may ultimately reduce the amount of funding needed to complete the environmental review.

Prepared by:



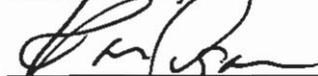
Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed by:



Karen Ogawa
Director of Finance

Attachments:

1. Budget Resolution
2. City of Placentia Consulting Services Agreement
3. GPA Scope of Services – Project Proposal
4. Insurance Requirements For City Contracts
5. Required Federal Clauses

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2011/12 IN THE AGGREGATE AMOUNT OF \$29,982.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2011/12 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

(iii). 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 adopted budget for Fiscal Year 2011/12, Resolution No. R-2011-XX, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
City Cap	Construction	Public Works	333552-6015 61088	24,982.00
Projects	Fund Balance	Public Works	0033-3001	(24,982.00)
Misc Grants	Transfer Out	Public Works	500000-6950	24,982.00
	Fund Balance	Public Works	0050-3001	(24,982.00)
				<u>\$ 0</u>

PASSED, ADOPTED AND APPROVED this 4th day of October, 2011.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

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 4th day of October, 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

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 4th day of October, 2011, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Galvin Preservation Associates, Inc. [a corporation] (hereinafter "CONSULTANT").

A. Recitals.

(i) CITY requires professional services pertaining to **the completion of environmental documentation for the Placentia Metrolink Station and to obtain environmental clearance through a CEQA revalidation and EA/FONSI under the National Environmental Policy Act (NEPA)**, ("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 Environmental Consultant services, 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. Consultant shall adhere to all Federal requirements located in Exhibit "C".

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 **\$99,982.00** 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: Galvin Preservation Associates, Inc.
231 California Street
El Segundo, CA 90245
Attn: Richard Galvin

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. Assignment: CONSULTANT shall not assign any interest in this contract without the prior written approval of CITY. Should CONSULTANT assign any interest in this contract without the prior written approval of the CITY, 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 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.

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 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.

16. 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 One Hundred dollars (\$ 100) 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

Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST:

Patrick J. Melia
City Clerk

Approved as to form:

Andrew V. Arczynski,
City Attorney

Environmental Services

G

P

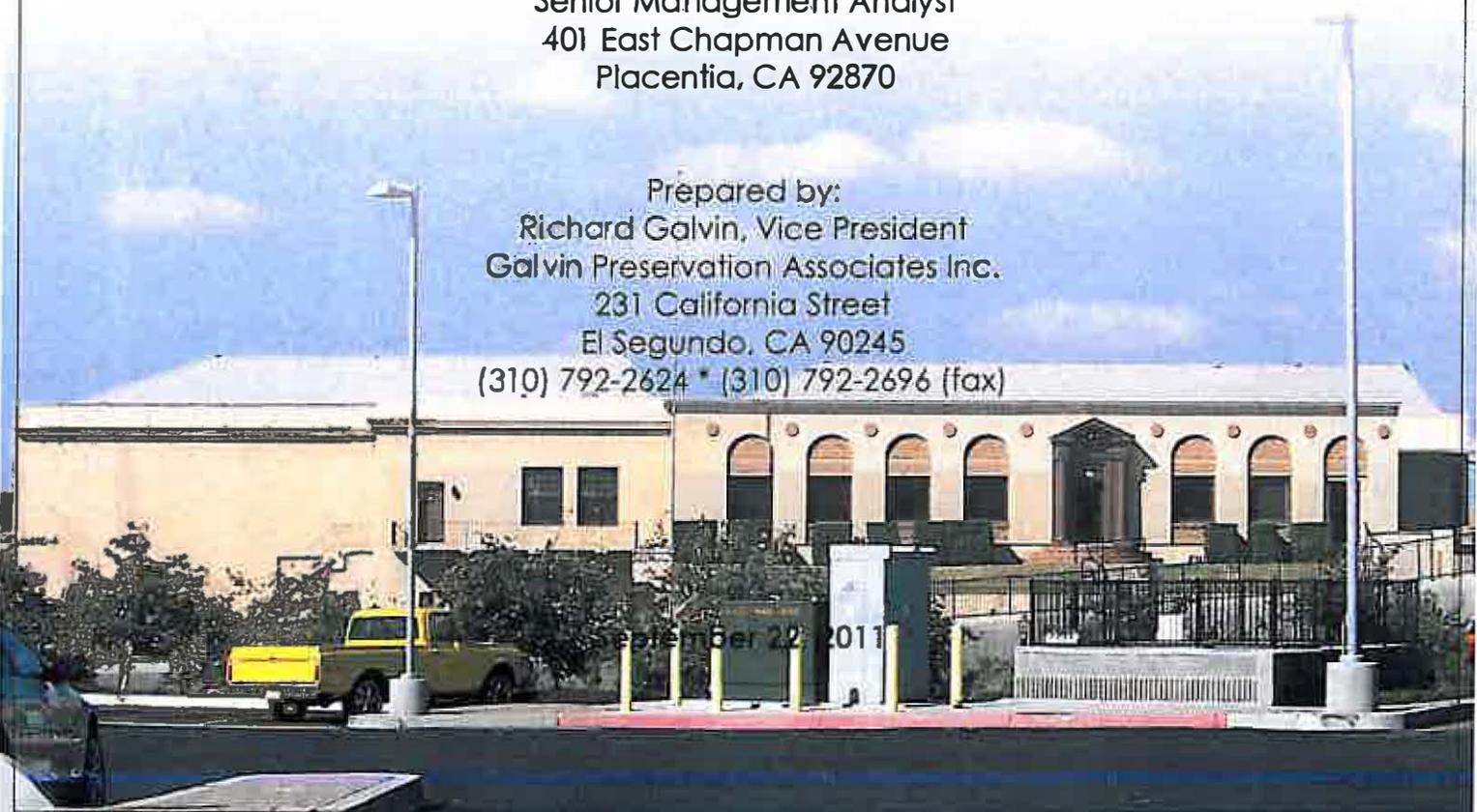
A

City of Placentia Metrolink Station Project Proposal

Prepared for:
City of Placentia
Mr. Michael McConaha
Senior Management Analyst
401 East Chapman Avenue
Placentia, CA 92870

Prepared by:
Richard Galvin, Vice President
Galvin Preservation Associates Inc.
231 California Street
El Segundo, CA 90245
(310) 792-2624 * (310) 792-2696 (fax)

September 22, 2011





September 22, 2011

City of Placentia
Attn : Michael McConaha
Senior Management Analyst
401 East Chapman Avenue
Placentia, CA 92870

RE: Metrolink Station Environmental Proposal

Dear Mr. McConaha:

GPA Environmental (GPA) is pleased to submit this proposal to conduct the supplemental CEQA documentation and updated NEPA evaluation for the Placentia Metrolink Station project. GPA has prepared this scope and cost in good faith based on the information provided by the City and is prepared to provide you with our complete commitment to conduct the necessary studies and reports in the most professional, efficient, responsive, and financially accountable way possible.

GPA specializes in conducting environmental analysis for transportation related projects, and our staff has worked on a number of similar projects in the Southern California area and throughout California. GPA has also worked previously on the proposed Metrolink project, and is familiar with the project background and required scope of work. We are confident that our understanding of the project, and experience with similar projects, will enable us to provide you with quality services throughout the environmental process.

We appreciate your consideration of GPA, and look forward to working further with you during the environmental process. All the information contained in this scope and cost is truthful and accurate to the best of my knowledge. We accept the RFP requirements and incorporate it in its entirety as part of this proposal; we have no exceptions or additions to the RFP or Draft Professional Services Agreement. I certify that Galvin Preservation Associates and its subconsultants are not presently debarred, suspended, or voluntarily excluded, as defined in the FTA Circular 2015.1, dated April 28, 1989, from participating in any federally funded transaction, either as a participant or principal. The proposed services will be from a fixed price as submitted in our separately attached fee schedule. Please feel free to contact me with questions at (310) 792-2624 or by email at richard@gpaenv.com.

Sincerely,

Galvin Preservation Associates Inc.

A handwritten signature in black ink, appearing to read 'Richard Galvin', written in a cursive style.

Richard Galvin, Vice President

FIRM QUALIFICATIONS



GPA Environmental, the environmental division of Galvin Preservation Associates, is a certified woman-owned (WBE), disadvantaged (DBE), small (SBE), and underutilized (UDBE) business enterprise registered as a California Corporation that specializes in environmental planning and historic preservation. GPA was founded in 2003 and has quickly developed a strong reputation for high quality environmental and historical studies and reports.

GPA's Environmental project team is lead by the firm's Vice President, Rich Galvin, who has worked in both the public sector (California Department of Transportation (Caltrans)) and private sector for the last 15 years as a Program Manager for Capital Improvement Programs (CIP) and office manager for several environmental firms.

GPA's environmental division specializes in environmental impact analysis and documentation for projects across California. We provide a range of services to help our clients comply with federal and state environmental laws, and to successfully achieve project approval and implementation. GPA also specializes in historical preservation, and has several qualified architectural historians on staff. GPA staff has worked extensively with large infrastructure/CIP projects, structures and bridges, and conducting large scale architectural surveys and training.

Currently Rich Galvin is managing three On-call contracts with Caltrans District 7, working on the US 101 corridor, Ventura County and South Los Angeles County. GPA has also worked with the City of Los Angeles (on-call contract), the City of Camarillo (on-call contract), and the City of Placentia [Metrolink Station in cooperation with the Orange County Transportation Agency (OCTA) and Federal Transit Authority (FTA)]. These contracts include: writing and reviewing environmental documents and technical studies; conducting public outreach, regulatory permitting, construction monitoring, and historical assessments; working with agencies, local cities, counties, and stakeholder organizations, and building consensus for project delivery.

The type of work performed by GPA includes:

- NEPA/CEQA Documentation
- Regulatory Permitting
- Mitigation Monitoring
- Preliminary Environmental Studies
- Technical Analysis
- Agency Coordination
- Construction Monitoring
- Historic Resource Surveys
- Historic Context Statements
- Application of the Secretary of the Interior's Standards for the Treatment of Historic Properties
- FTA/FHWA Projects
- Mills Act Applications
- Federal Rehabilitation Tax Credit Applications
- National, State, and Local Landmark Nominations
- Historic Structures Reports
- NEPA, CEQA, and Section 106 Compliance Reports
- HABS/HAER Reports
- Public Outreach, Training, and Educational Programs
- Oral Histories

Subconsultants

AMBIENT Air Quality & Noise Consulting (AMBIENT) was formed in 2004 with the objective of providing clients with comprehensive analytical services related to air quality, noise, and groundborne vibration. AMBIENT has over 20 years of combined education and experience in areas related to the assessment of air quality, greenhouse gas, noise, and groundborne vibration impacts. With extensive expertise related to the assessment of environmental impacts, a comprehensive working knowledge of the regulatory environment, utilization of state-of-the-art technology, and an understanding of land use planning process, AMBIENT is able to provide clients with cost-efficient, high-quality, and technically defensible services. AMBIENT Air Quality & Noise Consulting has a proven track record of exceeding client expectations while meeting project objectives, schedules, and budgets.

AMBIENT'S project experience includes the Placentia Metrolink Station, performing Air Quality Conformity Analysis. The purpose of the project was to provide a Metrolink commuter rail station that met both current and future transit demands and fostered train ridership growth in the region. AMBIENT prepared the air quality conformity assessment for the proposed project.

FIRM QUALIFICATIONS



Another project AMBIENT completed was the Vacaville Intermodal Transit Station Project and Transit-Oriented Development Site for the City of Vacaville, where AMBIENT completed Air Quality, Greenhouse Gas, and Noise & Groundborne Vibration Impact Analyses. The proposed project included the construction of an intermodal transit station and approximately 56,000 square feet of transit-oriented commercial land uses. Key issues included potential increases in localized pollutant concentrations and noise levels at nearby receptors during the construction process, as well as, increases in onsite transit noise levels and potential impacts to nearby existing residential land uses. Impact analyses were conducted in accordance with Federal Transit Administration and Caltrans-recommended methodologies.

The Marina Transit Station Project was completed for Monterey-Salinas Transit and included the proposed reconstruction of the Marina Transit Station to include a mix of residential and commercial uses, improvements to existing transit facility, and construction of a park & ride lot. AMBIENT prepared the air quality and noise impact assessments for the proposed project. Assessments were prepared in accordance with Federal Transit Administration and Caltrans-recommended methodologies.

Cogstone is a California Corporation formed in April 2001, specializing in paleontology, archaeology, and history, serving both public and private-sector clients throughout California. Cogstone provides **quality environmental services** to assist clients in meeting project compliance requirements of the National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), California Environmental Quality Act (CEQA), and other relevant laws and regulations. Cogstone Principals have more than 80 years combined experience working with federal, state, and local agencies, county and city governments, and Native American groups as both clients and sources of regulatory oversight, including but not limited to the following:

- National Park Service (NPS) and Bureau of Indian Affairs (BIA) stipulations /requirements
- Permitting and rigid compliance on U.S. Bureau of Land Management (BLM) lands
- 404 Permits issued by the U.S. Army Corps of Engineers
- Requirements of the California Department of Transportation (Caltrans)
- Communication with Historic Preservation Officers (SHPO, THPO, BHPO)
- Projects involving more than one federal, state, or local agency

Cogstone currently employs 20 professionals, including principals, archaeologists, paleontologists, GIS specialists, project managers and administrators. Cogstone's qualified field directors and supervisors are experienced with and capable of resolving a variety of field situations with practical solutions. Each member of our core staff contributes a variety of specializations to the company's cumulative expertise: faunal analysis, human osteological analysis, fossil identification, lithic and other prehistoric artifact analyses, historical artifact analysis, forensics, archaeobotany, geotechnical analyses, and paleopathology, among other specialized studies and subdisciplines. In addition, the company maintains strong relationships with local museums, universities, state information centers, and Native American tribes; further contributing to our efficacy as both scientists and preservationists. This network also offers greater flexibility in augmenting our staff with specialists when necessary.

Stantec Consulting Services, Inc. (Stantec) provides professional consulting services in planning, engineering, architecture, interior design, landscape architecture, surveying, environmental sciences, project management, and project economics for infrastructure and facilities projects. The traffic and transportation team in the Irvine office serves Orange County cities such as Placentia in traffic impact analyses for a wide range of projects. Staff assigned to this Metrolink Station project has experience in Placentia and with the original traffic study.

Mr. Terence W. Austin will be Stantec's Project Manager. He has a background of more than 30 years in transportation planning and has been involved in numerous transportation planning projects throughout California and other part of the country. He has worked with many cities in southern California including Placentia, assisting in a variety of circulation studies for applications such as General Plans, Specific Plans, and traffic impact studies. He was the Project Manager for the original EIR traffic study for the Metrolink Station.

4SdB.com Acoustics Consulting Services (4SdB.com) performs consulting services for room acoustics, noise management and control, community noise, and environmental impacts. Our team provides design consultation

FIRM QUALIFICATIONS

G P A

for performance and assembly spaces for better acoustics and better hearing from conceptual design through contract documents and on-site construction observation. We also provide measurement and verification of Reverberation Time, Room Criterion and Field Sound Transmission Class to ASTM standard, and evaluation of existing assembly spaces to improve acoustics.

For our noise management and control, 45dB.com provides HVAC and mechanical system noise and vibration management to meet property boundary noise level requirements and interior noise and vibration standards. Field verification and measurement are conducted to ASTM standards. We also perform Peer Review and Expert Testimony for design and construction failure. 45dB.com provides noise management of public events, races, motorcycles, tractor-pulls, and amplified music, configuration of grandstands, temporary barriers, and loudspeakers, noise monitoring to meet property boundary noise level requirements, and noise contour maps and presentations for community groups and public officials.

45dB.com also has extensive experience with transit station environmental impact studies to meet Local Planning, Caltrans, FTA, NEPA and CEQA standards, and highway and railroad noise analysis and noise mitigation for residential development on difficult urban-infill sites.

FIRM PROJECT EXPERIENCE



Westgate Metrolink Station – City of Placentia

Contract Dates: 2009-2010

The City of Placentia, in coordination with the Orange County Transportation Authority, proposed to construct a new Metrolink Station in Placentia, CA. The project would be a key element of the Westgate Specific Plan, which includes transit oriented redevelopment to revitalize this part of Placentia. The project would also provide additional rapid-transit options to local residents and the region as a whole.

The City anticipates that the project would be partially funded by federal funds; therefore, NEPA assessment is required. GPA prepared Preliminary Environmental Study form, Historic Resources Evaluation Report, Historic Property Survey Report, Finding of Effect document, Alternatives Analysis Study, Community Impact Assessment, and 4(f) Evaluation for FTA. The above documents were complete and approved by the City. New project features were added to the project and will need to be analyzed before the above technical studies can be sent to FTA.

A former fruit packing plant that is considered to be a historical resource is located on the project site; therefore, evaluation and mitigation of this property are a key part of the environmental process. In addition, there are several minority populations that live in the project vicinity and the assessment of impacts to these populations and avoiding these impacts is also important. GPA assisted the City in looking at potential project alternatives to avoid or minimize impacts to the fruit packing plant, and analyzing how these alternatives would affect the packing plant and the surrounding community. Because a conclusion was made that the property cannot be avoided, GPA is helping to develop mitigation measures and conducting the necessary Section 106 coordination.

I-710 Corridor (Los Angeles, CA) – 2009

Contract Dates: 2009

Metro and the California Department of Transportation propose to widen and alter the I-710 Freeway through Los Angeles County for a distance of approximately eighteen miles from Ocean Boulevard in the City of Long Beach to State Route 60. The purpose of I-710 Corridor Project is to improve air quality and public health, improve traffic safety, address design deficiencies of the I-710 freeway, address projected traffic volumes, and address projected growth in population, employment, and activities related to the movement of goods.

As part of the historic architectural identification and evaluation, GPA conducted a survey along the I-710 Freeway, which included mapping, identifying potentially affected properties, and completing DPR 523 form sets for over 100 properties within the projects' Area of Potential Effect. The project involved coordinating with interested parties, conducting archival research, and identifying project impacts. The project team prepared a Historic Resources Evaluation Report and Historic Property Survey Report in accordance with the Caltrans/ FHWA/ SHPO Programmatic Agreement.

US 101 HOV Widening – California Department of Transportation

Contract Dates: 2007-Present

Caltrans proposed to construct HOV lanes along a 6-mile stretch of US 101 within the existing median area between Mobil Pier Undercrossing in Ventura County and Santa Barbara County. The project would provide 6 total lanes, including 3 northbound and 3 southbound lanes. The project is proposed to help accommodate existing and proposed traffic along this stretch of US 101, encourage carpooling, and thereby improve vehicle circulation in the area.

GPA was contracted by Caltrans to manage 10 environmental task orders for the project. GPA managed preparation of the Visual Impact Report, Community Impact Report, Section 4(f) Evaluation, Cumulative Impact Study, and Traffic Study Report for the project. GPA was also responsible for responding to comments received on the Draft IS/EA, and preparing executive summaries for both the Draft and Final IS/EA. GPA also completed applications for the coastal development permits, and conducted public outreach tasks.



FIRM PROJECT EXPERIENCE



The project crosses through several small communities, and would result in some access changes for these communities; therefore public outreach and community involvement has been an important part of the planning process for this project. In addition, this corridor is highly used for bicyclists and other recreation users, so consideration of maintaining access and safety for these users has been integral in the project design. For local residents and recreational users alike, the views provided along this corridor of the Pacific Ocean and the associated viewsheds are considered to be valuable resources, and preserving these views is also an important part of the project.

To date, the technical analysis for the project has been completed, and the Final IS/EA has been approved by Caltrans. The coastal development permits have been approved by Ventura County, Santa Barbara County, the City of Carpinteria, and the California Coastal Commission.



California Street Bridge – City of Ventura Contract Dates: 2011

The California Street Bridge is located over the 101 Freeway in the City of Ventura. This project will replace the bridge railing with new ornamental railing and install decorative streetlights along the pedestrian walkway on the west side of the bridge. GPA was contracted to complete the Preliminary Environmental Study (PES) form and coordinated the review and approval process through Caltrans to receive a Categorical Exclusion.

North Spring Street Viaduct Widening and Rehabilitation – City of Los Angeles Contract Dates: 2011

The City of Los Angeles, in coordination with Caltrans, proposes to improve and widen the North Spring Street Viaduct over the Los Angeles River to improve operations, enhance bicycle and pedestrian safety, and seismically retrofit the bridge. GPA is currently updating all required environmental analysis necessary for the project pursuant to CEQA and NEPA requirements, including updating and revising the technical studies and preparing a revised Final EIR/EA. GPA will also complete the Finding of Effect and Memorandum of Agreement to comply with Section 106 of the National Historic Preservation Act.

Agoura Road Widening – City of Agoura Hills Contract Dates: 2010-2011

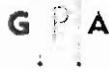
The City of Agoura Hills proposes to widen Agoura Road from 2 to 4 lanes, as designated in the City's General Plan, to ensure compatibility between existing and planned improvements along both Agoura Road and Kanan Road, to provide continuity between existing 4-lane segments of Agoura Road north and south of the project limits, and to enhance bicycle and pedestrian safety and accessibility along the corridor. GPA is currently conducting technical analysis for the project, including biology, cultural, archaeological, and air quality, and preparing a draft CEQA document. GPA will also prepare the Mitigation Monitoring and Reporting Plan for the project.

Caltrans District 7 On-call Contract - Los Angeles County Contract Dates: 2009-Present

GPA was selected by Caltrans to perform on-call environmental services for various projects in the greater Los Angeles region. GPA has conducted several task orders for several projects under this contract, including the following:

I-405/Arbor Vitae Street On-Ramp

Caltrans is proposing to construct a new northbound Arbor Vitae St. off-ramp and a new southbound Arbor Vitae St. on-ramp to I-405. GPA is managing the public outreach services during the public comment period of the CEQA/NEPA document, which includes but is not limited to a public hearing, community/agency meetings, newspaper ads, and mass mailing of notices.



SR-110 HOT Lane Project

Caltrans, in conjunction with the Los Angeles County Metropolitan Transportation Authority (Metro), is proposing to convert existing High Occupancy Vehicle (HOV) lanes to High Occupancy Toll (HOT) lanes on I-110 in Los Angeles County. This project is part of the Los Angeles Regional Congestion Reduction Demonstration Program, and is being funded by Metro with a grant from the US DOT. GPA's task involves the development of a Community Impact Assessment (CIA) to determine land use, social and economic and environmental justice impacts in the project area. The CIA will be included as a technical appendix to the EIR/EA. GPA will also prepare draft responses to any comments made during public circulation of the environmental document pertaining to community impacts. GPA also prepared a public outreach summary report in support of the project IS/EA.



SR-47/Schuyler Heim Bridge Replacement

Caltrans and the Alameda Corridor Transportation Authority (ACTA) are proposing to construct the new Schuyler Heim Bridge Replacement and SR 47 Expressway project. The Record of Decision (ROD) and Notice of Determination (NOD) for this project were recently filed and Caltrans was subsequently served with notice of a legal challenge regarding the content and the conclusions reached in the environmental document. GPA prepared the page count and Index listing for the loose files and some large documents. Approximately 7 "bankers boxes" were inventoried within a 1-week time period.

Caltrans District 7 On-call Contract - Ventura County

Contract Dates: 2009-Present

Caltrans has contracted GPA to conduct on-call environmental services for transportation projects in Ventura County (District 7). To date, GPA has conducted task orders for the following projects under this contract.

SR 150 Reconstruction Project

Caltrans is currently reconstructing portions of SR 150 that were washed out during the 2004-5 winter storms due to the elevated flows in the adjacent creeks. The monitoring site for this task order is approximately 85 m long by 8.2 m wide and located near Ojai, Ventura County. GPA managed construction monitoring tasks for a portion of this reconstruction near Ojai, in Ventura County. This included water quality management, listed species protection, field services, and turbidity control.

SR 118/SR 34 Intersection Project

Caltrans is proposing operational improvements at the SR 118/SR 34 Intersection with Donlon Rd. in Ventura County. The project would include modifying the existing SR 118/SR 34 Intersection configuration, widening the intersection, lengthening the existing westbound SR 118 left-turn lane and realigning Donlon Road. GPA managed general herpetology surveys, performed a biological assessment including a red-legged frog survey, and conducted least Bell's vireo surveys and a Wetland Delineation for the project.

Los Angeles-San Diego-San Luis Obispo North Project

Caltrans is conducting preliminary environmental studies for proposed improvements to the Los Angeles-San Diego-San Luis Obispo (LOSSAN) North rail corridor, 222 miles of rail that run through Los Angeles, Ventura, Santa Barbara, and San Luis Obispo counties. The project would help meet the current and projected demand for travel within and between metropolitan areas of Southern California and the Central Coast between now and the Year 2025. GPA's is preparing background research for the cultural resources existing within the portion of the project study area in Ventura County. GPA will also prepare a Historical Resources Technical Evaluation Report for Ventura County.

FIRM PROJECT EXPERIENCE



US 101/Palo Comado Canyon Road Interchange – City of Agoura Hills

Contract Dates: 2009-Present

The City of Agoura Hills proposes to widen the US 101/Palo Comado Canyon Road Bridge, located in Agoura Hills, CA. The existing interchange is a non-standard interchange, and the project is proposed to accommodate existing and future traffic conditions and provide increased safety for vehicles, bicycles, and pedestrians. The project would include widening the bridge to provide 2 traffic lanes in each direction, bicycle lanes, and sidewalks.

Because the project is located on the US 101, the environmental documentation is being processed through Caltrans' Local Assistance Programs. GPA coordinated with the Project Development Team during project initiation to develop a complete project description, purpose and need, and appropriate alternatives for the project. GPA is also responsible for completing portions of the technical analysis for the project in support of the IS/EA; GPA is ultimately responsible for preparing the IS/EA in Caltrans format.



Technical documents completed by GPA include the Area of Potential Effects Map, Historic Property Survey Report, Archaeological Survey Report, Minimal Impact Natural Environment Study, Community Impact Assessment, Water Quality Assessment, and Visual Impact Analysis Memorandum. Project schedule is a key concern for project development, as the project is needed to accommodate planned development in the area.

Riverside Drive Bridge Widening – City of Los Angeles

Contract Dates: 2007-Present

FHWA, in conjunction with Caltrans and the City of Los Angeles, is proposing to widen and seismically retrofit the Riverside Drive Bridge located over the Los Angeles River at the north end of Griffith Park, just north of the Victory Boulevard/Riverside Drive exit off of SR 134. Constructed in 1938, the bridge is a vital link between the two sides of Griffith Park separated by the Los Angeles River and Route 134.

GPA prepared a Historic Property Survey Report, Finding of Adverse Effect document, and Memorandum of Agreement in accordance with the Section 106 Caltrans Programmatic Agreement. GPA is also currently managing the NEPA/CEQA, Section 106 and regulatory permitting (Section 404 Permit, 1602 Streambed Alteration Agreement, and 401 Certification) processes. Informal Section 7 Consultation with US Fish and Wildlife (least Bell's vireo, and southwester willow flycatcher) is also being conducted. The EIR/EA and regulatory permitting are currently in progress.

The Riverside Drive Bridge was constructed in 1938 and is considered to be a historical resource based on the state and federal criteria; therefore, minimizing impacts to the bridge structure was a primary concern during project design. Due to the seismic upgrade requirements, it was not possible to avoid adverse impacts to the bridge, and therefore mitigation measures, including recordation and design features were developed to mitigate for these impacts. In addition, visual impacts resulting from bridge alteration were considered, as well as impacts to the adjacent residential community and biological resources during construction.

To date, GPA has completed the technical analysis for the project and a draft of the EIR/EA, which is currently under review by the City of Los Angeles.

Adolfo Road Widening – City of Camarillo

Contract Dates: 2010

This project is part of the on-call contract GPA has with the City of Camarillo. The City of Camarillo is proposing to widen Adolfo Road between Mission Oaks Boulevard and Santa Rosa Road in Camarillo, CA. The project also includes modification of the existing traffic signal system at Santa Rosa Road intersection. The proposed project would better accommodate peak-hour traffic flow through the two intersections by improving intersection traffic

FIRM PROJECT EXPERIENCE



operations. The existing median on Adolfo Road would be modified to match the reconfigured left-turn pockets at the two aforementioned intersections.

The project would require the relocation of approximately fifteen existing street trees on this right of way, but these trees are ornamental species and measures would be employed to avoid impacts to nesting birds. GPA is currently preparing the NEPA documentation for the project, including a revised Preliminary Environmental Studies form, cultural resources studies, and a Categorical Exemption.

Springville Interchange Mitigation Monitoring – City of Camarillo Contract Dates: 2009-Present

This project is part of the on-call contract GPA has with the City of Camarillo. The City of Camarillo is constructing a new Springville Interchange on US 101 between Central and Los Posas Avenues. GPA will manage the MMRP from the approved Route 101 Airport North Area Interchange and Annexation #83. GPA will manage the specific mitigation measures that pertain to the interchange construction. GPA will work with the Parsons Transportation Group and the Contractor to ensure that all of the mitigation measures will be administered throughout the construction of the project.

Long Beach HUD On-Call (City of Long Beach, CA) – 2010 Contract Dates: 2010

GPA is currently preparing environmental reviews for applications for funding on small projects administered through local HUD grants. As part of this work, GPA routinely conducts research and environmental clearance forms in compliance with Section 106 of the National Historic Preservation Act. GPA also manages the Programmatic Agreement between the City of Long Beach and the California Office of Historic Preservation. To date, GPA has completed reviews for nearly 560 residences, commercial buildings, parks, and structures in Long Beach as a part of the Section 106 process. The GPA team tracks all projects, determines which are exempt and which need evaluation, and conducts determinations of eligibility for listing in the National Register.

North Main Street Bridge Seismic Retrofit (Los Angeles, CA) – 2010

The City of Los Angeles proposed to seismically retrofit North Main Street Bridge. The bridge was determined eligible for the National Register of Historic Places. GPA is providing the historic construction monitoring to ensure that the City complies with the mitigation measures outlined in the FOE during construction of this bridge.



I-405 Sepulveda Pass Widening (Los Angeles, CA) –2010



Kiewit has been hired to construct the I-405 Northbound High Occupancy Vehicle (HOV) Lane Widening Project (Undertaking) and hired GPA to record the Mulholland Drive overcrossing, which will be demolished as part of the project. The Mulholland Drive overcrossing is a property that was determined to be eligible for inclusion in the National Register of Historic Places. As part of the environmental documentation process for the proposed undertaking, Caltrans, on behalf of the Federal Highway Administration (FHWA) determined that the undertaking will have an adverse effect on the Mulholland Drive Overcrossing Bridge.

For this project GPA reviewed existing materials that document the bridge's historic significance, and conducted site visits, research, fieldwork, and photography. GPA is also responsible for preparing the Historic American Buildings Survey (HABS)/Historic American Engineering Record (HAER) report, selecting and mounting photographs in accordance with HAER Standards, and designing and installing metal plaques. The final reports will be submitted to Caltrans District 7 to be deposited in the Caltrans Transportation Library in Sacramento for inclusion in their website, The Office of Historic Preservation in Sacramento, and offered to the Los Angeles Public Library and the Los Angeles Conservancy. The GPA team will provide archaeological and historical monitoring during all construction activities as requested.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

G P A



Educational Background:

- B.S., Environmental Science, California State University, Chico, *with honors*, 1995

Professional Experience:

- GPA Environmental, Vice President and Principal Planner, 2007-Present
- PMC, Senior Environmental Planner and Office Manager, 2001-2007
- California Department of Transportation (District 7), Associate Environmental Planner, 1995-2001

Summary of Experience: Rich Galvin, Vice President of GPA, has been managing the environmental process for projects in California since 1995. Rich brings a wealth of knowledge and skills to GPA's environmental group, which specializes in the environmental analysis of projects throughout the state.

Before joining GPA, Rich worked at PMC Inc., where he was both the Los Angeles Office Manager and manager of the firm's transportation group. Rich also worked with the California Department of Transportation (District 7), where he was responsible for managing the environmental process for several major highway projects in the Los Angeles area.

Rich's proactive and organized approach to projects and his understanding of the environmental process have gained him the trust of numerous clients, including public agencies and private engineering firms. Rich's experience includes acting as the environmental manager for several cities' Capital Improvement Programs, where he was responsible for overseeing all environmental documentation and permitting for transportation projects. Mr. Galvin has conducted training on the CEQA/NEPA process and the Regulatory Permitting Process.

Relevant Project Experience:

Selected Large Scale Transportation Projects

- 2009 **Placentia Metrolink Station, City of Placentia, CA – Project Manager.** The City of Placentia is proposing to construct a new Metrolink station as part of the Westgate Specific Plan redevelopment efforts. Mr. Galvin served as the project manager, managing tasks such as the Section 4f evaluation, Community Impact Analysis, and the historical studies.
- 2008-10 **Santa Barbara/Ventura US 101 HOV Project, California Department of Transportation – Project Manager.** Caltrans proposed to construct HOV lanes along a 6-mile segment of US 101 in Ventura and Santa Barbara Counties. Mr. Galvin managed completion of the VIA, Cumulative Impact Analysis, CIA, applications for permitting with the California Coastal Commission, Traffic Study Report, public outreach, Section 4(f) Evaluation, and regulatory permit applications (Section 404, 1602 and 401).
- 2009-10 **Caltrans On-call, Ventura County – Project Manager.** Caltrans is currently completing reconstruction efforts at State Route-150 in Ventura County, proposing operational improvements at the SR 118 intersection with SR 34 and Donlon Rd. in Ventura County, and improving the LOSSAN North Rail Corridor. Rich Galvin project managed each task order during construction monitoring, biological surveys, and cultural and historical research and studies.
- 2009 **I-405/Arbor Vitae Street On-ramp, California Department of Transportation – Project Manager.** Caltrans is proposing to construct a new northbound Arbor Vitae Street off-ramp and a new southbound Arbor Vitae Street on-ramp to I-405. Mr. Galvin managed the completion of public outreach services for the project during the CEQA/NEPA process.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

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- 2009 **SR-110 HOT Lanes, California Department of Transportation – Project Manager.** Caltrans is proposing to convert existing HOV lanes to HOT lanes on I-110 in Los Angeles County. Mr. Galvin managed the preparation of the CIA for the project.
- 2009-10 **US 101/Palo Comado Canyon Road Interchange, Agoura Hills, CA – Senior Environmental Planner.** The City of Agoura Hills is proposing to widen the US 101/Palo Comado Canyon Road Overcrossing in Agoura Hills. Mr. Galvin is managing preparation of the supporting technical analysis for the project, as well as the IS/EA in Caltrans format.
- 2010 **Adolfo Road Widening, City of Camarillo, CA – Project Manager.** The City of Camarillo is proposing to widen Adolfo Road between Mission Oaks Boulevard and Santa Rosa Road in Camarillo, CA. Mr. Galvin is overseeing preparation of NEPA documents, including a PES form, cultural resources evaluation, and a CE.
- 2008-10 **Calleguas Creek Bike Trail, City of Camarillo, CA – Project Manager.** The City of Camarillo is constructing a multi-phase bike trail along Calleguas Creek. The project is federally funded and will be phased for completion in 2011. Mr. Galvin managed the NEPA/CEQA process through Caltrans, informal Section 7 Consultation with USFWS, the Section 106 process, regulatory permitting process (Section 404, 1602 and 401).
- 2010 **Springville Interchange Mitigation Monitoring, City of Camarillo, CA – Project Manager.** The City of Camarillo is constructing a new Springville Interchange on US 101 between Central and Los Posas Avenues in Camarillo, CA. Mr. Galvin is overseeing mitigation monitoring for the project, including construction monitoring and re-vegetation efforts.
- 2009 **Camarillo Drain Widening, City of Camarillo, CA – Project Manager.** The City of Camarillo recently repaired and widened the Camarillo Hills Drain, which was damaged during a storm. Mr. Galvin worked with the City of Camarillo to oversee regulatory permitting tasks, mitigation monitoring, and habitat restoration activities for the project.
- 2006-07 **Grantline Interchange Reconstruction Project EIR.** The City of Elk Grove is reconstructing the Grantline Interchange on State Route 99, in south Elk Grove. The project is under construction now and will be completed in 2008. While working at PMC Mr. Galvin served as the Senior Project Manager for the project. Mr. Galvin managed the NEPA/CEQA process, Formal Section 7 Consultation with US Fish and Wildlife (giant garter snake), the Section 106 process, regulatory permitting process (Section 404, 1602 and 401 Certification). Mr. Galvin also managed construction monitoring and the regulatory permit compliance.
- 2006-07 **Sheldon Road Interchange Reconstruction Project EIR/EA.** The City of Elk Grove is reconstructing the Sheldon Interchange on State Route 99. The project is federally funded and will be completed in 2010. While working at PMC Mr. Galvin served as the Senior Project Manager for the project. Mr. Galvin managed the NEPA/CEQA process, Formal Section 7 Consultation with US Fish and Wildlife (giant garter snake), the Section 106 process, regulatory permitting process (Section 404, 1602 and 401 Certification). Mr. Galvin also managed construction monitoring and the regulatory permit compliance.
- 2005-06 **Riverside Drive Bridge Replacement Project, Los Angeles, CA – Senior Environmental Planner.** The City of Los Angeles is proposing to seismically improve and widen the Riverside Drive Bridge over the Santa Clara River. Mr. Galvin is managing preparation of the EIR/EA for the project, as well as coordinating consultation and permitting with resource agencies.
- 2006-10 **Old Creek Road Bridge Replacement, County of Ventura, CA – Senior Environmental Planner.** The County of Ventura is planning to replace the Old Creek Road low-water crossing over San Antonio Creek with a new bridge structure in Ventura County. While at another firm, Mr. Galvin managed preparation of the CEQA and NEPA evaluation for the project, and is now managing mitigation monitoring during construction activities.

Capital Improvement Programs Environmental Contract Manager Position

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

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- 2001-07 **City of Elk Grove.** This management position included working closely with the Public Works Department to approve CEQA/NEPA documents, receive regulatory approvals and provide construction monitoring to deliver CIP projects. Specific duties include managing staff to coordinate with the California Department of Transportation, complete Section 7 Consultation, complete the Section 106 process, and obtain Section 404 permits, 1602 Streambed Alteration Agreements and Section 401 Certifications. Mr. Galvin also managed the Mitigation Monitoring and Regulatory Permit compliance throughout construction.
- 2001-07 **City of Rancho Cordova.** This management position included working closely with the Public Works Department to approve CEQA/NEPA documents, receive regulatory approvals and provide construction monitoring to deliver CIP projects. Specific duties include managing staff to coordinate with the California Department of Transportation, complete Section 7 Consultation, complete the Section 106 process, and obtain Section 404 permits, 1602 Streambed Alteration Agreements and Section 401 Certifications. Mr. Galvin also managed the Mitigation Monitoring and Regulatory Permit compliance throughout construction.
- 2001-07 **Yuba City.** This management position included working closely with the Public Works Department to approve CEQA/NEPA documents, receive regulatory approvals and provide construction monitoring to deliver CIP projects. Specific duties include managing staff to coordinate with the California Department of Transportation, complete Section 7 Consultation, complete the Section 106 process, and obtain Section 404 permits, 1602 Streambed Alteration Agreements and Section 401 Certifications. Mr. Galvin also managed the Mitigation Monitoring and Regulatory Permit compliance throughout construction.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

G P A



Educational Background:

- B.A., Environmental Studies, University of California, Santa Cruz, 1999

Professional Experience:

- GPA Environmental, Senior Environmental Planner/Project Manager, 2008-Present
- PMC, Associate Environmental Planner and Project Manager, 2004-2008
- Caltrans Department of Transportation (District 7), Associate Environmental Planner, 2000-2004

Summary of Experience: Marieka Schrader, a Senior Environmental Planner at GPA, has been working in the environmental planning field for over 10 years. While at GPA, Ms. Schrader has conducted research and technical analysis, prepared environmental documents and permits, performed quality-control reviews, conducted public outreach efforts, and created marketing materials. Her experience includes environmental documentation and processing pursuant to NEPA, CEQA, Section 106, Section 4(f), Endangered Species Act, Clean Water Act, and other applicable environmental laws. Ms. Schrader has managed projects from initiation, including development of scope of work, project description, and preliminary site assessments through final design, PS&E, and constructing monitoring for environmental compliance.

Before joining GPA, Ms. Schrader was an Associate Environmental Planner and Project Manager at PMC Inc., where she managed the environmental process for a number of capital improvement projects throughout California. In addition, Ms. Schrader worked as an Environmental Planner at Caltrans (District 7), where she managed the environmental process for several major highway projects in the Los Angeles area.

Relevant Project Experience:

- 2010 **Placentia Metrolink Station - City of Placentia.** Ms. Schrader prepared the Section 4(f) evaluation and assisted with the Community Impact Assessment for the project, which includes constructing a new Metrolink station as part of the Westgate Specific Plan redevelopment efforts.
- 2011 **Santa Rosa Road Widening – City of Camarillo.** Ms. Schrader is managing preparation of the technical studies and CEQA/NEPA documentation process for the project, which includes widening a portion of Santa Rosa Road from 2 to 4 lanes.
- 2011 **Higuera Street Bridge Replacement – City of Culver City.** Ms. Schrader is managing preparation of the technical studies and CEQA/NEPA documentation process for the project, which includes replacing and widening the Higuera Street Bridge over Ballona Creek.
- 2011 **Agoura Boulevard Widening – City of Agoura Hills.** Ms. Schrader is managing preparation of the technical studies and CEQA documentation process for the project, which includes widening a portion of Agoura Boulevard from 2 to 4 lanes.
- 2011 **North Spring Street Viaduct Widening and Rehabilitation - City of Los Angeles.** Ms. Schrader prepared a revised Section 4(f) evaluation and revised Final EIR/FONSI for City and Caltrans approval of the project, which includes widening and rehabilitating the North Spring Street Viaduct to improve operations, enhance bicycle and pedestrian safety, and seismically retrofit the bridge.
- 2011 **Sepulveda Boulevard Widening - City of Culver City.** Ms. Schrader prepared an Initial Study Checklist and revised the checklist to reflect recent changes to the project, which includes widening Sepulveda

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



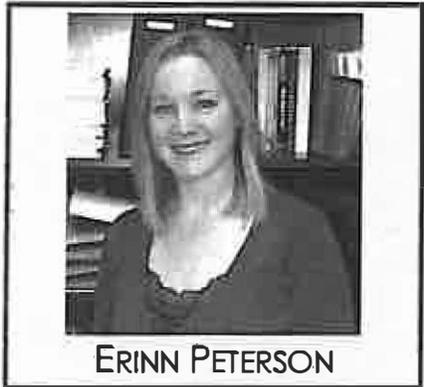
- Boulevard between Playa Street/Jefferson Boulevard and Green Valley Circle to eliminate an existing bottleneck.
- 2011 **Calleguas Creek Bike Trail - City of Camarillo.** Ms. Schrader worked on the CEQA Addendum, assisted with the project NES, and prepared the environmental permit applications required for construction of the project, which includes constructing a bike trail along Calleguas Creek.
- 2010 **US 101/Palo Comado Canyon Road Interchange – City of Agoura Hills.** Ms. Schrader prepared portions of the IS/EA, including the growth and cumulative impacts analyses for the project, which includes widening the US 101/Palo Comado Canyon Road overcrossing in order to accommodate the existing and future traffic conditions, and provide for increased safety.
- 2010 **SR-110 HOT Lanes - California Department of Transportation.** Ms. Schrader prepared portions of the CIA for the project, which was used in support of the project IS/EA, and assisted in the preparation of the public outreach summary report for the project, which includes converting existing HOV lanes to HOT lanes on I-110 in Los Angeles County.
- 2010 **Old Creek Road Bridge – County of Ventura.** Ms. Schrader prepared the visual impact analysis and helped coordinate Section 7 consultation for the project, which includes constructing a new bridge over San Antonio Creek to replace an existing low-water crossing.
- 2009 **Santa Barbara/Ventura US 101 HOV Project - California Department of Transportation.** Ms. Schrader prepared portions of the project IS/EA and coastal permit applications for the City of Carpinteria, Ventura County, and Santa Barbara County, and conducted peer reviews of technical analysis completed for the project, which includes constructing HOV lanes along a 6-mile segment of US 101 In Ventura and Santa Barbara Counties.
- 2009 **Camarillo Drain Widening - City of Camarillo.** Ms. Schrader assisted with the preparation of the permit close-out reports for the project, which included repairing and widening the Camarillo Hills Drain, which was damaged during a storm.
- 2009 **Riverside Drive Bridge Replacement Project - City of Los Angeles.** Ms. Schrader conducted a visual impacts analysis and prepared the draft EIR/EA for the project, which includes seismically retrofitting and widening the Riverside Drive Bridge over the Santa Clara River.
- 2009 **Carpenter Road Bridge – City of Modesto.** Ms. Schrader prepared the Water Quality Report and the 1602 Streambed Alteration Notification Package for the project, which included retrofitting the Carpenter Road Bridge over the Tuolumne River to meet seismic standards.
- 2008 **Morning Drive/SR-178 Interchange – City of Bakersfield.** Ms. Schrader coordinated the technical analysis, CEQA/NEPA documentation, and coordination with the Thomas Roads Improvements Program requirements and Caltrans for the project, which included constructing a new interchange at the existing Morning Drive/SR-178 Intersection In Bakersfield, CA.
- 2008 **Yuba City CIP Manager – City of Yuba City.** Ms. Schrader was contracted by the City of Yuba City to perform contract staff work, as well as oversee environmental clearance for projects under design as part of the City's Capital Improvement Program. Between October 2005 and December 2006, Ms. Schrader was responsible for coordinating with City engineers and managing the environmental process for a number of CIP projects within the City.
- 2008 **Grant Line Road/State Route 99 Interchange Reconstruction – City of Elk Grove.** Ms. Schrader was responsible for overseeing completion of the project wetland delineation and Biological Assessment pursuant to Section 7 of the Endangered Species Act, and managing the environmental permitting process for the project, which included reconstructing and expanding the existing Grant Line Road/State Route 99 Interchange in Elk Grove, CA.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

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- 2008 **Grant Line Road Widening – City of Elk Grove.** Ms. Schrader was responsible for coordinating preparation of the technical analysis, CEQA documentation, and mitigation monitoring plan for the project, which included widening Grant Line Road from the SR-99/Grant Line Road Interchange to Bradshaw Road in Elk Grove, CA.
- 2008 **Franklin Boulevard/Elk Grove Boulevard Intersection Improvements – City of Elk Grove.** Ms. Schrader oversaw revision of the technical analysis, preparation of the revised CEQA document, and management of the environmental permitting process for the project, which included improving the Franklin Boulevard/Elk Grove Boulevard Intersection in Elk Grove, CA.
- 2008 **Elk Grove Rail Stop – City of Elk Grove.** Ms. Schrader coordinated technical analysis and CEQA documentation for the project, which included constructing a new Amtrak rail stop in Elk Grove, CA.
- 2008 **Fire Station No. 4 Relocation – City of Yuba City, CA.** Ms. Schrader coordinated preparation of the technical analysis and the draft CEQA document for the project, which included constructing a new fire station to replace an existing fire station (Station No. 4) in Yuba City, CA.
- 2008 **Rancho Cordova Parkway Interchange – City of Rancho Cordova.** Ms. Schrader coordinated the Preliminary Environmental Assessment Report (PEAR), public scoping meeting, Notice of Preparation, technical analysis, and agency coordination for the project, which included constructing a new interchange over US Highway 50 between Sunrise Boulevard and Hazel Avenue in Rancho Cordova, CA.
- 2007 **ADA Sidewalk and Curb Improvements – City of Yuba City, CA.** Ms. Schrader was responsible for managing technical analysis, CEQA documentation, and NEPA documentation (pursuant to HUD regulations) for the project, which included constructing sidewalk and curb improvements at several locations in Yuba City, CA.
- 2007 **Gauche Park Renovation – City of Yuba City.** Ms. Schrader managed preparation of an addendum to the CEQA document and oversaw implementation of mitigation requirements during final design and PS&E for the project, which included renovating Gauche Park in Yuba City, CA.
- 2007 **State Route 104 Improvements – City of Lone.** Ms. Schrader obtained the Caltrans encroachment permit for environmental field surveys and conducted ongoing coordination for review and approval of the CEQA documentation to secure a construction encroachment permit for the project, which included constructing a new intersection with State Route 104 in Lone, CA.
- 2007 **Bridge Street Reconstruction – City of Yuba City, CA.** Ms. Schrader was responsible for coordinating the technical analysis, CEQA and NEPA documentation, and coordinating with Caltrans, FHWA, and the State Historic Preservation Officer for review and approval of the NEPA documents through Caltrans' Local Assistance Department for the project, which included reconstructing a portion of Bridge Street between Plumas Street and Boyd Avenue in Yuba City, CA.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



Educational Background:

- A.S., Business Management, El Camino College, 2010

Professional Experience:

- GPA Environmental, Associate Environmental Planner, 2008-Present
- LCA Architects, Inc., Project Coordinator, 2003-2008

Summary of Experience: Erinn Peterson, an Associate Environmental Planner at GPA, has been working in the planning field for over 8 years, and has worked on both public and private projects throughout California. While at GPA, Ms. Peterson has conducted research and technical analysis, prepared environmental documents, coordinated public outreach tasks, and assisted with permitting efforts for several projects, including several California Department of Transportation (District 7) projects.

Prior to joining GPA, Ms. Peterson worked for LCA Architects Inc. as a Project Coordinator. While at LCA, she acted as a liaison between developers and various agencies, gaining entitlements for residential developments, negotiating easements and quit-claims required for project mitigation, securing regulatory permits, and performing mitigation monitoring.

Ms. Peterson's diplomatic approach to projects allows her to offer practical solutions to arising challenges, and to move projects forward in a streamlined manner. In addition, her communication skills, attention to detail, and consistent work ethic have won her the support of clients and co-workers alike. Ms. Peterson continues to successfully take on additional challenges and responsibilities at GPA, in both technical and management tasks.

Relevant Project Experience:

- 2009 **Placentia Metrolink Station, City of Placentia, CA – Associate Environmental Planner.** The City of Placentia is proposing to construct a new Metrolink station as part of the Westgate Specific Plan redevelopment efforts. Ms. Peterson completed the preparation of the Community Impact Assessment.
- 2011 **North Spring Street Viaduct Widening and Rehabilitation, City of Los Angeles – Associate Environmental Planner.** The City of Los Angeles, in cooperation with Caltrans, proposes to widen and rehabilitate the North Spring Street Viaduct to seismically retrofit the viaduct, to improve operations, and to enhance bicycle and pedestrian safety. Ms. Peterson has prepared the revised Section 4(f) evaluation and various supporting documentation for the revised Final EIR/EA for City and Caltrans approval of the project.
- 2009-11 **US 101/Palo Comado Canyon Road Interchange, City of Agoura Hills, CA – Associate Environmental Planner.** The City of Agoura Hills is proposing to widen the US 101/Palo Comado Canyon Road Overcrossing in Agoura Hills. Ms. Peterson prepared the WQA, CIA and VIA for the project, in support of the project IS/EA. Ms. Peterson has completed the Administrative Draft IS/EA, which will be submitted for Caltrans review in June 2011.
- 2010-11 **Old Creek Road Bridge Replacement, County of Ventura, CA – Associate Environmental Planner.** The County of Ventura is currently replacing the Old Creek Road low-water crossing over San Antonio Creek with a new bridge structure in Ventura County. Ms. Peterson is responsible for coordination of biological monitoring during the construction process, as well as reporting monitoring results to the California Department of Fish and Game. Ms. Peterson is also responsible for the five-year monitoring required by the Streambed Alteration Agreement for off-site mitigation plantings. Five sites were selected for off-site

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

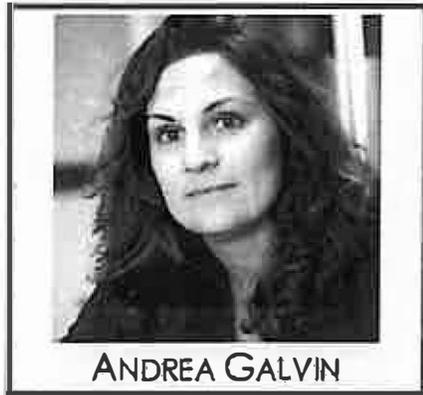


mitigation; Ms. Peterson has performed surveys and provided monitoring reports to the California Department of Fish and Game.

- 2011 **Agoura Road Widening, City of Agoura Hills – Associate Environmental Planner.** The City of Agoura Hills proposes to widen Agoura Road to its ultimate build-out width within the city limits (from 2 to 4 lanes). Improvements to this roadway section include the addition of a bike path, curbs and gutters, landscaped medians, and sidewalks. Ms. Peterson completed the project description necessary for use in all technical studies and the CEQA documentation process for the project.
- 2011 **Calleguas Creek Widening, City of Camarillo, CA – Associate Environmental Planner.** The City of Camarillo completed an EIR for the Calleguas Creek Widening project in 2004. Since that time, changes have been made to the project, which require the completion of a CEQA Addendum. Ms. Peterson is currently preparing the CEQA Addendum required for this project.
- 2008-10 **US 101 HOV Project, California Department of Transportation, CA – Associate Environmental Planner.** The California Department of Transportation proposed to construct HOV lanes along a 6-mile segment of US 101 in Ventura and Santa Barbara Counties. Ms. Peterson assisted in the preparation of portions of the Final IS/EA, prepared Coastal Permit Applications for the City of Carpinteria, Ventura County and Santa Barbara County, and prepared Coastal Consistency Reports outlining project conformance with the California Coastal Act. Ms. Peterson also presented the project during public hearings, community outreach sessions and project status meetings.
- 2010 **Adolfo Road Widening, City of Camarillo, CA – Associate Environmental Planner.** The City of Camarillo is proposing to widen Adolfo Road between Mission Oaks Boulevard and Santa Rosa Road in Camarillo, CA. Ms. Peterson revised and updated the PES form for the project, in support of NEPA approvals.
- 2009-10 **SR 110 HOT Lanes, California Department of Transportation, CA – Associate Environmental Planner.** Caltrans is proposing to convert existing HOV lanes to HOT lanes on SR-110 in Los Angeles County. Ms. Peterson completed portions of the Community Impact Analysis to determine land use, social and economic and environmental justice impacts in the project area, and prepared a public outreach summary report following public circulation of the IS/EA.
- 2010 **Springville Interchange Mitigation Monitoring, City of Camarillo, CA – Associate Environmental Planner.** The City of Camarillo is constructing a new Springville Interchange on US 101 between Central Avenue and Las Posas Road in Camarillo, CA. Ms. Peterson is conducting mitigation monitoring activities, including site visits and compliance documentation.
- 2009 **I-5/Oasis Road Interchange Replacement, City of Redding – Associate Environmental Planner.** The City of Redding, in cooperation with Caltrans, is proposing to improve the existing interchange to accommodate current and future traffic levels. Ms. Peterson prepared a PEAR for Caltrans.
- 2009 **Camarillo Drain Widening, City of Camarillo, CA – Associate Environmental Planner.** The City of Camarillo recently repaired and widened the Camarillo Hills Drain, which was damaged during a storm. Ms. Peterson assisted in preparing various biological documents, in conjunction with the project biologist.
- 2009-10 **Calleguas Creek Bike Trail, City of Camarillo, CA – Associate Environmental Planner.** The City of Camarillo is constructing the second phase of a bike trail along Calleguas Creek. Ms. Peterson assisted in the completion of the CEQA Addendum for the project.
- 2009 **Carpenter Road Bridge, City of Modesto – Associate Environmental Planner.** The City of Modesto proposes to retrofit the Carpenter Road Bridge over the Tuolumne River to meet seismic standards. The bridge would be widened to accommodate pedestrian and bicyclist safety. Ms. Peterson prepared a Section 4(f) *de minimis* memorandum per the Caltrans guidelines, in cooperation with Caltrans District 10.
- 2009 **Monterey Street Bridge Improvements, City of Fresno – Associate Environmental Planner.** The City of Fresno is proposing to seismically retrofit the Monterey Street Bridge, and improve its functional capabilities. Ms. Peterson completed a PES form, and assisted with a CE for both CEQA and NEPA.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

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Educational Background:

- M.S., Historic Preservation, University of Pennsylvania, 1999
- Certificate, Preservation Planning, Istanbul Technical University, Turkey, 1998
- B.S., Environmental Design, University of California, Davis, 1994, with honors

Professional Experience:

- Galvin Preservation Associates, President and Principal Architectural Historian, 2003-Present
- California Office of Historic Preservation, Associate Architectural Historian, 2002-2004
- Caltrans Department of Transportation, District 7, Los Angeles, Associate Architectural Historian, 1999-2001/ Headquarters, Sacramento, 2001-2004
- California Department of Parks and Recreation, Cultural Resource Specialist, 1995-1999

Summary of Experience: Andrea Galvin is the President and Principal Architectural Historian of Galvin Preservation Associates. She has been professionally involved in the research and documentation of historic districts, sites, buildings and structures since 1995. Past experience includes three years working for the California Department of Parks and Recreation working on historic buildings and structures, five years with the California Department of Transportation as an Associate Architectural Historian and two-year tenure at the California Office of Historic Preservation reviewing architectural surveys for compliance with Section 106 of the National Historic Preservation Act and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Specific experience includes conducting architectural surveys and historical research in all regions of California, preparing Historic Structures Reports, HABS/HAER architectural and photographic documentation, Section 106 Compliance, California Environmental Quality Act (CEQA) Compliance Reports, Condition Assessments for Historic Properties, Determination of Eligibilities for the National Register, and the development of complex compliance documents and protective historical covenants for historic properties. She has conducted training on delineating historic districts at cultural resource conferences and workshops, and is a current active member of several state and national preservation organizations.

Qualifications: Ms. Galvin meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Selected Relevant Projects:

Section 106 Reports

- 2009 **I-710 Corridor Widening Project, Los Angeles County.** The California Department of Transportation is proposing to widen a stretch of the I-710 Freeway between the cities of Long Beach and Commerce. GPA conducted survey work along the I-710 Freeway, mapping, identifying potentially affected properties, and DPR 523 form sets. GPA completed a Historic Resources Evaluation Report for Section 106 compliance. Ms. Galvin managed the Section 106 process for the project.
- 2008 **Bridge Retrofit Projects, City of Indio, Riverside County.** The City of Indio, in conjunction with the California Department of Transportation, proposed to seismically retrofit the Jackson Street Overcrossing and Overhead over UPRR and Indio Boulevard. GPA conducted research for the potential that the bridge may have had a significant contribution to the development of the City of Indio. GPA prepared a Historical Resources Evaluation Report (HRER) for the properties located within the project's Area of Potential Effect (APE) in accordance with Caltrans Environmental Guidance and Section 106 of the National Historic Preservation Act.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



- 2008 **Yucca Loma Bridge, Caltrans District 8, Riverside County.** Caltrans is proposing to widen Yucca Loma Road from 2 to 4 lanes between Apple Valley Road to its current terminus. Ms. Galvin managed the preparation of a Historic Property Survey Report (HPSR), Historic Resource Evaluation Report (HRER), Finding of Effect Report (FOE) and DPR inventory forms for the proposed project.
- 2007 **Santa Paula Railroad Depot and Mill. City of Santa Paula.** The Ventura County Transportation Commission completed the restoration of the Santa Paula Railroad Depot and the rehabilitation of an adjacent Mill building to convert the building into a farm heritage museum. The project was designed and constructed using federal transportation enhancement act funding and therefore was processed through Caltrans on behalf of the Federal Highway Administration. As part of Phase I, GPA prepared all the necessary federal environmental compliance documents including a Historic Resources Evaluation Report (HRER), DPR 523A and B form sets, and an Area of Potential Effects (APE) map. The project also included the development of a Conditional No Adverse Effect Report, involving the application of the Secretary of the Interior's Standards for the Treatment of Historic Properties and the preparation of a Historic Structures Report for the restoration of the Depot building. All studies were prepared in accordance with the FHWA Section 106 Programmatic Agreement and CEQA. Phase II of the project involved the restoration of the Depot's second floor into a period-appropriate interpretive space and the rehabilitation of the Mill building into a farm heritage museum. The project involved identifying original fixtures and features and drawing up restoration plans for the proposed project to ensure they conform to the Secretary of the Interior's Standards in accordance with the agreement made with Caltrans and the SHPO in the Conditional No Adverse Effect Report. The two buildings were re-opened in November, 2009. Ms. Galvin was the project manager, and her tasks included co-writing the HPSR, HRER and Effects report, performing detailed examinations of the Depot interior, attending meetings, and coordinating staff.
- 2007 **Riverside Drive Bridge Replacement Project. City of Los Angeles.** The Federal Highway Administration, in conjunction with Caltrans and the City of Los Angeles, is proposing to widen and seismically retrofit the Riverside Drive Bridge located over the Los Angeles River at the north end of Griffith Park, just north of the Victory Boulevard/Riverside Drive exit off of State Route 134. Constructed in 1938, the bridge is a five-span cast-in-place concrete T-beam structure that is 382 feet long and 56 feet wide. The City proposes to use FHWA's Highway Bridge Program to partially fund the project. GPA prepared a Historic Property Survey Report, Finding of Adverse Effect and Memorandum of Agreement in accordance with the Section 106 Programmatic Agreement and CEQA. Ms. Galvin was the project manager who managed the evaluation of the bridge under these laws and Section 106 of the National Historic Preservation Act. She conducted all coordination with the agencies involved, and her tasks included attending all of the PDT meetings, coordinating staff and peer reviewing all documents.
- 2007 **Old Creek Road Bridge replacement, County of Ventura.** The County of Ventura is replacing the Old Creek Road low-water crossing over San Antonio Creek with a new bridge structure in Ventura County. Ms. Galvin managed preparation of the Historic Property Survey Report (HPSR) and Historic Resources Evaluation Report (HRER) for the project in compliance with CEQA, NEPA, and Section 106 of the NHPA.
- 2006 **Indian Canyon Drive Widening. City of Palm Springs.** The Federal Highway Administration and the City of Palm Springs proposed to widen Indian Canyon Drive between W. Coronado Ave. and Garnet Station Rd. from two to four lanes. GPA conducted the historic architectural studies for the project, including determining the Area of Potential Effects and the identification/evaluation of several linear features along the roadway. Included in the identification efforts were several earthen berms, a flood control panel, and an old road corridor. GPA researched into the age of the existing linear features by investigating historic aerial photographs and working with the local flood control district. After the research and identification phase, it was determined that all of the properties located within the project APE were exempt from evaluation because they met the criteria of Attachment 4 of the Caltrans Programmatic Agreement. Ms. Galvin, the project manager, oversaw the determination that the properties met the criteria of Attachment 4.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



- 2005 **U.S. 101 Improvement Projects. City of Los Angeles.** Caltrans proposed the addition of a northbound auxiliary lane between Sliver Lake Blvd. and Vermont Ave., another between Laurel Canyon and Coldwater Canyon, and another between Winnetka Avenue De Soto Ave. on U.S. Hwy. 101. GPA prepared all the historic architectural studies for the three projects, including resource identification and evaluation. The consultant coordinated with the project archaeologist to prepare three separate Historic Property Survey Reports along with the associated Area of Potential Effects map. Ms. Galvin was the project manager and co-authored the documents for these projects.
- 2004 **Southern Pacific Railroad Trestle over Putah Creek, City of Winters, Inyo County.** Ms. Galvin prepared a Historic Architectural Survey Report (HASR) and Finding of Effect (FOE) Document for the rehabilitation of the Southern Pacific Railroad Trestle over Putah Creek in the City of Winters. The historic trestle was converted from non-use to a pedestrian walkway. Ms. Galvin worked with the project engineers to design the new trestle in accordance with the Secretary of the Interior's Standards for Rehabilitation. The bridge re-opened to the public in 2007.

CEQA Reports

- 2009 **Temecula Substation Adobe. City of Temecula.** Southern California Edison proposed to construct a substation on a property that had previously been identified as occupying one of the first adobe buildings in the area. As part of the CEQA process, GPA conducted field work, research, an oral history interview, and completed state inventory forms. Ms. Galvin conducted a site visit and managed the project.
- 2008 **Villa Park Elementary School. City of Villa Park.** Wrote a Historic Resource Report for the proposed demolition of 1930s era school buildings. The report included an evaluation of the building and analysis of project impacts.
- 2007 **Arcadia High School and Foothills Middle School (Arcadia Unified School District Facilities Improvements Program). City of Arcadia.** Managed the preparation of a Historic Resource Report for proposed facilities improvements at Arcadia High School and Foothills Middle School.
- 2007 **4889 Main Street Development Project. City of Yorba Linda.** Co-authored and managed the preparation of a Historic Resource Report for this proposed development project in downtown Yorba Linda.
- 2007 **355 W. Jefferson Avenue Development Project. City of Pomona.** Co-authored the preparation of a Historic Resource Report for this proposed development project of a Craftsman single-family residence in the Wilton Heights Historic District. The report included an analysis of project impacts.

Historic Resource Surveys and Context Statements

- 2009 **Historic Resource Survey and Context Statement. City of Yorba Linda.** Yorba Linda was first established in the early 1900s with the development of the citrus industry. The town remained relatively sleepy until the end of World War II when the country experienced a post-war boom. When the local citrus industry began to decline in the late 1950s, housing developments began to replace the orchards. By the time Yorba Linda was incorporated in 1967, the city had been transformed into a bedroom community, which it continues to be today. The project involved the preparation of a historic context statement for the entire City of Yorba Linda. A reconnaissance-level survey included the preparation of state inventory forms. Ms. Galvin managed the project, wrote most of the historic context statement, and edited the state inventory forms.
- 2009 **Historic Resource Survey Update. City of Whittier.** The project included reviewing the existing City of Whittier Historical Survey. As part of this process, properties that have potential significance and may require further study shall be identified. Created the historic context as part of this project.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

G P A



Educational Background:

- M.Arch. I, California State Polytechnic University, Pomona, 2009
- B.A., Political Science, Lehigh University, 2002, magna cum laude

Professional Experience:

- Galvin Preservation Associates, Associate Architectural Historian, 2008-Present
- Philadelphia Historical Commission, Graduate Intern, 2008
- Caldwell Architects, Architectural Intern, 2007
- California State Polytechnic University, Graduate Assistant, 2007-2008

Summary of Experience: Laura O'Neill is an Associate Architectural Historian at Galvin Preservation Associates. She has a B.A. in Political Science from Lehigh University in Pennsylvania and a M.Arch. I from California State Polytechnic University in Pomona. She has been professionally involved in the field of historic preservation since 2006. Her recent and past assignments have included the preparation of Historic Resource Evaluation Reports for the Warner Grand Hotel in downtown Los Angeles and the Moore House in Palos Verdes Estates; managing an on-call contract with the City of Laguna Beach to prepare Mills Act applications and Secretary of the Interior's Standards compliance letters; and conducting historic resource surveys of the City of Yorba Linda and the Normandie 5 Redevelopment Plan Area for CRA/LA. Ms. O'Neill has also worked as an architectural designer on both remodels and new construction projects. Her current projects include a treatment plan for the Hughes Industrial District in Playa Vista, a tax credit application for the Masonic Temple in Vallejo, and a historic resource survey of the Southeast Los Angeles Community Plan Area.

Qualifications: Ms. O'Neill meets the Secretary of the Interior's Professional Qualifications Standards for architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Selected Relevant Projects:

Section 106

- 2010 **HUD Section 106 Environmental Reviews. City of Long Beach.** GPA is currently preparing environmental reviews for applications for funding on small projects administered through local HUD grants. As part of this work, GPA routinely conducts research and environmental clearance forms in compliance with Section 106 of the National Historic Preservation Act. GPA also manages the Programmatic Agreement between the City of Long Beach and the State Historic Preservation Office. To date, GPA has completed reviews for nearly 560 residences, commercial buildings, parks, and structures in the City of Long Beach as a part of the Section 106 process. Ms. O'Neill tracks all projects, determines which are exempt and which need evaluation, and conducts determinations of eligibility for listing in the National Register.
- 2009 **Westgate Metrolink Station Project. City of Placentia.** Ms. O'Neill prepared a complete Historic Resources Evaluation Report for the Placentia Orange Growers Association citrus packing house. Specific tasks included conducting primary research and field work, preparing a historic context, creating maps, completing state inventory forms, and evaluating properties within the Area of Potential Effect based on National Register criteria. She also prepared the Finding of Effect Report and developed a series of mitigation measures for the proposed Metrolink station project.
- 2009 **I-710 Corridor Widening Project. Los Angeles County.** The California Department of Transportation is proposing to widen a stretch of the I-710 Freeway between the cities of Long Beach and Commerce. Ms. O'Neill participated in the preparation of the Historic Resources Evaluation Report for Section 106 compliance. Specific tasks included field work, completing state inventory forms, and evaluating properties within the Area of Potential Effect based on National Register criteria. She also developed and administered a Microsoft Access database of all of the evaluated properties and their inventory forms.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



- 2009 **Santa Barbara/Ventura US 101 HOV Project.** **Ventura and Santa Barbara Counties.** The California Department of Transportation is proposing to construct HOV lanes along a six-mile segment of US 101 in Ventura and Santa Barbara Counties. Ms. O'Neill prepared over 30 visual simulations of the proposed project.

CEQA Reports

- 2010 **House of Hope. City of Duarte.** The structure, built in 1913, first served medical purposes and was later constructed as a synagogue. The proposed project involves the rehabilitation of the building as a multi-purpose space. Services included an evaluation of the National Register eligibility of the building, a detailed survey of the character-defining features, and an analysis of compliance with the Secretary of the Interior's Standards. The project is Categorical Exempt from CEQA. Ms. O'Neill co-conducted the field work and prepared a memorandum on building code issues.
- 2010 **Hollywood Center Studios. City of Los Angeles.** In 1919, Jasper Johns, a former associate of Charlie Chaplin, built three production stages and bungalows on a 16.5-acre site and named it Hollywood Studios Inc. Buildings were added and the name changed several time; however, the studio has always been operated as a facility for independent film and television production. The proposed project involves the demolition of three buildings adjacent to the historic studio lot that were constructed in 1937. The Historic Resource Report concluded that the buildings were not historically associated with the studio and were not significant in any other contexts. Ms. O'Neill was the principal investigator and author of the report.

Historic Context Statements and Resource Surveys

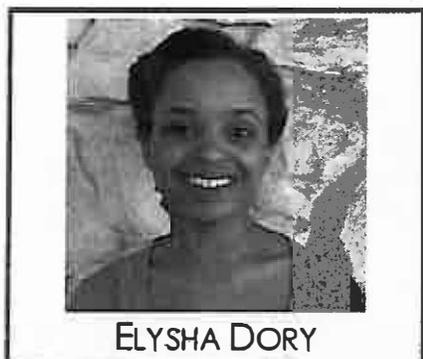
- 2009 **Historic Resource Survey and Context Statement. City of Yorba Linda.** Yorba Linda was first established in the early 1900s with the development of the citrus industry. The town remained relatively sleepy until the end of World War II when the country experienced a post-war boom. When the local citrus industry began to decline in the late 1950s, housing developments began to replace the orchards. By the time Yorba Linda was incorporated in 1967, the city had been transformed into a bedroom community, which it continues to be today. The project involved the preparation of a historic context statement for the entire City of Yorba Linda. A reconnaissance-level survey included the preparation of state inventory forms. Ms. O'Neill prepared state inventory forms.
- 2009 **Historic Resource Survey Update. City of Whittier.** Reviewed previously prepared inventory forms for the City of Whittier and assigned ranking codes based on an integrity matrix.

Other Projects

- 2010 **3633 Market Street Building. City of Riverside.** The City of Riverside Redevelopment Agency hired GPA to complete HABS documentation for a historic building on Market Street. Tasks included measured drawings for the building and black and white photographic recordation prepared in a manner consistent with HABS guidelines. Ms. O'Neill created as built AutoCAD HABS drawings and compiled the final report.
- 2010 **Secretary of the Interior's Standards Compliance Letters. City of Laguna Beach.** The City of Laguna Beach refers historic property owners to GPA to evaluate proposed construction projects for compliance with the Secretary of the Interior's Standards for the Treatment of Historic Properties. Ms. O'Neill has completed three evaluations to date. Her work includes conducting a site visit to determine the property's current conditions, determining which set of the Secretary of the Interior's Standards to apply, reviewing and analyzing the project plans for compliance with the applicable Standards, working with the project architects to determine solutions to areas of concern, and preparing a letter report summarizing the results of the evaluation and explaining any additional areas of concern.
- 2009 **Santa Paula Railroad Depot and Mill. City of Santa Paula.** This project involved the rehabilitation of two buildings in Santa Paula that were identified as historic properties through the evaluation process. Ms. O'Neill completed research, site monitoring, and progress reports during construction.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

G P A



Educational Background:

- Master of Historic Preservation, University of Southern California, 2010
- B.A., History, College of William and Mary, 2008

Professional Experience:

- Galvin Preservation Associates Inc., Architectural Historian II, 2010-Present
- Office of Historic Resources, Intern, 2010-2011
- Los Angeles Conservancy, Intern, 2010
- Pasadena Heritage, Intern, 2009-2010
- National Trust for Historic Preservation, Intern, 2009

Summary of Experience: Elysha Dory is an Architectural Historian II at Galvin Preservation Associates. She has a background in history, architectural history, and historic preservation. Ms. Dory has a B.A in History from the College of William and Mary and a Master's of Historic Preservation from the University of Southern California. Her recent and current projects include Survey LA in the Southeast Community Plan Area of Los Angeles, the Historic Resource Treatment Plan for the Hughes Industrial Historic District in Playa Vista, and the National Register applications for the Masonic Temple and Old City Hall in Vallejo, California.

Qualifications: Ms. Dory meets the Secretary of the Interior's Professional Qualifications Standards for history and architectural history pursuant to the Code of Federal Regulations, 36 CFR Part 61, Appendix A.

Selected Relevant Projects:

Historic Context Statements and Resource Surveys

- 2011 **Survey LA Year 1, Group 2. City of Los Angeles.** GPA is currently participating in Survey LA with a large team of other consulting firms. Year 1, Group 2 includes two community plan areas. GPA will be surveying the Southeast Los Angeles Community Plan Area, which includes neighborhoods such as Watts and the Central Avenue Corridor. Ms. Dory will be co-conducting the field work.
- 2009 **Survey LA Fenway Park Tract Survey. City of Los Angeles.** The Fenway Park Tract is a residential neighborhood located in the West Adams neighborhood of Los Angeles. Ms. Dory participated in a survey of the neighborhood, prepared state inventory forms, and assisted in research for a historic context statement.

Landmark Nominations and Historic Preservation Tax Credit Certifications

- 2011 **Old City Hall and Old Masonic Temple. City of Vallejo.** Old City Hall and the Old Masonic Temple are excellent examples of early architecture in the City of Vallejo, dating from the late 19th and early 20th centuries. Domus Development plans to rehabilitate the buildings as artists' lofts. Ms. Dory is preparing Part I of the Historic Rehabilitation Tax Credit applications, as well as the National Register applications. Work included an initial site visit, research, property descriptions, and statements of significance.
- 2011 **Rosslyn Hotel Annex. City of Los Angeles.** The Rosslyn Hotel Annex was designed in 1923 by Parkinson and Parkinson. The SRO Housing Corporation plans to rehabilitate the building and rent the units to low-income individuals. Ms. Dory is preparing Part I of the Historic Rehabilitation Tax Credit application, as well as the National Register application. Work included an initial site visit, research, property description, and statement of significance.
- 2009 **Markham Place Historic District. City of Pasadena.** The Markham Place Historic District was one of the first areas developed in the City of Pasadena. The District includes excellent and intact examples of residential buildings constructed between 1887 and 1935. Ms. Dory assisted Pasadena Heritage with a

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



historic resource survey of the area as well as the historic context statement for the National Register application.

Section 106

2010 **HUD Section 106 Environmental Reviews. City of Long Beach.** GPA is currently preparing environmental reviews on small projects administered through local HUD grants. As part of this work, GPA routinely prepares environmental clearance forms in compliance with Section 106 of the National Historic Preservation Act. GPA also manages the Programmatic Agreement between the City of Long Beach and the State Historic Preservation Office. To date, GPA has completed reviews for nearly 560 residences, commercial buildings, parks, and structures. After GPA receives the projects, the team determines which are exempt and which need evaluation, and conducts determinations of eligibility for listing in the National Register. Ms. Dory assists with preparing the appropriate environmental and state inventory forms.

Other Projects

2010 **Hughes Industrial Historic District Historic Resource Treatment Plan. City of Los Angeles.** The Ratkovich Company purchased the Hughes Industrial Historic District in the Playa Vista. The former home of Hughes Aircraft, the district was previously determined eligible for listing in the National Register. GPA prepared a Historic Resource Treatment Plan, which documents the history and significance of the district, identifies the character-defining features of the eleven contributing buildings and makes recommendations for their treatment, and provides guidelines for rehabilitation and new construction. Ms. Dory's work included site visits to determine conditions and character-defining features of two contributing buildings, research on the history of the site, and preparation of the historic context and statement of significance.

2007 **Historic Resource Survey. City of Savannah.** Ms. Dory's work included field work, completion of measured drawings, and writing descriptions for select properties in the City of Savannah.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

G P A



KURT LEGLEITER

Education/Professional Credentials:

- B.S., Environmental Health Science, California State University, Fresno, 1994
- B.A., Urban and Environmental Planning, California State University, Fresno, 1994
- Community Noise Enforcement Certification, Rutgers State University of New Jersey, 2001

Professional Experience:

- AMBIENT Air Quality & Noise Consulting, Principal, 2004-Present
- EDAW, Inc., Air Quality & Noise Practice Manager, 1997-2004
- Michael Paoli and Associates, Environmental Planner, 1995-1997
- San Joaquin Valley Air Pollution Control District, Air Quality Planner, 1993-1995

Summary of Experience: Kurt Legleiter is the Principal Air Quality and Noise Specialist and sole proprietor of AMBIENT Air Quality & Noise Consulting. His project experience spans over 17 years and encompasses both the public and private sectors. He specializes in the preparation of air quality and noise analyses in support of community planning and development projects subject to review under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Mr. Legleiter is proficient in the use of various air quality and noise modeling software programs, including URBEMIS2007, SCREEN3, ISCST3, HARP, CALINE4, FHWA Traffic Noise Model, CalEEMod, FHWA Road Construction Noise Model, and the FAA Integrated Noise Model.

Specific Project Experience:

Westgate Metrolink Station Project Air Quality Conformity Analysis, City of Placentia, CA. The purpose of the project was to provide a Metrolink commuter rail station that met both current and future transit demands and fostered train ridership growth in the region. The project is a key component of the transit-oriented district envisioned in the proposed Westgate Specific Plan. The Westgate Metrolink Station project included a third rail for commuter trains, pedestrian and other infrastructure improvements, as well as the development of new rail platforms and parking. AMBIENT Air Quality & Noise Consulting prepared the air quality conformity assessment for the proposed project.

Bay Area Rapid Transit Station EIR, Dublin and Pleasanton, CA. The proposed project included development of a new transit station located within the median of westbound and eastbound traffic on I-580; as well as, development of a larger transit village project, including parking garages, a hotel, and various other commercial and residential components. Mr. Legleiter prepared the air quality and noise technical analyses for the proposed project.

Elk Grove Rail Stop IS/EA, City of Elk Grove, CA. The proposed project included development of a new transit station to serve AMTRAK passengers in the City of Elk Grove. Mr. Legleiter prepared the air quality and noise technical analyses for the project, in accordance with Federal Transit Administration and Caltrans-recommended methodologies.

International Drive Extension IS/EA, Rancho Cordova, CA. The proposed project included the extension of International Drive, between Kilgore Drive and Sunrise Boulevard. The project includes construction of a six-lane bridge over the Folsom South Canal. Mr. Legleiter prepared the air quality and noise technical analyses for the project.

McHenry Avenue Corridor Improvements Project, San Joaquin County, CA. The proposed project included various improvements to McHenry Avenue and River Road, including road widening and interchange improvements, construction of a new bridge over South San Joaquin Irrigation District Canal, and construction of a new bridge over

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



Stanislaus River. Mr. Legleiter prepared the air quality and noise technical analyses for the project, in accordance with Caltrans-recommended methodologies and guidance.

Monterey-Salinas Transit Station IS/ EA, Marina, CA. The proposed project included development of a new transit station to serve the Monterey-Salinas Transit. The proposed project included the proposed future development of a residential and commercial component, as well as, construction of a park-and-ride facility. Mr. Legleiter prepared the air quality and noise technical analyses for the proposed project.

Vacaville Bay Area Rapid Transit Station IS/MND, Vacaville, CA. The proposed project included the construction and operation of an intermodal station and a park-and-ride facility; as well as, the development of a total of transit-oriented retail and office land uses. Mr. Legleiter prepared the air quality and noise technical analyses for the proposed project.

Grant Line Road & State Route 99 Interchange Project EIR, City of Elk Grove, CA. The proposed project included development of a new freeway interchange. Mr. Legleiter prepared the air quality, noise, and groundborne vibration technical analyses for the project, in accordance with Caltrans-recommended methodologies and guidance.

San Luis Obispo County Regional Transportation Plan Update EIR, San Luis Obispo Council of Governments. The Regional Transportation Plan is a comprehensive Plan that guides transportation policy for the region and provides recommendations concerning improvements to the existing transportation systems. Mr. Legleiter prepared the noise Impact assessment for the proposed project.

State Route 99 & Elk Grove Boulevard Interchange Improvement Project EIR, City of Elk Grove, CA. The proposed project included development of a new freeway overpass and rerouting of freeway on/off ramps for the Elk Grove Boulevard and State Route 99 interchange. Mr. Legleiter prepared the air quality, noise, and groundborne vibration technical analyses for the project, in accordance with Caltrans-recommended methodologies and guidance.

State Route 104 Improvement Project EIR, City of Lone, CA. The proposed project included various improvements to State Route 104, including construction of a new connection to State Route 104 and roadway widening at the State Route 104/Foothill Boulevard Intersection. Mr. Legleiter prepared the air quality and noise technical analyses for the project, in accordance with Caltrans-recommended methodologies and guidance.

US 101/Palo Comado Canyon Road Interchange, Agoura Hills, CA – Principal Air Quality Analyst. The City of Agoura Hills is proposing to widen the US 101/Palo Comado Canyon Road Overcrossing in Agoura Hills. Mr. Legleiter is preparing the air quality technical analysis for the project, in accordance with FHWA and Caltrans-recommended methodologies and guidance.

cogstone

PALEONTOLOGY - ARCHAEOLOGY - HISTORY



G P A

Education/Professional Credentials:

- M.S., Anatomy (Evolutionary Morphology), University of Southern California, Los Angeles, 1994
- B.S., Anthropology (Physical), University of California, Davis, 1979
- Registered Professional Archaeologist
- Certified Los Angeles County Archaeologist
- Certified Los Angeles County Paleontologist

Professional Experience:

- Cogstone Resource Management Inc., Principal Investigator, 2001-Present
- RMW Paleo Associates, Inc., Principal Investigator for Paleontology, 1999-2001
- George C. Page Museum, Natural History Museum of Los Angeles County, Research Associate, 1993-1999

Summary of Experience: Sherri Gust has more than 30 years of experience in California, acknowledged credentials for meeting national standards, and is a certified/qualified principal archaeologist and paleontologist in all California cities and counties that maintain lists. Gust is an Associate of the Natural History Museum of Los Angeles County in the Vertebrate Paleontology and Rancho La Brea Sections. She is a Member of the Society of Vertebrate Paleontology, Society for Archaeological Sciences, Society for Historical Archaeology, the Society for California Archaeology and others. She has special expertise in the identification and analysis of human, animal and fossil bone. In addition, she is a Reader at the Huntington Library and is knowledgeable about archival research. Gust is an Orange County Certified Professional Archaeologist and Paleontologist.

Specific Project Experience:

Caltrans District 12, Pacific Coast Underground Utility Project, Orange County, CA: Principal Archaeologist; Historic Properties Survey Report (HPSR) and appended Archaeological Survey Report (ASR).

Caltrans District 12 and OCTA, Westgate Metrolink Station Project, Placentia, CA: Principal Archaeologist and Paleontologist; Archaeological Survey Report (ASR).

Caltrans District 12, La Paz Road Improvements, Laguna Hills and Mission Viejo, CA: Principal Archaeologist; Historic Properties Survey Report (HPSR) and appended Archaeological Survey Report (ASR).

OCTA, Doubletrack Extension Project. Laguna Niguel and San Juan Capistrano, CA: Principal Archaeologist and Paleontologist; Archaeological and Paleontological Assessment Report.

Caltrans District 12, Santiago Bike Trail Project, Santa Ana, CA: Principal Archaeologist and Paleontologist; Archaeological Survey Report.

OCTA, Metrolink Expansion Services Project at Fullerton Station, the Laguna Niguel Turnback Facility and the Alton-Bake Layover Facility and El Toro Siding Extension, Orange County, CA: Principal Archaeologist and Paleontologist; Archaeological and Paleontological Assessment Report.

Caltrans District 12 and FHWA, Interstate 5/Ortega Highway Interchange, San Juan Capistrano, CA: Principal Paleontologist; Paleontological Resources Literature Review.

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

G P A



TERENCE W. AUSTIN

Education/Professional Credentials:

- MBA, Business Management, University of California, Irvine, 1980
- MS, Transportation, University of NSW, Canterbury, NZ, 1965
- BS, Mathematics, University of Canterbury, NZ, 1964
- BE, Civil Engineering, University of Canterbury, NZ, 1962

Professional Registrations/Memberships:

- Professional Engineer #TR1123, Professional Traffic Operations Engineer
- American Planning Association, Member
- Institute of Transportation Engineers, Member

Summary of Experience: Terence Austin has a background of more than 35 years in transportation planning, during which time he has been involved in transportation projects throughout California and other parts of the country. He has worked with many cities and communities in southern California, assisting in a variety of transportation needs for applications such as General Plans, Specific Plans, Corridor Studies, and Traffic Impact Studies. With specific expertise in long-range planning and effective integration of transportation needs and strategies into overall land use planning, he is a frequent speaker on transportation topics and has briefed many Planning Commissions and City Councils on transportation issues.

Specific Project Experience (projects below were completed with other firms):

Development Plans. Circulation Studies for Major Development Projects - Project Manager. Ladera Ranch (8,100 units); Centennial (24,000 units); Majestic Hills (5,400 units); Newhall Ranch (21,000 units); Waterman Junction (24,000 units); Rancho Mission Viejo Ranch Plan (14,000 units); Tejon Mountain Village (3,400 units); The Ranch Plan (14,000 units); Tustin Legacy (5,000 units)

Traffic and Noise Studies. Freeway Widening Studies, Various Locations – Project Manager. Mr. Austin served as the traffic study Project Manager for a number of Freeway Widening projects throughout southern California. These studies ranged from Feasibility Studies (SR-55 and SR-91) to PSR's and PR's for segments of the I-5 Freeway in south Orange County. In each case, a comprehensive traffic report was prepared to document the results of the traffic analysis work.

City of Placentia - Project Manager. Placentia Metrolink Station. Citywide Traffic Study

City of Tustin - Project Manager. Tustin Legacy; Various infrastructure studies

City of Lake Forest (completed with other firms) - Project Manager. Vacant Land Opportunities Study; Citywide Traffic Study; Lake Forest Transportation Mitigation Program

City of Huntington Beach - Project Manager. The Village at Bella Terra; The Ripcurl; Beach Boulevard/Edinger Avenue Specific Plan; Citywide Traffic Study

City of Brea - Project Manager. La Floresta; Brea Mall Expansion; Citywide Traffic Studies; Nexus Program; Various project development studies

Temecula Traffic Model and General Plan Circulation Element - Project Manager. Mr. Austin was Project Manager for a Circulation Element Traffic Study, which analyzed the circulation system needs associated with the Land Use Element of the City's General Plan. It described the methodology and technical analysis results pertaining to the arterial highway component of the Circulation Element update, and thereby provided a resource document for the update and the accompanying EIR.

Encinitas Specific Plan and General Plan - Project Manager. Mr. Austin was Project Manager for a citywide traffic study for the City of Encinitas and for a subsequent Specific Plan for an undeveloped portion of the City. The study contained existing and future traffic information and was provided as resource material to assist the City in adopting the Specific Plan and updating the General Plan Circulation Element. The technical analysis results presented pertained to the arterial roadway component of the Circulation Element. Existing conditions were

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE

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compared with the anticipated growth in traffic on the City's street system, and recommendations made with respect to an updated arterial roadway component.

Newhall Ranch - Project Manager. Mr. Austin was Project Manager for the Traffic Analysis for this project in the Santa Clarita Valley. The purpose of the study was to provide the necessary documentation to support the General Plan Amendment and Specific Plan prepared for the project and to serve as a technical source for the Newhall Ranch Environmental Impact Report. Comprising approximately 11,960 acres, it planned to have 24,680 dwelling units and associated industrial and commercial uses when fully built out. A large portion of the area will remain in permanent open space, with the development clustered into villages.

I-5/I-405 Confluence - Project Manager. Mr. Austin was Project Manager for the traffic study carried out for the I-5/I-405 confluence in Orange County. The work included the preparation of traffic forecasts and then the analysis of various alternatives to compare operational performance and identify capacity needs. The results were used in both the PSR and PR for this major project.

Riverside County to Orange County MIS - Project Manager. Mr. Austin was Project Manager for the Traffic Analysis part of this Major Investment Study. The work involved analyzing various alternatives for increasing capacity between the two counties. A major part of the work effort was analyzing existing and future traffic operations for the SR-91 freeway.

Freeway Interchange Studies - Project Manager. Mr. Austin has been Project Manager for numerous PSR and PR traffic studies for freeway interchange projects. Examples include I-5/Hasley Canyon Rd, I-5/Magic Mountain Pkwy, I-5/SR-126 connection (Santa Clarita Valley), I-5/Crown Valley Pkwy, and I-5/Ortega Hwy (Orange County).

Orange County Transportation Corridors - Project Principal. Mr. Austin has been Project Principal for numerous special studies for Orange County's tollways. The studies have included interchange analyses, phasing analyses, and most recently a detailed study of the proposed extension of the Foothill Transportation Corridor (SR-241) from its current termination to I-5. The work has involved preparing traffic forecasts and carrying out capacity analyses for 40 land use/transportation alternatives.

Traffic Impact Assessments. Traffic Modeling, Various Locations - Project Manager. Santa Clarita Valley Traffic Model refinement and applications; City of Brea Traffic Model and Circulation System Analyses; City of Laguna Niguel Traffic Model and General Plan Circulation Element; City of San Clemente Traffic and Circulation Element Update; City of Costa Mesa Traffic Model and Circulation Element Update; City of Encinitas Traffic Model and Circulation Element Update; City of Newport Beach Traffic Model and Circulation Element Update; City of Oxnard Traffic Model and Circulation Element Update; City of Camarillo Traffic Model and Circulation System Analysis; City of Irvine Citywide Traffic Model and Sub-Area Models; City of Huntington Beach Traffic Model and Circulation Element Update; City of Laguna Hills Traffic Model and Circulation Element Update

Transportation Planning. Transportation Analysis/Special Studies – Project Manager. I-5/I-405/Bake Pkwy Traffic Study; Orange County Transportation Corridor Analyses (various studies); Orange County Master Plan of Arterial Highways (various studies for specific applications); Tustin MCAS Reuse Planning Study; El Toro MCAS Reuse Planning Study; Irvine Spectrum Traffic Analysis; Irvine Business Complex Traffic Analysis; West Orange Circulation Study; Freeway Interchange Studies (various locations); Santa Ana Arena; Foothill Circulation and Phasing Study; Newport Center Transit Center Facility Programming; Orange County Transportation System Management; Eastern Transportation Corridor Transition Study; San Joaquin Hills Transportation Corridor South End Analysis

Comprehensive Transportation Planning, Various Locations - Project Manager. Anaheim Circulation and Transportation Management Study; Huntington Beach Circulation Element; Encinitas General Plan Circulation Element; Bishop General Plan Circulation Element; Newport Beach General Plan Circulation; Orange General Plan Circulation; San Clemente General Plan Circulation Element; Irvine General Plan Circulation Analysis; City of Ventura General Plan Circulation Element; Temecula Circulation Element; Tustin General Plan Circulation; San Juan Capistrano Circulation Element; Copenhagen Regional Transportation Study; London Transportation Study; Santa Clarita Valley Long-Range Circulation Analysis; S. Orange County Transportation Infrastructure Improvement

TEAM MEMBERS QUALIFICATIONS AND EXPERIENCE



DAVID LORD, PH.D.

Educational Background:

- Ph.D., University of London, Bartlett School of Architecture
- Master of Architecture, Architectural Acoustics, University of California, Berkeley

Professional Experience:

- 45dB.com, Principal Consultant
- California Polytechnic State University, San Luis Obispo, Professor of community noise and acoustical engineering
- American Society of Heating, Member
- Refrigerating and Air Conditioning Engineers, Member
- The Acoustical Society of America, Member
- The American Institute of Physics, Member
- The Institute of Noise Control Engineering, Member
- The Audio Engineering Society, Member

Summary of Experience: For more than 20 years, David Lord has worked with architects, engineers, building contractors and public agencies to assess and solve problems in acoustics, noise and vibration. Dr. Lord is recognized as an acoustical consultant by several municipal and county planning departments and has provided acoustical consulting services for projects located in the following counties in California: San Luis Obispo, Santa Barbara, Orange, San Bernardino, Ventura and Los Angeles. David Lord is approved by the Department of Defense as an acoustical consultant at Vandenberg Air Force Base and at the Naval Facilities Engineering Command, Port Hueneme.

Selected Project Experience:

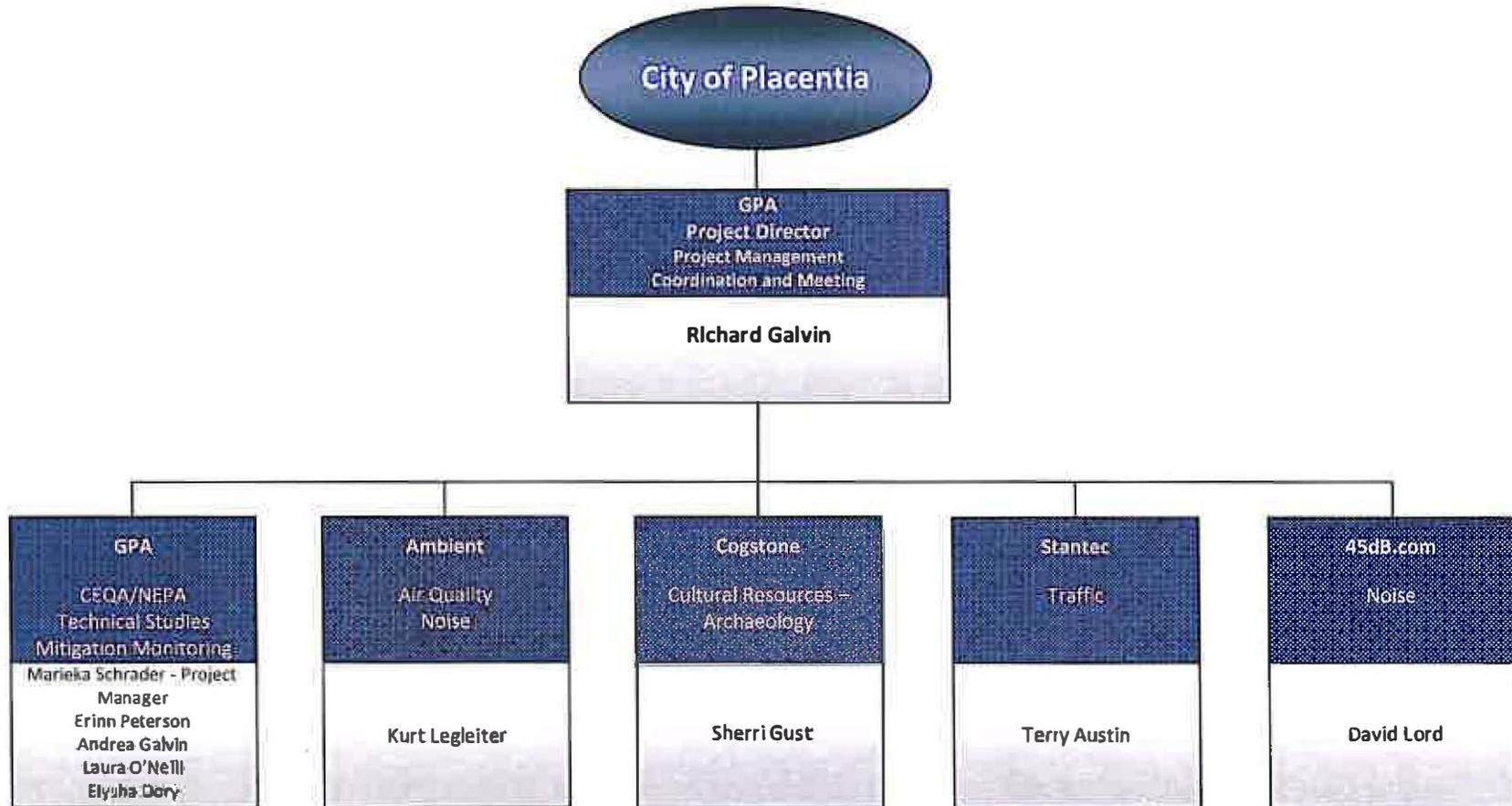
Projects range in scale and complexity from residential to commercial and institutional developments. All noise assessments rigorously follow Caltrans and ASTM standard procedures, while adhering to local planning standards and noise ordinances and the Uniform Building Code.

Enos Ranchos and Mahoney Ranch General Plan Amendment/Zone Change/Specific Plan Amendment/Annexation, Santa Maria, CA. Environmental Impact Report, Noise Impact Assessment for Enos Ranchos and Mahoney Ranch General Plan Amendment/Zone Change/Specific Plan Amendment/Annexation, with Science Applications International Corporation (SAIC).

Westgate Metrolink Station, Placentia, CA. Environmental Impact Report, Noise Impact Assessment, including rail noise issues, for Westgate Metrolink Station, with Crawford, Multari and Clark Associates.

Expert testimony for William S. Walter, Attorney, eminent domain compensation case, San Luis Obispo, CA.

ORGANIZATION CHART



I. Project Description/Understanding

The City of Placentia is working with the Orange County Transportation Authority (OCTA) to design and build a new Metrolink station within the Placentia city limits. An Environmental Impact report (EIR) was certified by the City, pursuant to the California Environmental Quality Act (CEQA) for the proposed project in 2007; however, since that time there have been new or revised project features proposed that were not included in the EIR, including a new location for the proposed parking lot and a new water well required for the station. Therefore, a Supplemental EIR and supporting technical analysis are required pursuant to Section 15163 of the CEQA Guidelines.

The OCTA has indicated that they have federal grant funds available to partially fund the new station; therefore, environmental analysis pursuant to the National Environmental Policy Act (NEPA) is required. Some technical analysis was previously initiated pursuant to NEPA, but these studies will need to be updated and expanded to include the recent project changes. It is understood between the City and OCTA that the City would lead the NEPA efforts, but that the Federal Transit Administration (FTA) would be the federal lead agency for NEPA. An Environmental Assessment (EA) leading to a Finding of No Significant Impact (FONSI) is expected to be the appropriate level of documentation pursuant to NEPA.

II. General Approach

A consistent and well-structured approach to each project is imperative to maintaining efficient and high-quality environmental documentation, and meeting client needs. To ensure that we produce consistently high quality products for the City, we will adhere to the following principles:

- GPA will act as an extension of City staff, providing the necessary technical support to ensure that City needs are met, and that deliverables are completed in a timely manner. GPA is committed to being highly responsive to City requests, and providing adequate staff resources at all times.
- GPA will draw upon our staff's collective experience with the environmental analysis of public infrastructure projects to identify individual project needs and constraints early on in the process. Defining an appropriate scope clearly and accurately will allow us to avoid unnecessary work efforts and project delays.
- GPA staff and team members specialize in the environmental analysis of public infrastructure projects, which will ensure that project tasks will be completed in the most accurate and efficient way possible. Staff understanding of both the technical and management aspects of these projects will facilitate project development and environmental approval.
- GPA will consistently evaluate the progress of each project to ensure that individual tasks are moving forward satisfactorily and that any existing issues are being addressed. When needed, GPA will act as a liaison between project team members, and help to identify solutions to ensure that any arising issues are dealt with promptly and appropriately.
- GPA will employ a quality assurance/quality control program for each project to ensure that all documents submitted to the City are of consistent and high quality. GPA project managers will maintain open lines of communication with staff planners and specialists, and will conduct regular review of staff work product. All work will be reviewed by the project manager before submittal to the City.



III. Project Scope

Task 1: Project Management

Throughout the environmental process, GPA will maintain a clear line of communication with the City, OCTA, and FTA as needed, and will conduct regular status checks to ensure all tasks are on schedule and within budget. The GPA Project Manager will prepare a monthly progress report for each task order that includes the progress of each task, new and ongoing issues, proposed resolutions, and estimated impact on the schedule. GPA will also maintain both electronic and hard copies of the complete environmental record for each project deliverable, and will provide the City with a copy of all documentation.

Deliverables: Complete Environmental Record

Task 2: Coordination and Meetings

GPA will coordinate all tasks with the GPA and sub-consultant staff, the City, OCTA, and FTA as necessary for the approval of all deliverables. The GPA Project Manager will attend up to 12 project meetings throughout the environmental process, including field meetings, regular PDT meetings, and special meetings with OCTA and/or FTA relating to the environmental process.

Deliverables: Attendance at up to 12 project meetings

Task 3: Technical Analysis

GPA previously prepared several technical studies for the project that will be updated to address the revised project features. GPA will utilize in-house staff and sub-consultant staff to conduct the updated technical analysis for the project. All technical studies will be conducted by qualified professionals, and shall contain a sufficient level of analysis needed to make subsequent determinations pursuant to CEQA and NEPA, as well as other laws and regulations applicable to the project.

3.1 Community Impact Technical Memorandum

GPA will update the Community Impact Assessment Technical Memorandum to include the new project features. Specifically, GPA will analyze impacts to the surrounding community and existing residents that may be affected by the proposed new water well and revised parking lot location. Project impacts and mitigation measures will be included in the Supplemental EIR and EA.

Deliverables: Updated Community Impact Technical Memorandum

3.2 Historical Resources

Section 106 Documentation

GPA will revise the historic/Section 106 analysis to include the new project features. GPA will update the Area of Potential Effect (APE) map as needed to reflect the revised project features. This would include adding the Boys and Girls Club building that would potentially be demolished as part of the project and evaluating this property. GPA will update the Section 106 documentation, including the Historic Resources evaluation Report (HRER), to reflect all project changes, and will determine whether any of the properties in the APE are of historical significance, based on specific criteria used for determining historical significance for the purposes of CEQA. GPA will coordinate as needed with the City, OCTA, and FTA for review and approval of these documents. Project impacts and mitigation measures will be included in the Supplemental EIR and EA.

Finding of Effect and Memorandum of Agreement

If the project would result in an adverse impact to a historic property, GPA will update the Finding of Effect (FOE) and Memorandum of Agreement (MOA) to document adverse effects of the project on the property, and will coordinate as needed with the City, OCTA, FTA, and the State Historic Preservation Officer (SHPO) for review and approval of this documentation.

Deliverables: Updated Section 106 Documentation, updated FOE and MOA (if applicable)

3.3 Noise

45db will update the existing Noise Study Report to include the new project features. Specifically, 4Sbd will perform a sound level study and acoustical modeling related to the updated traffic information and revised parking lot location. The study shall utilize traffic data (estimated ADT) to derive sound levels for future traffic noise. Acoustical modeling software CADNA/A, which is TNM compliant, will be used to produce simulations for acoustical scenarios. Topography and inserted built environment are included as part of the acoustical modeling assumption, in concert with other components of the RFP. Project impacts and mitigation measures will be included in the Supplemental EIR and EA.

Deliverables: Updated Noise Study report

3.4 Archaeology

Cogstone Resource Management Inc. will prepare a supplement to the existing Archaeological Study Report (ASR) to include new project features. Specifically, Cogstone will survey any additional areas not covered by the original APE, and will prepare a supplemental ASR will include any areas that were not included in the original archaeological report. Project impacts and mitigation measures will be included in the Supplemental EIR and EA.

Deliverables: Updated Archaeological Survey Report

3.5 Air Quality

AMBIENT Air Quality and Noise Consulting will prepare an Air Quality Study Report (AQSR) that will include the new project features. Specifically, AMBIENT will analyze impacts that include the updated traffic information and revised parking lot location. The AQSR will be prepared in reference to the air quality analysis completed for the 2007 EIR and previous NEPA analysis. Project impacts and mitigation measures will be included in the Supplemental EIR and EA.

The AQSR will include a description of regional and local air quality, attainment conditions, and conformity requirements. Meteorological conditions in the vicinity of the project site that could affect air pollutant dispersal or transport will be described, if needed. However, field monitoring of meteorology and pollutant emissions is not anticipated to be required and has not been included in this scope of work. Applicable air quality regulatory framework, standards, attainment status, and significance thresholds will be discussed.

Short-term construction-generated emissions of criteria air pollutants and greenhouse gas (GHG) emissions will be quantified. Emissions modeling will be conducted based on equipment and construction schedule information, to be provided. Localized increases in construction-generated PM concentrations at nearby receptors will be qualitatively discussed.

The project's conformity with regional and project-level air quality attainment efforts will be discussed. Accordingly, this analysis will include a discussion of regional air quality attainment efforts. The conformity of applicable regional transportation improvement projects with regional air quality attainment plans will also be discussed. Based on a preliminary review of the proposed project, the project is not anticipated to be considered a "project of air quality concern" with regard to project-level conformity requirements. This scope of work assumes

that the proposed improvements would be consistent with the regional transportation/transportation improvement plans and would not result in a substantial increase in traffic volumes. Operational mobile-source criteria air pollutants associated with project implementation will be quantified and included in the report.

The project's contribution to localized concentrations of mobile-source carbon monoxide (CO) and particulate matter (PM) will be assessed. Local CO concentrations will be assessed in accordance with Caltrans-recommended methodology. Localized increases in project-generated PM will be qualitatively discussed based, in part, on ambient data obtained from nearby monitoring stations. This scope of work assumes that the proposed project would not be deemed a project of air quality concern and that a quantitative assessment of PM hotspots would not be required.

The proposed project is not anticipated to result in potential increases in health risk attributable to mobile-source toxic air contaminants, or increased concentrations of odorous emissions and, therefore, will be qualitatively discussed. The project sites will also be reviewed to determine if the proposed improvements would be located within an area of known or suspected naturally occurring asbestos. If deemed necessary, efforts of local jurisdictions and the Air Resources Board for the control of asbestos-containing material and recommended control measures will be summarized and included in the report.

Implementation of the proposed project would not be anticipated to result in a substantial increase in vehicle trips and, as such, long-term increases of mobile-source greenhouse gas (GHG) emissions are anticipated to be minimal. Implementation of the proposed project would be anticipated to result in decreased vehicle congestion and vehicle idling and would not result in long-term increases in emissions from stationary sources. For these reasons, project-generated emissions of greenhouse gases and contribution to climate change are anticipated to be minor and will be qualitatively discussed. Operational mobile-source GHG emissions associated with project implementation will be quantified and included in the report.

Air quality impacts attributable to the proposed project will be compared with applicable ambient air quality standards and recommended significance thresholds for determination of impact significance. A list of feasible mitigation measures will be prepared for impacts found to be significant or potentially significant.

Deliverables: Updated Air Quality Study Report

3.6 Section 4(f)

If it is determined that the project would result in an impact on any 4(f) resources, GPA will update the existing Section 4(f) report to include the new project features. Specifically, GPA will analyze impacts related to the proposed new water well and revised parking lot location. Project impacts and mitigation measures will be included in the Supplemental EIR and EA.

Deliverables: Updated Section 4(f) Report

Task 4: Preparation of EA/FONSI

4.1 Administrative Draft EA

Following completion of the appropriate technical analysis, GPA shall incorporate the results of these studies, as well as the EIR, scoping activities, and other background research, to prepare an Administrative Draft EA, consistent with the FTA guidelines (23 CFR § 771). The document shall be prepared in a format approved by FTA, and shall include all of the required sections for an EA, and will also document compliance with applicable executive orders. GPA will submit the Administrative Draft EA to the City, OCTA, and FTA for review and will coordinate, as needed, for review and approval of the document.



Deliverables: Administrative Draft EA

4.2 Draft EA

Once the Administrative Draft EA has been approved by the FTA, GPA will finalize the revisions and prepare the Draft EA for a 30-day public review/comment period. GPA will also prepare the Notice of Availability (NOA) of the EA, a list of affected federal, state, and local agencies, as well as State intergovernmental review agencies to whom the notice should be sent. GPA will coordinate for review and approval of this notice. It is assumed that the City will be responsible for mailing the NOA to all parties on the list, as required by 23 CFR § 771.119(d).

GPA will produce copies of the Draft EA and distribute the document to the City, OCTA, and FTA to be made available for public inspection, as required by CFR § 771.119(d). It is assumed for the purposes of this scope that a public hearing will be held during the public review period, and that noticing pursuant to CFR § 771.119(e) will be conducted as part of these efforts. If a public hearing is not held, then a public notice would need to be published in appropriate local newspapers identifying the public review/comments period for the Draft EA. It is assumed that the City will be responsible for publishing any such local posting and noticing.

Deliverables: Draft EA, Mailing List, NOA, and Public Notice (if applicable)

4.3 Final EA/FONSI

Following the public review/comment period, GPA will coordinate with the City, OCTA, and FTA to prepare responses to any public comments received and incorporate any required revisions into the document. GPA will then prepare a Final EA and draft FONSI (if desired by FTA) and submit it to the City, OCTA, and FTA for review. GPA will coordinate as needed to make further revisions and obtain approval to finalize the document. GPA will also prepare the Notice of Availability (NOA) of the FONSI, and will coordinate for review and approval of this notice. It is assumed that the City will be responsible for mailing the notices to affected federal, state, and local agencies as well as State intergovernmental review agencies.

Deliverables: Final EA and FONSI

Task 5: Preparation of Administrative Draft Supplemental EIR

Following completion of the appropriate technical analysis, GPA shall reference the results of these studies, as well as the EIR, scoping activities, and other background research, to prepare an Administrative Draft Supplemental EIR, consistent with CEQA Guidelines 15163 (as revised December 30, 2009). The document shall be prepared in a format approved by the City, and shall include all of the required sections for a supplemental EIR. GPA will submit the Administrative Draft Supplemental EIR to the City for review and will coordinate, as needed, for review and approval of the document.

Deliverables: Administrative Draft Supplemental EIR

Task 6: Preparation of Draft Supplemental EIR

Once the Administrative Draft Supplemental EIR has been approved by the City, GPA will finalize the revisions and prepare the Draft Supplemental EIR for public circulation. GPA will also prepare the Notice of Completion (NOC), and Notice of Availability (NOA) for any final reviews and approval to circulate the document. GPA will prepare and coordinate approval of a list of organization and individuals who have requested notification of the availability of the EIR, as well as adjacent property owners and other appropriate agencies and stakeholders.

GPA will produce copies of the Draft Supplemental EIR and distribute the document to the appropriate agencies and public for review and comment. GPA will also file the NOC with the State Clearinghouse with the Orange

SCOPE OF WORK



County Clerk. GPA will deliver hard copies of the document to area libraries, and will maintain a file of any comments received during the circulation period, for use in preparing the final document. It is assumed that the City will be responsible for mailing the NOA to all parties included on the mailing list, as required by CEQA Section 15087. It is assumed that the City will be responsible for any additional required local postings and mailings.

Deliverables: Draft Supplemental EIR, NOC, and NOA

Task 7: Preparation of Final Supplemental EIR

Following circulation of the Draft Supplemental EIR, GPA will coordinate with the City to prepare responses to any public comments received and incorporate the responses and any required revisions into the document. GPA will then prepare a Final Supplemental EIR and submit it to the City for review. GPA will coordinate as needed to make further revisions and obtain approval to finalize the document. GPA will also prepare the Notice of Determination (NOD) to be filed with the Orange County Clerk upon approval of the project.

GPA will coordinate as needed for the adoption of the Final Supplemental EIR by the City, and will prepare any necessary documentation needed to support this adoption, including the draft Statement of Findings pursuant to CEQA Section 15091, staff reports, resolutions, and other documentation. Within 5 days of project approval, GPA will file the NOD with the Orange County Clerk.

Deliverables: Final Supplemental EIR and NOD

Task 8: Mitigation Monitoring and Reporting Plan (MMRP)

Concurrent to preparation of the Final Supplemental EIR, GPA will prepare an MMRP for the purposes of tracking compliance with identified avoidance, minimization, and mitigation measures. The MMRP will include a description of required measures, timing of implementation, and responsible parties. The MMRP may be included as a section of the Final Supplemental EIR or as a stand-alone document. GPA will submit the draft MMRP to City for review, and will coordinate as needed to make further revisions and obtain approval to finalize the document.

Deliverables: MMRP

Task 9: Project Management and Public Meetings

GPA will coordinate and facilitate public meetings required for the project with the City, OCTA, and FTA. For the purposes of this scope it is assumed that there will be one scoping meeting during preparation of the environmental documents and one public hearing during circulation of the Draft Supplemental EIR and Draft EA. GPA will work with the project team to prepare meeting materials and will coordinate meeting dates, locations, and staffing, as needed. GPA will complete the required noticing for the meetings, which will be in compliance with CEQA and NEPA requirements for the Supplemental EIR and EA. GPA will facilitate the meetings, and will compile comments received at the meetings and will maintain them as part of the environmental records.

Deliverables: Meeting Materials, Noticing, and Public Meeting Summary Report

IV. Assumptions

This scope has been prepared based on the following assumptions:

1. *A Supplemental EIR will be the appropriate level of documentation pursuant to CEQA, and on EA/FONSI would be the appropriate level of documentation pursuant to NEPA. If the project description changes, or if currently unknown circumstances arise in a manner that would result in greater environmental impacts, the environmental scope may need to be revised.*

SCOPE OF WORK



2. *All pertinent information, including project design information and existing background and technical information, will be provided to GPA as needed to complete the technical analysis, Supplemental EIR, and EA.*
3. *Any rights of entry required to conduct field surveys will be provided to GPA and its sub-consultants as to allow for the identified environmental schedule and accommodate any necessary seasonal constraints (bird surveys, etc.).*
4. *Because the revised study area is minimal, it is assumed that no additional records searches for the purposes of the cultural resources studies will be required.*
5. *No regulatory permits will be required.*



**GPA Fee Proposal
City of Placentia
Placentia Metrolink Station**

Task #	Task Description	Project Director \$170	Project Manager \$130	Assoc. Env. Planner \$105	Principal Arch. Hist \$170	Associate Arch. Hist \$100	Arch. Hist II \$85	GIS Analyst \$100	Editing Admin. \$40	Outside Direct Costs	Totals
1	Project Management										
	hours	8.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0		28.0
	Subtotal Task I	\$1,360	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,960
2	Coordination and Meetings										
	hours	8.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0		28.0
	Subtotal Task II	\$1,360	\$2,600	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,960
3	Technical Analysis										
	hours	8.0	25.0	48.0	16.0	84.0		8.0	0.0		189.0
	Subtotal Task III	\$1,360	\$3,250	\$5,040	\$2,720	\$8,400	\$0	\$800	\$0	\$0	\$21,570
4	Preparation of NEPA										
	hours	16.0	40.0	160.0	0.0	0.0	0.0	8.0	0.0	250.0	474.0
	Subtotal Task IV	\$2,720	\$5,200	\$16,800	\$0	\$0	\$0	\$800	\$0	\$0	\$25,520
5	Preparation of Administrative Draft Supplemental EIR										
	hours	8.0	10.0	84.0	0.0	0.0	0.0	8.0	0.0		110.0
	Subtotal Task V	\$1,360	\$1,300	\$8,820	\$0	\$0	\$0	\$800	\$0	\$0	\$12,280
6	Preparation of Draft Supplemental EIR										
	hours	4.0	12.0	20.0	0.0	0.0	0.0	4.0	0.0	500.0	540.0
	Subtotal Task VI	\$680	\$1,560	\$2,100	\$0	\$0	\$0	\$400	\$0	\$0	\$4,740
7	Preparation of Final Supplemental EIR										
	hours	8.0	16.0	40.0	0.0	0.0	0.0	0.0	0.0	150.0	214.0
	Subtotal Task VII	\$1,360	\$2,080	\$4,200	\$0	\$0	\$0	\$0	\$0	\$0	\$7,640
8	MMRP										
	hours	2.0	4.0	16.0	0.0	0.0	0.0	0.0	0.0		22.0
	Subtotal Task VIII	\$340	\$520	\$1,680	\$0	\$0	\$0	\$0	\$0	\$0	\$2,540
9	Management and Public Meetings										
	hours	4.0	8.0	16.0	0.0	0.0	0.0	0.0	0.0	250.0	278.0
	Subtotal Task XIV	\$680	\$1,040	\$1,680	\$0	\$0	\$0	\$0	\$0	\$0	\$3,400
Totals											
	Previous Hour Totals	62.0	147.0	368.0	16.0	84.0	0.0	28.0	0.0		705.0
	Previous Cost Totals	\$11,220	\$20,150	\$40,320	\$2,720	\$8,400	\$0	\$2,800	\$0	\$1,050	\$86,660
	hours	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0
	Subtotal Option Tasks	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Project Hour Totals	62.0	147.0	368.0	16.0	84.0	0.0	28.0	0.0		705.0
	Personnel Cost Totals	\$11,220	\$20,150	\$40,320	\$2,720	\$8,400	\$0	\$2,800	\$0	\$1,050	\$86,660

\$86,660

Outside Direct Costs	
mileage	\$ 352
Noise Consultant	\$ 4,370
Archaeology Consultant	\$ 1,100
Air Quality Consultant	\$ 7,500
	\$ -
	\$ -
Other direct expense	\$ -

Mileage Calculator	
# miles roundtrip to project site	64
total number of trips	10
Total number of miles	640
multiplied by \$0.55 / mile	0.6
Total Mileage Calculation	\$352

Total Direct Expenses \$ 13,322.00

Total Project Cost \$99,982

FEE SCHEDULE OF HOURLY RATES



GPA Fee Schedule

Project Director	\$170.00/hr
Senior Project Manager	\$150.00/hr
Project Manager	\$130.00/hr
Associate Environmental Planner	\$105.00/hr
Principal Architectural Historian	\$170.00/hr
Associate Architectural Historian	\$100.00/hr
Architectural Historian II	\$85.00/hr
GIS Specialist	\$100.00/hr
Administrative Assistant/ Clerical	\$40.00/hr

Subconsultants

Ambient

Air Quality and Noise Specialist	\$135.00/hr
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Cogstone

Project Manager/Principal Archaeologist	\$112.00/hr
Contract Management	\$90.00/hr
Archaeologist	\$51.00/hr
GIS Specialist	\$67.00/hr

Stantec

Traffic Consultant	\$185.00/hr
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45dB.com

Acoustical Principal	\$190.00/hr
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Direct Expenses

- All subconsultant fees are billed at cost, plus 10% administrative markup.
- Overtime rates will be charged at 150%, with Sundays and Holidays charged at 200%.
- Hourly rates include all administrative overhead costs, including supervision, clerical, building rent, utilities, telephone (including cell phones), incidental costs, and profit. Only the employees actively providing services for a project specific Work Order will charge time to the project.

Terms of Payment: GPA submits invoices on a monthly cycle for work completed within the previous month.

FEE PROPOSAL

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Please reference the separately sealed envelope for the Fee Proposal.

ID	Task Name	Duration	Start	Finish	2012													
					Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May					
1	Notice to Proceed	1 day	Mon 10/3/11	Mon 10/3/11	10/3	10/3												
2	Project Description and Design Alternatives	1 day	Tue 10/4/11	Tue 10/4/11	10/4	10/4												
3	Technical Analysis	30 days	Wed 10/5/11	Tue 11/15/11														
4	Noise Updates	20 days	Wed 10/5/11	Tue 11/1/11	10/5						11/1							
5	Air Quality Updates	20 days	Wed 10/5/11	Tue 11/1/11	10/5						11/1							
6	Archaeological Updates	20 days	Wed 10/5/11	Tue 11/1/11	10/5						11/1							
7	Historical Updates	20 days	Wed 10/5/11	Tue 11/1/11	10/5						11/1							
8	Community Impact Updates	20 days	Wed 10/5/11	Tue 11/1/11	10/5						11/1							
9	Section 4(f) Updates	20 days	Wed 10/5/11	Tue 11/1/11	10/5						11/1							
10	City, OCTA, and FTA Review	5 days	Wed 11/2/11	Tue 11/8/11			11/2											
11	Revise and Finalize Technical Studies	5 days	Wed 11/9/11	Tue 11/15/11			11/9											
12	Supplemental EIR	95 days	Wed 11/16/11	Tue 3/27/12														
13	Prepare Administrative Draft Supplemental EIR	15 days	Wed 11/16/11	Tue 12/6/11	11/16						12/6							
14	City Review	20 days	Wed 12/7/11	Tue 1/3/12			12/7											
15	Revise and Prepare Draft Supplemental EIR	10 days	Wed 1/4/12	Tue 1/17/12						1/4								
16	Circulate Draft Supplemental EIR	20 days	Wed 1/18/12	Tue 2/14/12						1/18			2/14					
17	Public Hearing	1 day	Wed 2/1/12	Wed 2/1/12						2/1								
18	Prepare Administrative Draft Final Supplemental EIR	5 days	Wed 2/15/12	Tue 2/21/12														
19	City Review	5 days	Wed 2/22/12	Tue 2/28/12														
20	Prepare Final Supplemental EIR	10 days	Wed 2/29/12	Tue 3/13/12														
21	City Certification of Final Supplemental EIR	10 days	Wed 3/14/12	Tue 3/27/12														
22	EA/FONSI	116 days	Wed 11/16/11	Wed 4/25/12														
23	Prepare Administrative Draft EA	15 days	Wed 11/16/11	Tue 12/6/11	11/16						12/6							
24	OCTA and FTA Review	20 days	Wed 12/7/11	Tue 1/3/12			12/7											
25	Prepare Draft EA	10 days	Wed 1/4/12	Tue 1/17/12						1/4								
26	Public Review Period	20 days	Wed 1/16/12	Tue 2/14/12						1/16			2/14					
27	Public Hearing	1 day	Wed 2/1/12	Wed 2/1/12						2/1								
28	Prepare Administrative Final EA and FONSI	10 days	Thu 2/2/12	Wed 2/15/12														
29	OCTA and FTA Review	20 days	Thu 2/16/12	Wed 3/14/12														
30	Prepare Final EA and FONSI	10 days	Thu 3/15/12	Wed 3/28/12														

Project: Draft Schedule_City of Placer
Date: Mon 9/26/11

Task		Rolled Up Task		External Tasks	
Progress		Rolled Up Milestone		Project Summary	
Milestone		Rolled Up Progress		Group By Summary	
Summary		Split		Deadline	



INSURANCE REQUIREMENTS FOR CITY CONTRACTS

Instructions to Contractors/Vendors/Service Providers:

Prior to commencing any work, all contractors, vendors and service providers shall procure and maintain, at their own cost and expense for the duration of their contract with the City, appropriate insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services. **Any insurance proceeds available to City in excess of the limits and coverage required in this Agreement and which is applicable to a given loss, will be available to City.**

Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the required general liability policy, shall be delivered to City at or prior to the execution of the contract. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under the contract and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by the contractor, vendor or service provider or deducted from sums due the contractor, vendor or service provider, at City's option.

The types of insurance required and the coverage amounts are specified below:

A. Minimum Scope of Insurance Required

1. **General Liability Insurance** is required whenever the City is at risk of third-party claims which may arise out of work or presence of a contractor, vendor and service provider on City premises. At a minimum this policy shall:
 - be written on a per occurrence basis; and
 - include products and completed operations liability, independent contractors liability, broad form contractual liability, and cross liability protection.
 - **General Liability Insurance shall be provided using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or equivalent as approved by Risk Manager. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another.**

2. **Automobile Liability Insurance** is required only when vehicles are used by a contractor, vendor or service provider in their scope of work or when they are driven off-road on City property. Compliance with California law requiring auto liability insurance is mandatory and cannot be waived. At a minimum this policy shall:

- be written on a per occurrence basis;
- include coverage for Bodily Injury and Property Damage, Owned, Non-owned and Hired Vehicles; and
- include coverage for owned, non-owned, leased and hired vehicles.
- **Automobile Liability Insurance shall be on ISO Business Auto Coverage form CA 00 01, including symbol 1 (Any Auto), or equivalent as approved by the Risk Manager.**

If an automobile is not used in connection with the services provided by the contractor, vendor or service provider, a written request to waive this requirement must be made to the Risk Manager.

3. **Workers' Compensation and Employer's Liability Insurances** is required for any contractor, vendor or service provider that has any employees at any time during the period of this contract. Contractors with no employees must complete a Request for Waiver of Workers' Compensation Insurance Requirement form available from the City's Risk Manager. At a minimum, this policy shall:
 - provide statutory requirements of the State of California; and
 - include \$1,000,000 Employer's Liability.
4. **Errors and Omissions (if applicable)** coverage is required for licensed or other professional contractors doing design, architectural, engineering or other services that warrant such insurance. At a minimum this policy shall:
 - cover liability for malpractice or errors and omissions made in the course of rendering professional services.
 - **be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under the contract. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of the contract.**

B. Minimum Limits of Insurance Coverage Required

Under \$25,000	Limits TBD by Risk Manager
Over \$25,000 to \$5,000,000	\$1 Million per Occurrence/\$2 Million Aggregate
Over \$5 Million	Limits TBD by Risk Manager

Umbrella excess liability may be used to reach the limits required by the specific contract.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Each such policy shall

contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of contractor, vendor or service provider, subconsultants, subcontractors or others involved in the work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein.

Additional insurance requirements may be imposed by the City for services or products that have a higher risk. Refer to the City's Risk Manager for information of the insurance requirements for the following types of services or products:

1. Construction contracts which are awarded or administered through City departments other than the Public Works Department;
2. Medical, excavation, drilling, trenching or shoring services, or services involving explosives or pyrotechnics;
3. Environmental consulting, engineering or related services or operations;
4. Custom manufactured products;
5. Products or services involving firearms, tobacco, alcohol, or controlled substances;
6. Any unusual or high-risk activities, operations or products.

C. General Standards for Insurance Policies:

All insurance policies shall meet the following general standards:

1. Insurance carrier is to be placed with duly licensed or approved non-admitted insurers in the State of California.
2. Insurers must have a Best's rating of B+, Class VII or higher (this rating includes those insurers with a minimum policyholder's surplus of \$50 to \$100 million). Exceptions to the Best's rating may be considered when an insurance carrier meets all other standards and can satisfy surplus amounts equivalent to a B+, Class VII rating.
3. Certificate must include evidence of the amount of any deductible or self-insured retention under the policy.

D. Verification of Insurance Coverage:

All individuals, contractors, agencies, and organizations conducting business for the City shall provide proof of insurance by submitting one of the following: (1) an approved General and/or Auto Liability Endorsement Form for the City of Placentia; or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement (see attached) with the following endorsements stated on the certificate:

1. *"The City of Placentia, its elected and appointed officers, officials, employees and agents are named as an additional insureds"* ("as it relates to a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *“This insurance is primary and non-contributory over any insurance or self-insurance the City may have”* (“as it relates to a specific contract” or “for any and all work performed with the City” may be included in this statement). **See Example A below.**

As an alternative to the non-contributory endorsement, the City will accept a waiver of subrogation endorsement on the General Liability policy. At a minimum, this endorsement shall include the following language:

“This insurance company agrees to waive all rights of subrogation against the City of Placentia, its elected and appointed officers, officials and employees for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.”

3. *“The insurance afforded by this policy shall not be cancelled except after thirty days prior written notice by certified mail return receipt requested has been given to the City.”* Language such as, “endeavor to” mail and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative” is not acceptable and must be crossed out. **See Example B below.**

The Workers’ Compensation and Employers’ Liability policies shall contain waiver of subrogation clause in favor of City, its elected and appointed officers, officials, employees, agents and volunteers. **See Example C below.**

In addition to the endorsements listed above, the City of Placentia shall be named the certificate holder on the policy.

All certificates and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the contractor’s obligation to provide them.

E. Acceptable Alternatives to Insurance Industry Certificates of Insurance:

The City will accept either a CG 20 10 10 01 or a CG 20 33 10 01 (or some form specific to a particular insurance company that has similar wording) as long as the form is accompanied by a CG 20 37 10 01. In addition, the City will accept the following:

- A copy of the full insurance policy which contains a thirty (30) days’ cancellation notice provision (ten (10) days for non-payment of premium) and additional insured and/or loss-payee status, when appropriate, for the City.
- Binders and Cover Notes are also acceptable as interim evidence for up to 90 days from date of approval

F. Endorsement Language for Insurance Certificates

Example A:

THE INSURANCE SHALL BE PRIMARY WITH RESPECT TO THE INSURED SHOWN IN THE SCHEDULE ABOVE, OR IF EXCESS, SHALL STAND IN AN UNBROKEN CHAIN OF COVERAGE EXCESS OF THE NAMED INSURED'S SCHEDULED UNDERLYING PRIMARY COVERAGE. IN EITHER EVENT, ANY OTHER INSURANCE MAINTAINED BY THE INSURED SCHEDULED ABOVE SHALL BE IN EXCESS OF THIS INSURANCE AND SHALL NOT BE CALLED UPON TO CONTRIBUTE WITH IT.

Example B:

SHOULD ANY OF THE ABOVE-REFERENCED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS* WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.~~

Example C:

**The broker/agent can include a qualifier stating "10 days notice for nonpayment of premium."*

G. Alternative Programs/Self-Insurance. Under certain

IT IS UNDERSTOOD AND AGREED THAT THE COMPANY WAIVES THE RIGHT OF SUBROGATION AGAINST THE ABOVE ADDITIONAL INSURED (S), BUT ONLY WITH RESPECT TO THE JOB OR PREMISES DESCRIBED IN THE CERTIFICATE ATTACHED HERETO.

circumstances, the City may accept risk financing mechanisms such as Risk Retention Groups, Risk Purchasing Groups, off-shore carriers, captive insurance programs and self-insurance programs as verification of insurance coverage. These programs are subject to separate approval once the City has reviewed the relevant audited financial statements and made a determination that the program provides sufficient coverage to meet the City's requirements.

H. Waiver or Modification of the Insurance Requirements.

Any waiver or modification of the insurance requirements can only be made by the City's Risk Manager or designee at City's discretion. If you do not believe that the insurance requirements apply to you (e.g., you do not have employees and therefore are not subject to the State's workers' compensation insurance requirements; you do not drive an automobile in connection with the services you provide to the City; professional liability or errors and omissions liability insurance is not available for the type of services you are performing, etc.), please submit a written request for

waiver or modification of the insurance requirements and the reasons underlying your request to the Risk Manager. All requests for a wavier or modification will be reviewed and a final determination rendered by the Risk Manager.

EXHIBIT C: REQUIRED FEDERAL CLAUSES

1 **DEFINITIONS**
2
3

4 The Orange County Transportation Authority, (hereinafter referred to as "AUTHORITY").

5 City of Placentia, (hereinafter referred to as "AGENCY").
6

7 **The following provisions apply to all purchases regardless of its value:**
8

9 **ARTICLE 1. FEDERAL CHANGES**
10

11 AGENCY shall at all times comply with all applicable FTA regulations, policies, procedures and
12 directives, including without limitation those listed directly or by reference in the agreement between
13 the AUTHORITY and FTA , as they may be amended or promulgated from time to time during this
14 Agreement. AGENCY's failure to comply shall constitute a material breach of contract.

15 **ARTICLE 2. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**
16

17 AUTHORITY and AGENCY acknowledge and agree that, notwithstanding any concurrence by the
18 Federal Government in or approval of the solicitation or award of the underlying Agreement, absent
19 the express written consent by the Federal Government, the Federal Government is not a party to
20 this Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY,
21 AGENCY, or any other party (whether or not a party to this Agreement) pertaining to any matter
22 resulting from the underlying Agreement. AGENCY agrees to include these requirements in all of its
23 subcontracts.
24
25
26

1 **ARTICLE 3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED**
 2 **ACTS**

3 A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as
 4 amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49
 5 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this Agreement,
 6 AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it
 7 may make, or causes to be made, pertaining to the underlying Agreement of the FTA assisted
 8 project for which this Agreement's work is being performed. AGENCY also acknowledges that if it
 9 makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or
 10 certification, the Federal Government reserves the right to impose penalties of the Program Fraud
 11 Civil Remedies Act of 1986 on the AGENCY to the extent the Federal Government deems
 12 appropriate.

13 B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or
 14 fraudulent claim, statement, submission, or certification to the Federal Government under an
 15 agreement connected with a project that is financed in whole or part with Federal assistance
 16 awarded by FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right
 17 to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the AGENCY, to
 18 the extent the Federal Government deems appropriate. AGENCY agrees to include this requirement
 19 in all of its subcontracts.

20
 21 **ARTICLE 4. CIVIL RIGHTS ASSURANCE**

22 During the performance of this Agreement, AGENCY, for itself, its assignees and successors in
 23 interest agree as follows:

24 A. Compliance with Regulations: AGENCY shall comply with the Regulations relative to
 25 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter,
 26 "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,

1 (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a
2 part of this Agreement.

3 B. Nondiscrimination: AGENCY, with regard to the work performed by it during the Agreement, shall
4 not discriminate on the grounds of race, color, or national origin in the selection and retention of
5 subcontractors, including procurements of materials and leases of equipment. The AGENCY shall
6 not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the
7 Regulations, including employment practices when the Agreement covers a program set forth in
8 Appendix B of the Regulations.

9 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
10 solicitations either by competitive bidding or negotiation made by the AGENCY for work to be
11 performed under a subcontract, including procurements of materials or leases of equipment, each
12 potential subcontractor or supplier shall be notified by the AGENCY of the AGENCY's obligations
13 under this Agreement and the Regulations relative to nondiscrimination on the grounds of race,
14 color, or national origin.

15 D. Information and Reports: AGENCY shall provide all information and reports required by the
16 Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
17 accounts, other sources of information and its facilities as may be determined by the AUTHORITY to
18 be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any
19 information required of a AGENCY is in the exclusive possession of another who fails or refuses to
20 furnish this information the AGENCY shall so certify to the AUTHORITY as appropriate, and shall
21 set forth what efforts it has made to obtain the information.

22 E. Sanctions for Noncompliance: In the event of the AGENCY's noncompliance with
23 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions
24 as it may determine to be appropriate, including, but not limited to:

25 1. Withholding of payments to the AGENCY under the Agreement until the AGENCY complies;

26 and/or

1 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

2 F. Title VI of the Civil Rights Act. In determining the types of property or services to acquire, no
 3 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
 4 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any
 5 program or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act
 6 of 1964, as amended, 42 U.S.C. Sections 2000d *et seq.* and DOT regulations, "Nondiscrimination in
 7 Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the
 8 Civil Rights Act of 1964," 49 CFR Part 21. In addition, FTA Circular 4702.1, "Title VI and Title VI-
 9 Dependent Guidelines for FTA Recipients," 05-13-07, provides FTA guidance and instructions for
 10 implementing DOT's Title VI regulations.

11 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et*
 12 *seq.*, prohibits discrimination against qualified individuals with disabilities in all programs, activities,
 13 and services of public entities, as well as imposes specific requirements on public and private
 14 providers of transportation.

15 H. Incorporation of Provisions: AGENCY shall include the provisions of paragraphs (A) through (H)
 16 in every subcontract, including procurements of materials and leases of equipment, unless exempt
 17 by the Regulations, or directives issued pursuant thereto. The AGENCY shall take such action with
 18 respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing
 19 such provisions including sanctions for noncompliance. Provided, however, that in the event a
 20 AGENCY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a
 21 result of such direction, the AGENCY may request the AUTHORITY to enter into such litigation to
 22 protect the interests of the AUTHORITY, and, in addition, the AGENCY may request the United
 23 States to enter into such litigation to protect the interests of the United States.

24 **ARTICLE 5. RACE-NEUTRAL DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
 25 **CONSTRUCTION CONTRACTS**

1
2 Race-Neutral DBE Participation At the time of contract execution, the
3 AGENCY/CONTRACTOR did not commit to utilize DBE(s) in the performance of
4 this DOT-assisted contract. However, in the event DBE(s) are utilized in the
5 performance of this contract, the AGENCY/CONTRACTOR shall comply with
6 reporting requirements delineated under Section E: "Race-Neutral DBE
7 Submission and Ongoing Reporting Requirements (Post-Award)".
8

9 A. In accordance with federal financial assistance agreements with the U.S.
10 Department of Transportation (U.S. DOT), the Orange County Transportation
11 Authority (Authority) has adopted a Disadvantaged Business Enterprise (DBE)
12 Policy and Program, in conformance with Title 49 CFR Part 26, "Participation by
13 Disadvantaged Business Enterprises in Department of Transportation Programs".
14 The project is subject to these stipulated regulations. In order to ensure that the
15 Authority achieves its overall DBE Program goals and objectives, the Authority
16 encourages the participation of DBEs as defined in 49 CFR 26 in the performance of
17 contracts financed in whole or in part with U.S. DOT funds. Pursuant to the intent of
18 these Regulations, it is also the policy of the Authority to:

19 1. Fulfill the spirit and intent of the Federal DBE Program regulations published
20 under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have equitable access to
21 participate in all of Authority's DOT-assisted contracting opportunities.

22 2. Ensure that DBEs can fairly compete for and perform on all DOT-assisted
23 contracts and subcontracts.

24 3. Ensure non-discrimination in the award and administration of AUTHORITY'S
25 DOT-assisted contracts.
26

1 4. Create a level playing field on which DBEs can compete fairly for DOT-assisted
2 contracts.

3 5. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are
4 permitted to participate as DBEs.

5 6. Help remove barriers to the participation of DBEs in DOT-assisted contracts.

6 7. Assist in the development of firms that can compete successfully in the
7 marketplace outside the DBE Program.

8 AGENCY/CONTRACTOR shall not discriminate on the basis of race, color,
9 national origin, or sex in the award and performance of subcontracts. Any terms used in this
10 section, that is defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the
11 meaning set forth in the Regulations. In the event of any conflicts or inconsistencies
12 between the Regulations and the Authority's DBE Program with respect to DOT-assisted
13 contracts, the Regulations shall prevail.

14 B. AUTHORITY's New Race-Neutral DBE Policy Implementation Directives:

15 Pursuant to recently released Race-Neutral DBE policy directives issued by the U.S. DOT in
16 response to the Ninth Circuit U.S. Court of Appeals decision in *Western States Paving Co.*
17 *v. Washington State Department of Transportation*, the Authority has implemented a wholly
18 Race-Neutral DBE Program.

19 A Race-Neutral DBE Program is one that, while benefiting DBEs, is not solely focused on DBE firms.
20 Therefore, under a Race-Neutral DBE Program, AUTHORITY does not establish numeric race-
21 conscious DBE participation goals on its DOT-assisted contracts. AGENCY/CONTRACTOR shall
22 not be required to achieve a specific level of DBE participation as a condition of contract compliance
23 in the performance of this DOT-assisted contract. However, AGENCY/CONTRACTOR shall adhere
24 to race-neutral DBE participation commitment(s) made at the time of contract award.

25 C. Definitions: The following definitions apply to the terms as used in these provisions:
26

1 1. "Disadvantaged Business Enterprise (DBE)" means a small business concern:
 2 (a) which is at least 51 percent owned by one or more socially and economically
 3 disadvantaged individuals or, in the case of any publicly-owned business, at least 51 percent
 4 of the stock of which is owned by one or more socially and economically disadvantaged
 5 individuals; and (b) whose management and daily business operations are controlled by one
 6 or more of the socially and economically disadvantaged individuals who own it.

7 2. "Small Business Concern" means a small business as defined pursuant to
 8 Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto,
 9 except that a small business concern shall not include any concern or group of concerns
 10 controlled by the same socially and economically disadvantaged individual or individuals
 11 which has annual average gross receipts in excess of \$19.57 million over the previous three
 12 fiscal years.

13 3. "Socially and Economically Disadvantaged Individuals" means those
 14 individuals who are citizens of the United States (or lawfully admitted permanent residents)
 15 and who are Black Americans, Hispanic Americans, Native Americans, Asian-Pacific
 16 Americans, or Asian-Indian Americans, women and any other minorities or individuals found
 17 to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the
 18 Small Business Act, or by the Authority pursuant to 49 CFR part 26.65. Members of the
 19 following groups are presumed to be socially and economically disadvantaged:

20 a. "Black Americans," which includes persons having origins in any of the
 21 Black racial groups of Africa;

22 b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican,
 23 Cuban, Central or South American, or other Spanish or Portuguese culture or origin,
 24 regardless of race;

25 c. "Native Americans," which includes persons who are American Indians,
 26 Eskimos, Aleuts, or Native Hawaiians;

1 /

2 /

3 d. "Asian-Pacific Americans," which includes persons whose origins are from
4 Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam,
5 the U.S. Trust Territories of the Pacific, and the Northern Marianas;

6 e. "Asian-Indian Americans," which includes persons whose origins are from
7 India, Pakistan, and Bangladesh; and

8 f. Women, regardless of ethnicity or race.

9 4. "Owned and Controlled" means a business: (a) which is at least 51 percent
10 owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the
11 case of a publicly-owned business, at least 51 percent of the stock of which is owned by
12 one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose
13 management and daily business operations are controlled by one or more such individuals.

14 5. "Manufacturer" means a firm that operates or maintains a factory or
15 establishment that produces on the premises the materials or supplies obtained by the
16 AGENCY/CONTRACTOR.

17 6. "Regular Dealer" means a firm that owns, operates or maintains a store,
18 warehouse, or other establishment in which the materials or supplies required for the
19 performance of the contract are bought, kept in stock, and regularly sold to the public in the
20 usual course of business. The firm must engage in, as its principal business, and in its own
21 name, the purchase and sale of the product in question. A regular dealer in such bulk items
22 as steel, cement, gravel, stone and petroleum products need not keep such products in
23 stock if it owns or operates distribution equipment.

24 7. "Other Socially and Economically Disadvantaged Individuals" mean those
25 individuals who are citizens of the United States (or lawfully admitted permanent residents)

26

1 and who, on a case-by-case basis, are determined by Small Business Administration or
2 AUTHORITY to meet the social and economic disadvantage criteria described below.

3 a. Social Disadvantage: The individual's social disadvantage must stem from
4 his/her color, national origin, gender, physical handicap, long-term residence in an
5 environment isolated from the mainstream of American society, or other similar cause
6 beyond the individual's control.

7 i. The individual must demonstrate that he/she has personally suffered
8 social disadvantage.

9 ii. The individual's social disadvantage must be rooted in treatment, which
10 he/she has experienced in American society, not in other countries.

11 iii The individual's social disadvantage must be chronic, longstanding and
12 substantial, not fleeting or insignificant.

13 iv. The individual's social disadvantage must have negatively affected
14 his/her entry into and/or advancement in the business world.

15 v. A determination of social disadvantage must be made before
16 proceeding to make a determination of economic disadvantage.

17 b. Economic Disadvantage

18 i. The individual's ability to compete in the free enterprise system has
19 been impaired due to diminished capital and credit opportunities, as compared to others in
20 the same line of business and competitive market area that are not socially disadvantaged.

21 ii. The following criteria will be considered when determining the degree of
22 diminished credit and capital opportunities of a person claiming social and economic
23 disadvantage:

24 With respect to the individual:

- 25 • availability of financing
- 26 • bonding capability

- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

/

D. Race-Neutral DBE Submission and Ongoing Reporting Requirements (Post-Award)

AGENCY/CONTRACTOR shall complete and submit the following DBE exhibits (forms) at the times specified: "Monthly Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103). If CONTRACTOR is a DBE firm and/or has proposed to utilize DBE firms, CONTRACTOR will be required to complete and submit a Form 103 to AUTHORITY by the 10th of each month until completion of the contract to facilitate reporting of race-neutral DBE participation, following the first month of contract activity. AGENCY/CONTRACTOR shall report the total dollar value paid to DBEs for the applicable reporting period. AGENCY/CONTRACTOR shall also report the DBE's scope of work and the total subcontract value of commitment for each DBE reported. AGENCY/CONTRACTOR is advised not to report the participation of DBEs toward AGENCY/CONTRACTOR's race-neutral DBE attainment until the amount being counted has been paid to the DBE. Upon completion of the contract, AGENCY/CONTRACTOR will be required to prepare and submit to the Authority a "Race-Neutral DBE Subcontractors Paid Report Summary and Payment Verification" (Form 103) clearly marked "Final" to facilitate reporting and capturing actual DBE race-neutral attainments. AGENCY/CONTRACTOR shall complete and submit a Final Form 103 whether or not DBEs were utilized in the performance of the contract.

E. DBE Eligibility and Commercially Useful Function Standards: A DBE must be a small business concern as defined pursuant to Section 3 of the U.S. Small Business Act and relevant regulations promulgated pursuant thereto. A DBE may participate as a prime

1 AGENCY/CONTRACTOR, subcontractor, joint venture partner with a prime or
2 subcontractor, AGENCY of material or supplies, or as a trucking company. A DBE joint
3 venture partner must be responsible for specific contract items of work, or clearly defined
4 portions thereof. Responsibility means actually performing, managing and supervising the
5 work with its own forces. The DBE joint venture partner must share in the capital
6 contribution, control, management, risks and profits of the joint venture commensurate with
7 its ownership interest. A DBE must perform a commercially useful function in accordance
8 with 49 CFR 26.55 (i.e., must be responsible for the execution of a distinct element of the
9 work and must carry out its responsibility by actually performing, managing and supervising
10 the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract
11 with its own workforce to presume it is performing a commercially useful function. DBEs
12 must be certified by the California Unified Certification Program (CUCP). Listings of DBEs
13 certified by the CUCP are available from the following sources: The CUCP web site, which
14 can be accessed at <http://www.californiaucp.com>; or the Caltrans "Civil Rights" web site at
15 <http://www.dot.ca.gov/hq/bep>. The CUCP DBE Directory, which may be obtained from the
16 Department of Transportation, Material Operations Branch, Publication Distribution Unit,
17 1900 Royal Oaks Drive, Sacramento, California 95815; Telephone: (916) 445-3520.

18 F. DBE Crediting Provisions: When a DBE is proposed to participate in the
19 contract, either as a prime Contractor or Subcontractor, only the value of the work proposed
20 to be performed by the DBE with its own forces may be counted towards race-neutral DBE
21 participation. If CONTRACTOR is a DBE joint venture participant, only the DBE
22 proportionate interest in the joint venture shall be counted.

23 If a DBE intends to subcontract part of the work of its subcontract to a lower tier Subcontractor, the
24 value of the subcontracted work may be counted toward race-neutral DBE participation only if the
25 DBE Subcontractor is a certified DBE and actually performs the work with their own forces. Services
26 subcontracted to a non-DBE firm may not be credited toward the prime Contractor's race-neutral

1 DBE attainment. AGENCY/CONTRACTOR is to calculate and credit participation by eligible DBE
2 vendors of equipment, materials, and suppliers toward race-neutral DBE attainment, as follows:
3 Sixty percent (60%) of expenditure(s) for equipment, materials and supplies required under the
4 Contract, obtained from a regular dealer; or One hundred percent (100%) of expenditure(s) for
5 equipment, materials and supplies required under the Contract, obtained from a DBE manufacturer.
6 The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packers
7 may be credited toward the prime Contractor's race-neutral DBE attainment, provided that the fee or
8 commission is reasonable, and not excessive, as compared with fees or commissions customarily
9 allowed for similar work, including: Fees and commissions charged for providing bona fide
10 professional or technical services, or procurement of essential personnel, facilities, equipment,
11 materials, or supplies required in the performance of the Contract; Fees charged for delivery of
12 material and supplies (excluding the cost of materials or supplies themselves) when the licensed
13 hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material
14 and supplies; Fees and commissions charged for providing any insurance specifically required in the
15 performance of the Contract. AGENCY/CONTRACTOR may count the participation of DBE trucking
16 companies toward race-neutral DBE attainment, as follows: The DBE must be responsible for the
17 management and supervision of the entire trucking operation for which it is responsible on a
18 particular contract. The DBE must itself own and operate at least one fully licensed, insured, and
19 operational truck used on the Contract. The DBE receives credit for the total value of the
20 transportation services it provides on the contract using trucks it owns, insures, and operates using
21 drivers it employs. The DBE may lease trucks from another DBE firm, including an owner-operator
22 who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the
23 total value of the transportation services the lessee DBE provides on the contract. The DBE may
24 also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks
25 from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease
26 arrangement. The DBE does not receive credit for the total value of the transportation services

1 provided by the lessee, since these services are not provided by a DBE. For purposes of this
2 paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This
3 does not preclude the leased truck from working for others during the term of the lease with the
4 consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck.
5 Leased trucks must display the name and identification number of the DBE. If
6 AGENCY/CONTRACTOR listed a non-certified DBE 1st tier subcontractor to perform work on this
7 contract, and the non-certified DBE subcontractor subcontracts a part of its work or purchases
8 materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work
9 performed by the lower tier DBE firm's own forces can be counted toward race-neutral DBE
10 participation on the contract.

11 G. Performance of DBE Subcontractors: DBE subcontractors listed by
12 AGENCY/CONTRACTOR in its "DBE Race-Neutral Participation Listing" (Exhibit D-2)
13 submitted at the time of bid shall perform the work and supply the materials for which they
14 are listed, unless the AGENCY/CONTRACTOR has received prior written authorization from
15 the Authority to perform the work with other forces or to obtain the materials from other
16 sources. AGENCY/CONTRACTOR shall provide written notification to the AUTHORITY in a
17 timely manner of any changes to its anticipated DBE participation. This notice should be
18 provided prior to the commencement of that portion of the work.

19 H. Additional DBE Subcontractors: In the event AGENCY/CONTRACTOR identifies
20 additional DBE subcontractors or suppliers not previously identified by AGENCY/CONTRACTOR for
21 race-neutral DBE participation under the contract, AGENCY/CONTRACTOR shall notify the
22 Authority by submitting the "Request for Additional DBE Firm" to enable AGENCY/CONTRACTOR
23 to capture all race-neutral DBE participation. AGENCY/CONTRACTOR shall also submit, for each
24 DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is
25 participating in the contract for a specified value, including the corresponding scope of work (a
26 subcontract agreement can serve in lieu of the written confirmation).

1 I. DBE Certification Status: If a listed DBE subcontractor is decertified during the life of
 2 the project, the decertified subcontractor shall notify AGENCY/CONTRACTOR in writing with the
 3 date of decertification. If a non-DBE subcontractor becomes a certified DBE during the life of the
 4 project, the DBE subcontractor shall notify AGENCY/CONTRACTOR in writing with the date of
 5 certification. AGENCY/CONTRACTOR shall furnish the written documentation to AUTHORITY in a
 6 timely manner.

7 J. AGENCY/CONTRACTOR's Assurance Clause Regarding Non-Discrimination: In
 8 compliance with State and Federal anti-discrimination laws, AGENCY/CONTRACTOR shall affirm
 9 that they will not exclude or discriminate on the basis of race, color, national origin, or sex in
 10 consideration of contract award opportunities. Further, AGENCY/CONTRACTOR shall affirm that
 11 they will consider, and utilize subcontractors and vendors, in a manner consistent with non-
 12 discrimination objectives.

13
 14
 15 **ARTICLE 6. ACCESS TO RECORDS AND REPORTS**

16 AGENCY shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the Comptroller
 17 General of the United States, or other agents of AUTHORITY, such access to AGENCY's
 18 accounting books, records, payroll documents and facilities of the AGENCY which are directly
 19 pertinent to this Agreement for the purposes of examining, auditing and inspecting all accounting
 20 books, records, work data, documents and activities related hereto. AGENCY shall maintain such
 21 books, records; data and documents in accordance with generally accepted accounting principles
 22 and shall clearly identify and make such items readily accessible to such parties during AGENCY's
 23 performance hereunder and for a period of four (4) years from the date of final payment by
 24 AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall
 25 also extend to all first-tier subcontractors identified in this Agreement. AGENCY shall permit any of
 26

1 the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and
 2 transcriptions as reasonably necessary.

3
 4 **ARTICLE 7. INCORPORATION OF FTA TERMS**

5 All contractual provisions required by Department of Transportation (DOT), whether or not expressly
 6 set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F, as
 7 amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
 8 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions
 9 contained in this Agreement. AGENCY shall not perform any act, fail to perform any act, or refuse to
 10 comply with any requests, which would cause AUTHORITY to be in violation of the FTA terms and
 11 conditions.

12 **ARTICLE 8. ENERGY CONSERVATION REQUIREMENTS**

13 AGENCY shall comply with mandatory standards and policies relating to energy efficiency which are
 14 contained in the state energy conservation plan issued in compliance with the Energy Policy
 15 Conservation Act.

16
 17 **ARTICLE 9. FLY AMERICA REQUIREMENTS**

18 AGENCY/CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in
 19 accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which
 20 provide that recipients and sub-recipient of Federal funds and their contractors are required to use
 21 U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their
 22 personal effects or property, to the extent such service is available, unless travel by foreign air
 23 carrier is a matter of necessity, as defined by the Fly America Act. AGENCY/CONTRACTOR shall
 24 submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately
 25 explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a
 26 foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America

1 requirements. AGENCY/CONTRACTOR agrees to include the requirements of this section in all
2 subcontracts that may involve international air transportation.

3
4 **ARTICLE 10. TRANSPORTATION OF EQUIPMENT, MATERIALS OR COMMODITIES BY**
5 **OCEAN VESSEL**

6 A. AGENCY/CONTRACTOR shall utilize privately owned United States-flag commercial vessels to
7 ship at least 50% of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners
8 and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this
9 section, to the extent such vessels are available at fair and reasonable rates for United States-flag
10 commercial vessels.

11 B. AGENCY/CONTRACTOR shall furnish within twenty (20) working days following the date of
12 loading for shipments originating within the United States, or within thirty (30) working days following
13 the date of loading for shipping originating outside the United States, a legible copy of a rated, "on-
14 board" commercial ocean bill-of lading in English for each shipment of cargo described in paragraph
15 A of this Article to AUTHORITY (through the prime CONTRACTOR in the case of subcontractor
16 bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime
17 Administration, Washington, DC 20590, marked with appropriate identification of the project.

18
19 **ARTICLE 11. PROHIBITED INTERESTS**

20 A. AGENCY covenants that, for the term of this Agreement, no director, member, officer or
21 employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
22 interest, direct or indirect, in this Agreement or the proceeds thereof.

23 B. No member of or delegate to, the Congress of the United States shall have any interest, direct or
24 indirect, in this Agreement or to the benefits thereof.

25
26 **ARTICLE 12. ALCOHOL AND DRUG POLICY**

1 A. AGENCY agrees to establish and implement an alcohol and drug program that complies with 41
2 U.S.C sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement
3 as Exhibit B, and produce any documentation necessary to establish its compliance with sections
4 701-707.

5 B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.
6

7 **ARTICLE 13. PRIVACY ACT**

8 AGENCY shall comply with, and assures the compliance of its employees with, the information
9 restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a. Among
10 other things, AGENCY agrees to obtain the express consent of the Federal Government before the
11 AGENCY or its employees operate a system of records on behalf of the Federal Government.
12 AGENCY understands that the requirements of the Privacy Act, including the civil and criminal
13 penalties for violation of that Act, apply to those individuals involved, and that failure to comply with
14 the terms of the Privacy Act may result in termination of the underlying Agreement.
15

16 **ARTICLE 14. CONFLICT OF INTEREST**

17 AGENCY agrees to avoid organizational conflicts of interest. An organizational conflict of interest
18 means that due to other activities, relationships or contracts, the AGENCY is unable, or potentially
19 unable to render impartial assistance or advice to the Authority; AGENCY's objectivity in performing
20 the work identified in the Scope of Work is or might be otherwise impaired; or the AGENCY has an
21 unfair competitive advantage. AGENCY is obligated to fully disclose to the AUTHORITY in writing
22 Conflict of Interest issues as soon as they are known to the AGENCY. AGENCY is obligated to fully
23 disclose to the AUTHORITY in writing Conflict of Interest issues as soon as they are known to the
24 AGENCY. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
25 provision herein. This disclosure requirement is for the entire term of this Agreement.
26

1 **ARTICLE 15. CODE OF CONDUCT**

2 AGENCY agrees to comply with the AUTHORITY's Code of Conduct as it relates to Third Party
 3 contracts which is hereby referenced and by this reference is incorporated herein. AGENCY agrees
 4 to include these requirements in all of its subcontracts.

5
 6 **ARTICLE 16. PROTEST PROCEDURES**

7 The Authority has on file a set of written protest procedures applicable to this solicitation that may be
 8 obtained by contacting the Contract Administrator/Buyer responsible for this procurement. Any
 9 protest filed by the AGENCY in connection with this solicitation must be submitted in accordance
 10 with the Authority's written procedures.

11
 12 **The following additional provisions apply to all purchases over \$10,000**

13 **ARTICLE 17. TERMINATION**

14 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part, by
 15 giving AGENCY written notice thereof. Upon termination, AUTHORITY shall pay AGENCY its
 16 allowable costs incurred to date of that portion terminated. Said termination shall be construed in
 17 accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition
 18 Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for
 19 convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall
 20 be given to AGENCY in accordance with the provisions of the FAR referenced above. Upon receipt
 21 of said notification, AGENCY agrees to comply with all applicable provisions of the FAR pertaining to
 22 termination for convenience.

23 B. AUTHORITY may terminate this Agreement for AGENCY's default if a federal or state proceeding
 24 for the relief of debtors is undertaken by or against AGENCY, or if AGENCY makes an assignment
 25 for the benefit of creditors, or for cause if AGENCY fails to perform in accordance with the scope of
 26 work or breaches any term(s) or violates any provision(s) of this Agreement and does not cure such

1 breach or violation within ten (10) calendar days after written notice thereof by AUTHORITY.
 2 AGENCY shall be liable for any and all reasonable costs incurred by AUTHORITY as a result of
 3 such default or breach including, but not limited to, reprocurement costs of the same or similar
 4 services defaulted by AGENCY under this Agreement. Such termination shall comply with CFR Title
 5 48, Chapter 1, Part 49, of the FAR.

6
 7 **ARTICLE 18. RECYCLED PRODUCTS**

8 AGENCY shall comply with all the requirements of Section 6002 of the Resource Conservation and
 9 Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory
 10 provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the
 11 items designated in subpart B of 40 CFR Part 247. AGENCY agrees to include this requirement in
 12 all of its subcontracts.

13
 14 **The following additional provisions apply to all purchases over \$25,000**

15
 16 **ARTICLE 19. DEBARMENT & SUSPENSION:**
 17 **CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY**
 18 **MATTERS - PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

19 Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily
 20 excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28,
 21 1989, may not take part in any federally funded transaction, either as a participant or a principal,
 22 during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority,
 23 acting on behalf of the District, may not enter into any transaction with such debarred, suspended, or
 24 voluntarily excluded persons or firms during such period. A certification process has been
 25 established by 49 CFR Part 29, as a means to ensure that debarred suspended or voluntarily
 26 excluded persons or firms do not participate in Federally assisted projects. The inability to provide

1 the required certification will not necessarily result in denial of participation in a covered transaction.
2 A person or firm that is unable to provide a positive certification as required by this solicitation must
3 submit a complete explanation attached to the certification. FTA will consider the certification and
4 any accompanying explanation in determining whether or not to provide assistance for the project.
5 Failure to furnish a certification or an explanation may disqualify that person or firm from
6 participating in the project.

7
8 **The following additional provisions apply to all purchases over \$100,000:**

9
10 **ARTICLE 20. DISPUTES**

11 A. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising
12 under this Agreement which is not disposed of by supplemental agreement shall be decided by
13 AUTHORITY's Director, Contracts Administration and Materials Management (CAMM), who shall
14 reduce the decision to writing and mail or otherwise furnish a copy thereof to
15 AGENCY/CONTRACTOR. The decision of the Director, CAMM, shall be final and conclusive.

16 B. The provisions of this Article shall not be pleaded in any suit involving a question of fact arising
17 under this Agreement as limiting judicial review of any such decision to cases where fraud by such
18 official or his representative or board is alleged, provided, however, that any such decision shall be
19 final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous
20 as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any
21 appeal proceeding under this Article, AGENCY/CONTRACTOR shall be afforded an opportunity to
22 be heard and to offer evidence in support of its appeal.

23 C. Pending final decision of a dispute hereunder, AGENCY/CONTRACTOR shall proceed diligently
24 with the performance of this Agreement and in accordance with the decision of AUTHORITY's
25 Director, CAMM. This "Disputes" clause does not preclude consideration of questions of law in
26 connection with decisions provided for above. Nothing in this Agreement, however, shall be

1 construed as making final the decision of any AUTHORITY official or representative on a question of
2 law, which questions shall be settled in accordance with the laws of the state of California.

3
4 **ARTICLE 21. CLEAN WATER REQUIREMENTS**

5 AGENCY shall comply with all applicable standards, orders or regulations issued pursuant to the
6 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. AGENCY shall report
7 each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn,
8 report each violation as required to assure notification to FTA and appropriate EPA Regional Office.
9 AGENCY agrees to include this requirement in all of its subcontracts.

10
11 **ARTICLE 22. CLEAN AIR**

12 AGENCY shall comply with all applicable standards, orders or regulations issued pursuant to the
13 Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. AGENCY shall report each violation to
14 AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
15 appropriate EPA Regional Office. AGENCY agrees to include this requirement in all of its
16 subcontracts.

17
18 **ARTICLE 23. LOBBYING**

19 AGENCYs who apply or bid for an award of \$100,000 or more shall file the certification required by
20 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will not or has
21 not used Federal appropriated funds to pay any person or organization for influencing or attempting
22 to influence an officer or employee of any agency, a member of Congress, officer or employee of
23 Congress, or an employee of a member of Congress in connection with obtaining any Federal
24 contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the
25 name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts
26

1 on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by
 2 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

3 **ARTICLE 24. BUY AMERICA**

4 A. AGENCY is directed to the "Buy America" requirements of the Surface Transportation Assistance
 5 Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA)
 6 Sections 1041(a) and 1048(a) and the regulations adopted pursuant thereto. In conformance with
 7 the law and regulations, all manufacturing processes for steel and iron materials furnished for
 8 incorporation into the work on this Project shall occur in the United States; with the exception that
 9 pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States
 10 may be used in domestic manufacturing process for such steel and iron materials. The application of
 11 coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances
 12 the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy
 13 America" requirements.

14 B. A Certificate of Compliance, conforming to the provisions of this Article shall be furnished for steel
 15 and iron materials. The certificates, in addition to certifying that the materials comply with the
 16 specifications, shall specifically certify that all manufacturing processes for the materials occurred in
 17 the United States, except for the exceptions listed herein.

18 C. The requirements imposed by law and regulations do not prevent a minimal use of foreign steel
 19 and iron materials of the total combined cost of the materials used does not exceed one-tenth of one
 20 percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. AGENCY shall
 21 furnish the AUTHORITY acceptable documentation of the quantity and value of the foreign steel and
 22 iron prior to incorporating the materials in the work.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: OCTOBER 4, 2011

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK FOR THE OCTA BUS PAD – NORTHBOUND KRAEMER BOULEVARD AT CHAPMAN AVENUE PROJECT**

FISCAL
IMPACT: EXPENSE: \$32,450.00
OFFSETTING REVENUE: AB2766 FUNDING - \$32,450.00
BUDGETED: \$32,450.00 (ACCOUNT NO.: 333552-6185 J/L 61058,
CONSTRUCTION CAPITAL PROJECTS)

SUMMARY:

On July 19, 2011, the City Council awarded a contract to CJ Construction, Inc., for construction of a bus pad at the northeast corner of Kraemer Boulevard and Chapman Avenue. This action will conclude the project and authorize filing a "Notice of Completion" with the Orange County Clerk Recorder's Office in the amount of \$32,450.00.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept contract work performed by CJ Construction, Inc., for construction of the OCTA Bus Pad – Northbound Kraemer at Chapman Avenue Project in the total amount of \$32,450.00, and
2. Authorize the City Clerk to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project, and
3. Authorize the City Engineer to release retention funds in accordance with the terms of the contract.

DISCUSSION:

The bus stop on the northeast corner of Kraemer Boulevard and Chapman Avenue is heavily used for Bus Route 129. Prior to the project, the street area consisted of standard street

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October 4, 2011

specification asphalt and was severely deteriorated. The project provided a new concrete pad to preserve the roadway and replaced damaged curb and gutter areas.

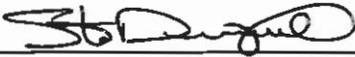
On July 19, 2011, the City Council awarded a contract to CJ Construction, Inc., in an amount of \$22,950.00 for construction of this project. The funding source for the construction of this project is \$32,450.00 in AB2766 Funds.

The project was completed on August 16, 2011. The project had one change order in the amount of \$9,500.00 for extra excavation and additional stabilization treatments that were required to achieve satisfactory compaction. Total construction costs including approved change orders is \$32,450.00. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorder's Office for this project. In addition, the City Engineer is prepared to release \$3,245.00, which is the amount held in retention.

FISCAL IMPACT:

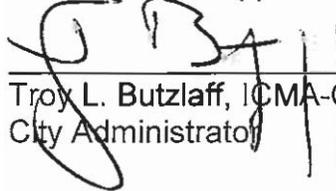
The project is funded by \$32,450.00 of the AB2766 Air Quality Funding Program.

Prepared by:



Steve Drinovsky
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: OCTOBER 4, 2011

SUBJECT: **PARTICIPATION IN OFFICE OF TRAFFIC SAFETY FUNDED GRANT- "AVOID THE 26" - ORANGE COUNTY DRIVING UNDER THE INFLUENCE TASK FORCE**

FISCAL IMPACT:

EXPENSE:	\$25,000.00	(ACCOUNT NO: 103041-5015)
OFFSETTING REVENUE:	\$25,000.00	(ACCOUNT NO: 103000-4201)
UNBUDGETED:	\$25,000.00	

SUMMARY:

The City of Anaheim has solicited and been awarded a grant from the Office of Traffic Safety for a regional driving under the influence enforcement and education program for the Federal fiscal year 2011-12. The City has participated as part of this task force since 2007 and has been given the ability to actively enforce Driving Under the Influence (DUI) laws within the City without utilizing general funds. The amount of the grant is \$256,000.00, of which our portion would be approximately \$25,000.00. Some components of the grant involve a regional effort for the enforcement and education of driving under the influence offenses through an Orange County Task Force approach for Fiscal Years 2011-12. Reimbursement for overtime monies spent on personnel will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range of \$1,200.00 per operation for two officers working a DUI saturation and \$7,900.00 for a DUI checkpoint. This action will approve a Memorandum of Understanding (MOU) with the City of Anaheim to continue the Police Department's participation in the Orange County Task Force.

RECOMMENDATION:

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

1. Approve a Memorandum of Understanding with the City of Anaheim related to the Office of Traffic Safety Grant (No. 20656), and
2. Direct the Chief of Police to execute all grant related agreements with the City of Anaheim in relation to this grant, and
3. Adopt Resolution No. R-2011-___, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2011-12 in the Aggregate Amount of \$25,000.00 in Compliance with City Charter Requiring Sufficient Appropriations for Actual Expenditures.

DISCUSSION:

The City of Anaheim has solicited and been awarded a grant from the Office of Traffic Safety for a regional driving under the influence enforcement and education program. The amount of the award is \$256,000. One of the components of the grant involves a regional effort for the enforcement and education of driving under the influence through an Orange County Task Force approach for the Federal Fiscal Year 2011-12.

By participating in the enforcement effort in conjunction with the grant, the City of Placentia will realize substantial return with a minimal investment. The Anaheim Police Department will manage the implementation of this regional DUI Enforcement Program by working together with police agencies from the cities of Buena Park, Brea, Costa Mesa, Cypress, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Laguna Beach, Los Alamitos, Newport Beach, Orange, Placentia, Santa Ana, Seal Beach, Tustin, Westminster, Yorba Linda, Orange County Sheriff's Department, Orange County Probation Department, California State University at Fullerton and the California Highway Patrol. All participating agencies will submit requests for enforcement within their individual jurisdiction. The DUI Enforcement operations will be strategically scheduled throughout the year, primarily weekend nights, holiday weekends, and during special events in the Orange County area, as identified by the participating agencies. Activities will include DUI checkpoints, DUI saturation patrols, DUI Task Force Operations and warrant/court operations for multiple DUI offenders during the Memorial Day, Fourth of July, August-Labor Day Mobilization, Winter Holiday Mobilization, and designated Special Events with identified DUI problems.

Officers will be deployed in either two-officer cars or paired motorcycles from either the same agency or from other participating agencies, depending on the availability of personnel from the different police departments. Cities will derive the benefit of saturation patrols and checkpoint staffing far in excess of their own capacity. By participating in this grant program, Placentia will gain the use of many more officers working in our jurisdiction during saturation patrol and checkpoint activities than our actual overtime funds would provide. In addition to the enforcement operations, there will be a combined effort of public education aimed at informing drivers that "The Orange County 26" are taking a very aggressive year-round regional approach to DUI enforcement.

The grant program is envisioned to include operations during the Winter Holiday Mobilization period (December 2011 through January 1, 2012), Memorial Day Holiday weekend, Independence Day Holiday weekend, Summer Mobilization period, Labor Day Holiday weekend, and other Special Events. For example: Super Bowl Sunday, St. Patrick's Day, Cinco de Mayo, Halloween, or a community event that increases potential for DUI-related problems. This OTS Project Grant will fund the overtime positions for two (2) persons during DUI saturation operations for up to eight (8) hours. Reimbursement for overtime monies spent on personnel will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range of \$1,200.00 per operation. Other grant-related activities, such as multi-agency saturation patrols and checkpoint operations, will fund maximum expenditures up to \$7,920.00 per detail.

The City of Anaheim Police Department will provide services necessary for the coordination, supervision, administration, and evaluation of this project, as well as provide any additional time needed to facilitate the requirements of this grant, as part of their collateral responsibilities and at no additional costs to the allied cities.

The costs for these operations will be reimbursed by the Office of Traffic Safety per the grant agreement on a quarterly basis to the City of Anaheim. In order for the City to participate in this program, a MOU with the City of Anaheim has been prepared. Reimbursement back to the City of Placentia is outlined in

the MOU with the City of Anaheim in Section 3 and states in part that repayment will be made from the submitted invoice (per event).

The actual reimbursement rate is one for one of the cost of expended overtime with the specified maximum of eight hours per detail (overtime hourly rate maximum of \$100.50). Hours worked beyond the maximum amount will be absorbed by the City of Placentia as "in-kind" funding. The funds for the overtime costs exceeding reimbursement will come directly from the budgeted overtime monies in the patrol operating budget and actual costs may vary depending upon the level of participation.

FISCAL IMPACT:

The City of Anaheim has been awarded this grant from the Office of Traffic Safety and it is guaranteed. The current police department overtime budget does not include the amount needed to fund these details during the Fiscal Year. A budget amendment in the amount listed would be required to ensure payment during each pay period the details were completed, but the City would receive reimbursement back from the City of Anaheim for the amount spent.

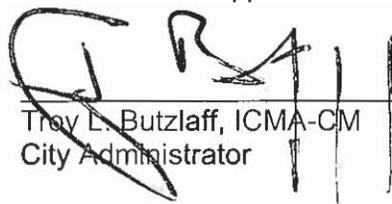
In total, participation with this grant should yield approximately two hundred hours of additional enforcement within the City of Placentia in the Fiscal Year. Additional revenue may occur due to fees, fines, penalty assessments, and emergency cost recovery. Revenue from these sources is difficult to estimate. Any income generated by the DUI Enforcement Operations are specified to be deposited into the General Fund of the participating city.

Prepared by:



Lt. Richard Pascarella
Patrol Commander

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Reviewed and approved:



R. A. Hicks
Chief of Police

Attachments:

Copy of Office of Traffic Safety Grant Agreement with applicant agency (City of Anaheim)
Memorandum of Understanding Relating to AVOID the 26 – Driving Under the Influence Campaign
Project for Orange County
Resolution No. R-2011-____.

OFFICE OF TRAFFIC SAFETY

GRANT AGREEMENT

Federal Fiscal Year 2012

10/1/2011 - 09/30/2012

GRANT AGREEMENT

(REV. 08/11)

GRANT NUMBER

20656

1. This Agreement is entered into between the Office of Traffic Safety and the City of Anaheim Police Department.
2. Grant Period: 10/01/2011 to 09/30/2012
3. Federal Funds allocated under this Agreement shall not exceed: \$256,000.00
4. Grant Title: Avoid DUI Campaign
5. Grant Description: To reduce alcohol-involved fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving increased DUI enforcement and intensive media campaigns will be conducted on a county-wide basis. Participating law enforcement agencies throughout the county, including the Alcohol Beverage Control and the California Highway Patrol will conduct DUI enforcement activities during the NHTSA summer and winter holiday mobilizations, Memorial Day and July 4th Weekends, as well as special events with identified DUI problems. Activities include DUI checkpoints, DUI saturation patrols, multi-agency DUI task force operations, warrant/probation sweeps and court sting operations for repeat DUI offenders.
6. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:
 - Exhibit A – Budget Summary, Budget Estimate and Narrative
 - Exhibit A1 – Sub-Budget Summary, Sub-Budget Estimate and Narrative (if applicable)
 - Exhibit B – Goals and Objectives
 - Exhibit C – Problem Statement, Method of Procedure
 - Exhibit D – Certifications and Assurances
 - Exhibit E* – OTS Grant Program Manual

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at: www.ots.ca.gov/Grants/Grant_Administration/Program_Manual.asp

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

Grantee Agency

By (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

California Office of Traffic Safety

By (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Christopher J. Murphy, Director

ADDRESS

2208 Kausen Drive, Suite 300, Elk Grove, CA 95758

**EXHIBIT A
BUDGET SUMMARY**

COST CATEGORY	TOTAL COSTS
Personnel	\$39,772.00
Travel	\$
Contractual Services	\$216,228.00
Equipment	\$
Other Direct Costs	\$
Indirect Costs	\$
TOTAL GRANT AMOUNT	\$256,000.00

**EXHIBIT A
 BUDGET ESTIMATE AND NARRATIVE**

This Grant Agreement is funded by the US Department of Transportation National Highway Traffic Safety Administration (NHTSA).

FUND NUMBER	CATALOG NUMBER	FUND DESCRIPTION
164AL Alcohol Funds - HSP 2012	CFDA 20.608	Minimum Penalties for Repeat Offenders For Driving While Intoxicated

PERSONNEL TOTAL COSTS **\$39,772.00**

Salaries – May include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Grant management duties will include: planning and coordinating multi-agency operational activities; collection of statistical data for OTS reporting; and assisting in claims preparation along with oversight of the grant and quarterly reporting.

Regular	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$
Subtotal		\$		\$	\$

Benefits

Narrative:

TOTAL (REGULAR POSITIONS AND BENEFITS)					\$
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Hourly	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$
Subtotal		\$		\$	\$

Benefits

Narrative:

TOTAL (HOURLY POSITIONS AND BENEFITS)	\$
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OVERTIME

Budgeted grant activities will be conducted by agency personnel on an overtime basis.

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Probation Officer, Community Services Officer, Dispatcher etc., depending on the titles used by the agency and their city's paid overtime policy.

The primary personnel duties for the AVOID Host Agency will be for staffing the following operations: DUI/DL Checkpoints; DUI Saturation Patrols; Multi-Agency DUI Task Force Operations; Warrant Service Operations; and Court Stings.

Public Information Officer (PIO) duties will include: conducting media events; preparing and disseminating press releases; arrest and collision data collection for weekend releases; and other duties related to the media objectives.

Personnel will be deployed as needed to accomplish the grant goals and objectives. Costs are estimated based on an overtime hourly rate range (not including benefits). Overtime reimbursement (overtime hourly rate and benefits) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

AVOID BENEFIT STATEMENT:

Costs of the operation may include overtime benefits for Unemployment Insurance, Social Security/FICA(OASDI), Workers Compensation, Medicare and State Disability/SDI not to exceed 25% of actual overtime reimbursement. Overtime reimbursement will reflect actual cost of the personnel conducting the appropriate operation.

Overtime Hourly Rate Range \$15.01 to \$85.68

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
8 DUI Saturation Patrols @ \$1,200.00	164AL Alcohol Funds - HSP 2012	\$9,600.00	%	\$0.00	\$9,600.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
2 DUI/DL Checkpoints @ \$8,560.00	164AL Alcohol Funds - HSP 2012	\$17,120.00	%	\$0.00	\$17,120.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
1 Other - Grant Management @ \$8,716.00	164AL Alcohol Funds - HSP 2012	\$8,716.00	%	\$0.00	\$8,716.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
2 Other - Multi-Agency DUI/DL Checkpoint @ \$2,168.00	164AL Alcohol Funds - HSP 2012	\$4,336.00	%	\$0.00	\$4,336.00

Benefits

Subtotal	\$39,772.00			\$0.00	\$39,772.00
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TOTAL (OVERTIME POSITIONS AND BENEFITS)					\$39,772.00
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TRAVEL TOTAL COSTS

\$

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Travel shall be claimed at the agency approved rate. Per diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

In State Travel: All conferences, seminars, or training not specifically identified in this Grant Agreement must be approved by OTS. Costs include local mileage for grant activities/meetings attended by appropriate staff.

Type	Fund Number	In State Travel Costs
In State Travel		\$

Additional Anticipated Travel:

Out of State Travel: All Out of State travel trips not specifically identified in this Grant Agreement must receive written approval from OTS.

Type	Fund Number	Out of State Travel Costs
Out of State Travel		\$

Additional Anticipated Travel:

CONTRACTUAL SERVICES TOTAL COSTS **\$216,228.00**

Memorandums of Understanding (MOU) or contracts will be developed with each participating allied agency that details overtime costs to be reimbursed. Allied agency personnel may participate in the following operations: DUI/DL Checkpoints; DUI Saturation Patrols; Multi-Agency DUI Task Force Operations; Warrant Service Operations; and Court Stings.

Description	Contractual Services Costs
Allied agency staffing	\$210,228.00

Narrative: Overtime budgeted for staffing by allied agencies during Avoid DUI enforcement periods.

Description	Contractual Services Costs
DUI Checkpoint Management Training	\$6,000.00

Narrative: Coordinate two POST-certified 8 hour overview on how to plan and manage a DUI checkpoint. If coordinating agency is an AVOID host, ensure participation of checkpoint supervisors from each allied agency.

EQUIPMENT TOTAL COSTS \$

Description	Fund Number	Equipment Costs
		\$

Narrative:

OTHER DIRECT TOTAL COSTS \$

Description	Fund Number	Other Direct Costs
		\$

Narrative:

INDIRECT TOTAL COSTS \$

Description	Fund Number	Indirect Costs

TOTAL GRANT AMOUNT **\$256,000.00**

EXHIBIT A1
SUB-BUDGET SUMMARY

Allied agency staffing

Personnel Costs

<u>Line Item</u>	<u>Total Costs</u>
Overtime	\$210,228.00

Total by Category	\$210,228.00
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Contractual Services

<u>Line Item</u>	<u>Total Costs</u>
Contractual Services	\$0.00

Total by Category	\$0.00
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TOTAL SUB-BUDGET COSTS	\$210,228.00
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**EXHIBIT A1
SUB-BUDGET DETAIL**

Allied agency staffing

PERSONNEL SUB-BUDGET TOTAL COSTS **\$210,228.00**

Salaries – May include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Regular	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$
Subtotal		\$		\$	\$

Benefits

Narrative:

TOTAL (REGULAR POSITIONS AND BENEFITS) | \$

Hourly	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$
Subtotal		\$		\$	\$

Benefits

Narrative:

TOTAL (HOURLY POSITIONS AND BENEFITS) | \$

OVERTIME

Budgeted grant activities will be conducted by agency personnel on an overtime basis.

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Probation Officer, Community Services Officer, Dispatcher etc., depending on the titles used by the agency and their city's paid overtime policy.

Personnel will be deployed as needed to accomplish the grant goals and objectives. Costs are estimated based on an overtime hourly rate range. (Not including benefits). Overtime reimbursement (overtime hourly rate and benefits) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime Hourly Rate Range \$25.36 to \$100.50

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
4 Multi-Agency DUI Task Force Operations @ \$8,057.00	164AL Alcohol Funds - HSP 2012	\$32,228.00	%	\$0.00	\$32,228.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
80 DUI Saturation Patrols @ \$1,200.00	164AL Alcohol Funds - HSP 2012	\$96,000.00	%	\$0.00	\$96,000.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
8 DUI/DL Checkpoints @ \$7,920.00	164AL Alcohol Funds - HSP 2012	\$63,360.00	%	\$0.00	\$63,360.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
2 Warrant Service Operations @ \$3,000.00	164AL Alcohol Funds - HSP 2012	\$6,000.00	%	\$0.00	\$6,000.00

Benefits

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
2 Other - Multi-agency DUI/DL Checkpoint @ \$6,320.00	164AL Alcohol Funds - HSP 2012	\$12,640.00	%	\$0.00	\$12,640.00

Benefits

Subtotal	\$210,228.00		\$0.00	\$210,228.00
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TOTAL (OVERTIME POSITIONS AND BENEFITS)				\$210,228.00
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TRAVEL SUB-BUDGET TOTAL COSTS

\$

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Travel shall be claimed at the agency approved rate. Per diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

In State Travel: All conferences, seminars, or training not specifically identified in this Grant Agreement must be approved by OTS. Costs include local mileage for grant activities/meetings attended by appropriate staff.

Type	Fund Number	In State Travel Costs
In State Travel		\$

Additional Anticipated Travel

Out of State Travel: All Out of State travel trips not specifically identified in this Grant Agreement must receive written approval from OTS.

Type	Fund Number	Out of State Travel Costs
Out Of State Travel		\$

Additional Anticipated Travel

CONTRACTUAL SERVICES SUB-BUDGET TOTAL COSTS **\$0.00**

Description	Contractual Services Costs
	\$

Narrative:

OTHER DIRECT SUB-BUDGET TOTAL COSTS **\$**

Description	Fund Number	Other Direct Costs
		\$

Narrative:

INDIRECT SUB-BUDGET TOTAL COSTS **\$**

Description	Fund Number	Indirect Costs

TOTAL SUB-BUDGET COSTS **\$210,228.00**

**EXHIBIT A1
SUB-BUDGET SUMMARY**

DUI Checkpoint Management Training

Other Direct Costs

<u>Line Item</u>	<u>Total Costs</u>
Other Direct Costs	\$6,000.00
Total by Category	\$6,000.00
TOTAL SUB-BUDGET COSTS	\$6,000.00

EXHIBIT A1
SUB-BUDGET DETAIL

DUI Checkpoint Management Training

PERSONNEL SUB-BUDGET TOTAL COSTS \$

Salaries – May include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Regular	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$
Subtotal		\$		\$	\$

Benefits

Narrative:

TOTAL (REGULAR POSITIONS AND BENEFITS) | \$

Hourly	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$
Subtotal		\$		\$	\$

Benefits

Narrative:

TOTAL (HOURLY POSITIONS AND BENEFITS) | \$

OVERTIME

Budgeted grant activities will be conducted by agency personnel on an overtime basis.

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Probation Officer, Community Services Officer, Dispatcher etc., depending on the titles used by the agency and their city's paid overtime policy.

Personnel will be deployed as needed to accomplish the grant goals and objectives. Costs are estimated based on an overtime hourly rate range. (Not including benefits). Overtime reimbursement (overtime hourly rate and benefits) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Overtime Hourly Rate Range \$ to \$

Overtime	Fund Number	Total All Positions	Total % Benefits	Total All Benefits	Total Compensation
		\$	%	\$	\$

Benefits

Subtotal	\$		\$	\$
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TOTAL (OVERTIME POSITIONS AND BENEFITS)				\$
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TRAVEL SUB-BUDGET TOTAL COSTS

\$

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Travel shall be claimed at the agency approved rate. Per diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

In State Travel: All conferences, seminars, or training not specifically identified in this Grant Agreement must be approved by OTS. Costs include local mileage for grant activities/meetings attended by appropriate staff.

Type	Fund Number	In State Travel Costs
In State Travel		\$

Additional Anticipated Travel

Out of State Travel: All Out of State travel trips not specifically identified in this Grant Agreement must receive written approval from OTS.

Type	Fund Number	Out of State Travel Costs
Out Of State Travel		\$

Additional Anticipated Travel

CONTRACTUAL SERVICES SUB-BUDGET TOTAL COSTS	\$
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Description	Contractual Services Costs
	\$

Narrative:

OTHER DIRECT SUB-BUDGET TOTAL COSTS	\$6,000.00
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Description	Fund Number	Other Direct Costs
2 Other - DUI Checkpoint Management Training @ \$3000.00	164AL Alcohol Funds - HSP 2012	\$6,000.00

Narrative: POST-certified 8 hour overview on how to plan and manage a DUI checkpoint. Topics include surveying locations, staffing, physical layout, signage, safety considerations, post-checkpoint procedures, record-keeping, case law, and courtroom testimony.

INDIRECT SUB-BUDGET TOTAL COSTS	\$
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Description	Fund Number	Indirect Costs

TOTAL SUB-BUDGET COSTS	\$6,000.00
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**EXHIBIT B
GOALS AND OBJECTIVES**

Goals

Order	Goal ID #	Goal
1	5	To reduce the number of persons killed in traffic collisions.
2	6	To reduce the number of persons injured in traffic collisions.
3	1	To reduce the number of persons killed in alcohol-involved collisions during holiday enforcement periods.
4	2	To reduce the number of persons injured in alcohol-involved collisions during holiday enforcement periods.
5	3	To reduce the number of persons killed countywide in alcohol-involved collisions.
6	4	To reduce the number of persons injured countywide in alcohol-involved collisions.
7	52	To reduce the number of persons killed in drug involved collisions.
8	53	To reduce the number of persons injured in drug involved collisions.

Objectives

Order	Objective ID #	Objective	User Input
1	25	To issue a press release announcing the kick-off of the grant by November 15 of the first grant year. The press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
2	225	To send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov , with a copy to your OTS Coordinator. If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, a draft press release must first be sent to the OTS PIO for approval. Drafts should be sent for approval as early as possible to insure adequate turn-around time. Optimum lead time would be 10-20 days prior to the operation. Media communications reporting the results of grant activities such as	

		checkpoints and saturation patrols are exempt from the advance approval requirement. Activities such as warrant or probation sweeps and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report results.	
3	34	To use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.	
4	266	To report the procurement status of all equipment planned to be purchased as part of this grant.	
5	2	To conduct __ DUI/DL checkpoints during each Winter Holiday Mobilization period.	Target number: 4
6	3	To conduct __ DUI/DL checkpoints during each Memorial Day Holiday weekend.	Target number: 1
7	4	To conduct __ DUI/DL checkpoints during each Independence Day Holiday period.	Target number: 1
8	5	To conduct __ DUI/DL checkpoints during each Summer Holiday Mobilization period.	Target number: 4
9	7	To conduct __ DUI Saturation Patrols during each Winter Holiday Mobilization period.	Target number: 10
10	8	To conduct __ DUI Saturation Patrols during each Memorial Day Holiday weekend.	Target number: 10
11	9	To conduct __ DUI Saturation Patrols during each Independence Day Holiday period.	Target number: 10
12	10	To conduct __ DUI Saturation Patrols during each Summer Holiday Mobilization period.	Target number: 10
13	11	To conduct __ DUI Saturation Patrols during Halloween, Super Bowl Sunday, St Patrick's Day and Cinco de Mayo.	Target number: 35
14	12	To conduct __ DUI Saturation Patrols during county fairs, festivals, and other community events with identified DUI problems.	Target number: 13
15	14	To conduct __ Multi Agency Task Force operations during each Winter Holiday Mobilization period.	Target number: 3
16	15	To conduct __ Multi Agency Task Force operations during each Summer Holiday Mobilization period.	Target number: 3
17	17	To conduct __ Warrant Service/Probation Compliance Check operations during each Winter Holiday Mobilization period.	Target number: 1
18	18	To conduct __ Warrant Service/Probation Compliance Check	Target number: 1

		operations during each Summer Holiday Mobilization period.	
19	20	To conduct __ Court Sting operations during each Winter Holiday Mobilization period.	Target number: 0
20	21	To conduct __ Court Sting operations during each Summer Holiday Mobilization period.	Target number: 0
21	22	To submit operational data for each of the NHSTA Holiday Mobilization Campaigns within 45 days after each mobilization. Note: This data is important as it is forwarded to NHTSA for national campaign reporting.	
22	23	To increase DUI arrests during each Winter Holiday Mobilization, Summer Holiday Mobilization, Memorial Day and Independence Day holiday enforcement periods.	
23	24	To conduct an annual MADD/Avoid DUI Recognition Seminar to disseminate DUI information and enforcement strategies to enforcement agencies along with MADD to recognize members efforts to lower deaths and injuries by September 30 of each grant year.	
24	27	To conduct Avoid public information campaigns during each Winter Holiday Mobilization, Summer Holiday Mobilization, Memorial Day, Independence Day, Halloween, Super Bowl Sunday, St. Patrick's Day, Cinco De Mayo, county fairs, festivals and other community events with identified DUI problems.	
25	28	To conduct a press conference or media event for each campaign period in cooperation with all other regional Avoid projects for the NHTSA Mobilization during each Winter Holiday Mobilization and Summer Mobilization. The press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov , and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.	
26	29	To conduct an intensive news bureau media effort, including daily reporting of statistics on DUI arrests, injuries and deaths, to the list of major local newspaper(s), TV and radio. The news bureau will report statistics every morning before 11 a.m. during each Winter Holiday Mobilization, Summer Holiday Mobilization, Memorial Day, Independence Day, Halloween, Super Bowl Sunday, St. Patrick's Day, Cinco De Mayo, county fair, festival and other community events with identified DUI problems.	
27	30	To develop at least 8 news stories during the Winter Holiday Mobilization and Summer Holiday Mobilization and send via email or fax to daily and weekly newspapers, radio, television, and wire services.	
28	31	To develop at least 3 news stories during the Memorial Day Holiday and send via email or fax to daily and weekly newspapers, radio, television, and wire services.	
29	32	To develop at least 3 news stories during the Independence Day	

		Holiday and send via email or fax to daily and weekly newspapers, radio, television, and wire services.	
30	33	To post press releases, enforcement schedules, and countywide "daily" statistics during each campaign period via the www.Californiaavoid.org website.	
31		To conduct two 8 hour, POST Certified "DUI Checkpoints – Planning and Management" training courses.	

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EXHIBIT C
PROBLEM STATEMENT AND METHOD OF PROCEDURE

PROBLEM STATEMENT

An annual review of fatal driving under the influence (DUI) collisions reveals that DUI incidents are typically at their highest during the winter holiday period (Christmas and New Years), the end of summer vacation/Labor Day period, and also Memorial Day and Independence Day weekends. Other times with high incident of DUI crimes and collisions include Halloween, Super Bowl Sunday, Cinco de Mayo and local festivals/events with identified DUI problems. Significant progress has been made in reducing the frequency of fatal DUI collisions when law enforcement agencies coordinate awareness campaigns and enforcement efforts with local, regional and national efforts. Nationwide, traffic deaths have declined dramatically; however, DUI deaths have not dropped at the same rate which indicates the need to continue coordinate efforts between law enforcement, community based organizations and media outreach.

METHOD OF PROCEDURE

Phase 1 – Program Preparation (1st Quarter of the Grant Year)

Develop a Memorandum of Understanding (MOU) with each participating agency that details enforcement activities to be conducted and personnel, number of hours required, and rate of compensation for each position.

Form an “Avoid Committee” comprised of representatives of all agencies participating in the program to coordinate and develop DUI operational plans, schedules and media efforts by October 30 of each grant year.

Hold the first Avoid Committee meeting and designate a committee chair and a steering sub-committee elected by committee members, by October 30th of each grant year. The steering sub-committee shall be comprised of at least three members representing local, county and state law enforcement. The steering sub-committee will approve all public information concepts and materials, and create all enforcement operational plans.

Develop an Enforcement Operational Plan for each phase of the campaign by:

- October 30th of each grant year for the Fall and Winter DUI Enforcement Schedules.
- March 1st of each grant year for the Spring and July Enforcement Schedules.
- July 1st of each grant year for the Summer Enforcement Schedules.

Gain commitment from law enforcement executives in the county on the campaigns and encourage them to emphasize DUI enforcement during all phases with officers on regular patrols and by allocating overtime hours to extra units, participating in forming special teams, conducting DUI checkpoints and contributing to all public information elements of the campaigns.

Maintain judicial support of the program by communicating program goals and activities to the court.

EXHIBIT C
PROBLEM STATEMENT AND METHOD OF PROCEDURE

Collaborate with Alcoholic Beverage Control, District Attorney's Offices, and community based organizations to gain program support.

Encourage that at least 50% of sworn police department personnel conducting DUI enforcement with grant funding have received NHTSA-CERTIFIED Standardized Field Sobriety Testing (SFST) training.

Prepare complete press information for allied agencies and for broadcast reporters during each campaign period including a main press release, campaign calendar, departmental plans and fact sheet. The material will emphasize the campaign's serious, aggressive enforcement and the high cost of DUI in terms of money, criminal consequences and human misery. The information for each campaign period will be completed by December 1, May 15, June 15, and August 1 of each grant year.

Partner, where applicable, with other County Avoid programs on regional Avoid media efforts to maximize the overall goal of the Avoid Grants – Enforcement and Public Awareness.

Phase 2 – Program Operations (2nd, 3rd and 4th Quarters of the Grant Year)

Schedule and conduct enforcement and public information campaigns for each campaign period according to the Operational Plan.

Phase 3 – Data Collection & Reporting (Throughout Grant Period)

Collect and report countywide DUI arrest and DUI fatal collision data during each campaign period via the www.Californiaavoid.org website.

Measure the grant's impact on crime by tracking non-traffic-related arrests that initiate from DUI checkpoints and/or other grant supported activities or operations. Some of the crime statistics to be collected include narcotic arrests, confiscated weapons, stolen vehicles recovered, criminal misdemeanor arrests, criminal felony arrests, and felony warrant arrests.

Following each of the Winter and Summer NHTSA Holiday Mobilization Campaigns, the collection of required data from all grant funded DUI activities will be recorded and the NHTSA Mobilization Data Sheet will be completed and forwarded via fax or email to the OTS Avoid Coordinator (it will then be reported to NHTSA for inclusion in their National Mobilization campaign statistics).

Agencies are required to collect and report quarterly, appropriate data that supports the progress each of the goal and objective.

Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. A separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.

EXHIBIT C
PROBLEM STATEMENT AND METHOD OF PROCEDURE

Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the project efforts.

Reports shall be completed and submitted in accordance with OTS requirements specified in the Grant Program Manual.

Method of Evaluation

Using the data compiled during the grant, the Grant Director will: (1) briefly state the original problem, (2) specify the most significant goals and objectives, (3) highlight the most significant activities that contributed to the success of the program and the strategies used to accomplish the goals, and (4) describe the program's accomplishments as they related to the goals and objectives.

The primary responsibility for reporting the media objectives in this grant are the responsibility of the Orange County Sheriff-Coroner Department per their OTS grant agreement #AL1099. The Anaheim Police Department has the responsibility to partner with the Orange County Sheriff-Coroner Department to complete the media objectives in this grant.

**EXHIBIT D
CERTIFICATIONS AND ASSURANCES**

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Grantee Agency will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- National law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.

The Grantee Agency shall actively encourage all relevant law enforcement personnel in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (b) (1) (E))

Other Federal Requirements

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. (49 CFR 18.21)

The same standards of timing and amount, including the reporting of cash disbursement and balances, apply to grantees as they do the State. (49 CFR 18.41)

Failure to adhere to these provisions may result in the termination of State drawdown privileges.

Equipment acquired under this Grant Agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Grantee Agency; or the State, by formal agreement with appropriate

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CFR 1200.21);

The Grantee Agency will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

Federal Funding Accountability and Transparency Act

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; , and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;

(i) the entity in the preceding fiscal year received—

(I) 80 percent or more of its annual gross revenues in Federal awards; and(II) \$25,000,000 or more in annual gross revenues from Federal awards; and(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- Other relevant information specified by OMB guidance.

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq. PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse and alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights

**EXHIBIT D
CERTIFICATIONS AND ASSURANCES**

Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (41 U.S.C. 702);

The Grantee Agency will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

Buy America Act

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Political Activity (Hatch Act)

The Grantee Agency will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Grantee Agency official certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee Agency official shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment And Suspension

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Grantee Agency official shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grantee Agency official shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters –
Primary Covered Transactions:**

1. The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such Grantee Agency official shall attach an explanation to this Grant Agreement.

Instructions for Lower Tier Certification

EXHIBIT D
CERTIFICATIONS AND ASSURANCES

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency

**EXHIBIT D
CERTIFICATIONS AND ASSURANCES**

with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this Grant Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Grantee Agencies are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving-
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or on behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Grantee Agency official has reviewed the Grant Agreement and hereby declares that no significant environmental impact will result from implementing this traffic safety program. If, under a future revision, this program will be modified in such a manner that a program would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

**MEMORANDUM OF UNDERSTANDING
RELATING TO AVOID THE 26 – DRIVING UNDER THE INFLUENCE
CAMPAIGN PROJECT FOR ORANGE COUNTY**

**FUNDED BY THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY
GRANT # 20656**

This MEMORANDUM OF UNDERSTANDING, entered into this ____ day of _____, 2011, is by and between the CITY OF ANAHEIM (“ANAHEIM”) and the CITY OF PLACENTIA (“LEA”).

WHEREAS, ANAHEIM was selected as the host agency for the 2011-2012 Avoid the 26 – Driving Under the Influence Campaign Project for Orange County (the “Avoid the 26 Campaign”) funded by a grant awarded by and through the State of California Office of Traffic Safety (“OTS”); and

WHEREAS, as host agency, ANAHEIM is required, under the terms and conditions of the Avoid the 26 Campaign Grant (the “Grant”) to enter into a Memorandum of Understanding with each participating law enforcement agency that will be performing enforcement services in an effort to reduce alcohol-involved fatalities and injuries and raise general public awareness regarding the problems associated with drinking and driving; and

WHEREAS, LEA is a participating law enforcement agency in the Project and desires to provide enforcement services in accordance with the terms and conditions set forth in this Memorandum of Understanding.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES TO THIS MEMORANDUM OF UNDERSTANDING AS FOLLOWS:

1. SERVICES TO BE PERFORMED BY LEA

LEA shall provide DUI enforcement staff on an overtime basis as staffing levels allow for the “Avoid the 26 Campaign” during the holiday enforcement period of October 1, 2010, through September 30, 2011. LEA commits to participate in the Avoid the 26 Campaign as staffing levels allow and to encourage officers to emphasize DUI enforcement during all phases thereof.

2. TERM

The term of this Memorandum of Understanding shall be from October 1, 2011, through September 30, 2012.

3. PAYMENT

- a. Rate of Payment. LEA shall receive reimbursement from ANAHEIM based on actual staff hours worked on DUI enforcement for the "Avoid the 26 Campaign," as invoiced in accordance with Paragraph B, Invoice Requirements below, during the "Avoid the 26" enforcement period.
- b. Invoice Requirements. Invoices submitted by LEA shall include the following information:
 - i. the dates and number of hours worked,
 - ii. the officer's name and overtime salary rate, to be one and one half times the officers rate of pay, not including benefits,
 - iii. the total dollars requested for overtime reimbursement, and
 - iv. the statistics required by OTS as outlined in Paragraph 3, Statistical Reporting, below.
- c. Time Limit for Submitting Invoices. ANAHEIM shall not be obligated to pay LEA for the services covered by any invoice if LEA presents the invoice to ANAHEIM more than forty-five (45) days after the date LEA renders the services, or more than forty-five days (45) after this Memorandum of Understanding terminates, whichever is earlier.

4. STATISTICAL REPORTING

LEA shall collect and report to ANAHEIM the number of DUI Checkpoints or Saturation Patrols paid with Avoid the 26 Campaign funds. For each checkpoint or patrol, LEA must collect and report the total number of the following that are applicable:

- a. vehicles passing through checkpoint,
- b. vehicles/drivers screened,
- c. field sobriety tests conducted,
- d. DUI arrests,
- e. drug arrests,
- f. criminal arrests,
- g. unlicensed drivers
- h. suspended licenses,
- i. citations issued,
- j. recovered stolen vehicles,
- k. vehicles impounded, and
- l. vehicles stopped.

5. AVAILABILITY OF FUNDS

Payment of all services provided pursuant to this Memorandum of Understanding is contingent upon OTS funding the "Avoid the 26 Campaign" Grant through ANAHEIM. In the event that OTS does not fund the Grant, ANAHEIM shall not be liable for any payment to LEA for enforcement services provided by LEA pursuant to this Memorandum of Understanding whatsoever. ANAHEIM may terminate this Memorandum of Understanding in accordance with the provisions of Paragraph 9 below for unavailability of OTS funds.

6. ALTERATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

7. RECORDS

A. Access. LEA agrees to provide to ANAHEIM, to any Federal or State department having monitoring or reviewing authority, to authorized representatives and/or their appropriate audit agencies upon reasonable notice, access to and the right to examine and audit all records and documents necessary to determine compliance with relevant Federal, State and local statutes, rules and regulations and this Memorandum of Understanding, and to evaluate the quality, appropriateness and timeliness of services performed, for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

B. Retention. ANAHEIM shall maintain and preserve in its possession all records relating to this Memorandum of Understanding for a period of at least three (3) years from the termination date of this Memorandum of Understanding, or until audit findings are resolved, whichever is greater.

8. COMPLIANCE WITH APPLICABLE LAW

All services to be performed by LEA pursuant to this Memorandum of Understanding shall be performed in accordance with all applicable Federal, State, County and Municipal laws, ordinances and regulations.

9. TERMINATION OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding may be terminated by ANAHEIM or LEA at any time upon seven (7) days written notice to the other party.

10. CIVIL LIABILITY AND INDEMNIFICATION.

In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties hereto, pursuant to the authorization contained in Section 895.4 and 895.6 of the Government Code, agree that each party shall be liable for any damages including, but not limited to, claims, fees, and costs resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each party shall indemnify, defend and hold harmless the other party from any such judgment(s), claim(s), demand(s), damage(s), loss(es), liability(ies), cost(s) and expense(s) including reasonable attorneys' fees, for their negligence (including that of the respective officials, officers, employees, agents, successors and assigns). The Parties agree that the contribution as provided by Government Code Section 895.6 shall not apply.

11. WORKERS' COMPENSATION AND OTHER BENEFITS.

Each party shall be responsible for the workers' compensation coverage and benefits for its own employees participating in this agreement and each shall indemnify and hold the other party harmless for any claims for such coverage or benefits as well as for other benefits, which may be claimed by an employee by virtue of participating in the activities described in this agreement. To the maximum extent permitted by law, the Parties agree that the other party shall not be considered "third parties" for purposes of imposing workers' compensation liability on any party except the entity employing an employee who may be injured during any joint action of the Parties' trained or designated employees.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed on the date dates hereinafter respectively set forth.

DATE OF EXECUTION:

9/26/11

CITY OF ANAHEIM POLICE CHIEF

By: *[Signature]*
Chief of Police

“ANAHEIM”

APPROVED AS TO FORM:

Anaheim City Attorney

Date: _____

DATE OF EXECUTION:

By: _____

Printed Name: _____

Title: _____

“LEA”

APPROVED AS TO FORM:

City Attorney

By: _____

Date: _____

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2011/12 IN THE AGGREGATE AMOUNT OF \$25,000.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2011/12 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

(iii). 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 adopted budget for Fiscal Year 2011/12, Resolution No. R-2011-38, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
General	Overtime	Police	103041-5015	25,000.00
	Fund Balance	Police	0010-3001	(25,000.00)
				<u>\$ 0</u>

PASSED, ADOPTED AND APPROVED this 4th day of October, 2011.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

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 4th day of October, 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: DIRECTOR OF FINANCE
DATE: OCTOBER 4, 2011
SUBJECT: **BUDGET AMENDMENTS FOR FISCAL YEAR 2010-11 YEAR END CLOSE**

FISCAL
IMPACT: EXPENSE: \$2,258,044
UNBUDGETED: \$2,258,044

SUMMARY:

At the end of each Fiscal Year Staff must perform routine and necessary transfers within various funds to account for City operations and expenses. These budget transfers are required to be approved by City Council. To bring more transparency to the City's accounting practices, the City's Financial Audit Oversight Committee has suggested that these transfers be separately documented and approved by the City Council. This action will adopt a Resolution approving routine and necessary budget transfers as part of the close out of the Fiscal Year 2010-11 budget.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2011-___, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in the Fiscal Year 2011-12 in the aggregate amount of \$2,258,044.00 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures.

DISCUSSION:

Part of closing out the prior Fiscal Year is to insure that City Council has approved all actual expenditures. This includes accounts that have gone over budget and expenditures that have been approved by City Council without a corresponding budget transfer. The majority of the additional appropriations requested are due to the City Capital Project Fund for approved Capital Improvement Project (CIP) expenditures. The remaining the additional appropriations are for debt service payments and other Special Revenue operating activities. There is no additional appropriations necessary for the General Fund.

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October 4, 2011

As we proceed with the Fiscal Year 2010-11 audit, there could be adjustments requiring additional appropriations. If such is the case, Staff will prepare a Staff Report requesting City Council approval for additional appropriations.

For reference, Exhibit "A" outlines the effected funds and accounts numbers.

FISCAL IMPACT:

The Resolution will amend the Fiscal Year 2010-11 Annual Budget appropriations by \$2,258,044. No General Fund impact, increase appropriations for Special Revenue Funds, Internal Service Funds (ISF) and Redevelopment Funds.

Prepared by:



Karen Ogawa
Director of Finance

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Resolution No. R-2011-_____

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2010/11 IN THE AGGREGATE AMOUNT OF \$2,258,044.00 IN COMPLIANCE WITH CITY CHARTER §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2010/11 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

(iii). 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 adopted budget for Fiscal Year 2010/11, Resolution No. R-2011-38, as heretofore amended, hereby is amended to reflect the following transfer of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Acct. #	Increase (Decrease)
			See Exhibit A	\$2,258,044.00
				\$ 0

PASSED, ADOPTED AND APPROVED this 4th day of October, 2011.

SCOTT NELSON, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

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 4th day of October, 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

RESOLUTION NO. R-2011-
PAGE 2 OF 2

City of Placentia
BUDGET AMENDMENT
Fiscal Year 2010-11
Exhibit A

FUND	ACCOUNT		ACCOUNT DESCRIPTION	AMOUNT
Gas Tax Bond	520000	6925	Issuance Costs	\$ 166,119
	520000	6950	Interfund Transfers Out	\$ 140,559
Park Development	230000	6950	Interfund Transfers Out	\$ 144,264
Street Lighting	286560	6330	Electricity	\$ 188,718
RDA Cap Proj	327525	6296	Administrative Service Fee	\$ 22,334
	327525	6915	Interest/Bonds/COP's/Leases	\$ 483,590
	327525	6920	Interest/Other Debt	\$ 158,900
L & M	340000	6950	Interfund Transfer Out	\$ 185,000
Orangethorpe Corridor	490000	6950	Interfund Transfer Out	\$ 152,700
Refuse Administration	370000	6950	Interfund Transfer Out	\$ 254,870
CNG	380000	6895	Depreciation	\$ 79,250
	380000	6950	Interfund Transfers Out	\$ 49,670
Risk Management	404580	5165	Workers Compensation	\$ 232,070
Total Budget Amendment				\$ 2,258,044



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES AND COMMUNITY SERVICES

DATE: OCTOBER 4, 2011

SUBJECT: **CITY COUNCIL APPROVAL OF AMENDMENT NO. 2 TO CITY ADMINISTRATOR EMPLOYMENT AGREEMENT**

FISCAL
IMPACT: EXPENSE: TO BE DETERMINED

SUMMARY:

At the direction of the City Council, a proposed Amendment to the City Administrator Employment Agreement has been prepared for City Council consideration.

RECOMMENDATION:

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

1. Approve the attached Amendment No. 2 to the City Administrator Employment Agreement and authorize the Mayor to execute the same.

DISCUSSION:

The City Council desires to amend certain provisions of City Administrator Troy Butzlaff's current Employment Agreement to clarify and revise certain terms and conditions of the City Administrator's employment with the City. The City Attorney has prepared the attached Amendment No. 2 to the City Administrator's Employment Agreement for City Council consideration.

Significant components of the Amendment are as follows:

- Amends Section 6, Automobile and Telecommunication Allowances, to account for the monthly auto allowance not being reported as income for purposes of contribution or payment by City or Employee to City's retirement plan.
- Amends Section 7, Retirement, to account for employee paying 7% employee contribution rate to CalPERS. The City Administrator has been making a voluntary contribution to the employee share since July, 2009 (4.62%), which increased in February, 2010 to the entire 7%.

- Amends Section 7, Retirement, to agree to match employee's contributions, up to and including maximum contribution(s), to a qualified deferred compensation plan such as offered by the International City/County Management Association Retirement Corporation.

The balance of the Employment Agreement will remain in full effect with the approval of Amendment No. 2.

Prepared and submitted by:



Stephen D. Pischel
Director of Administrative Services
and Community Services

Attachment:

Amendment No. 2 to the City Administrator Employment Agreement

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT
CITY ADMINISTRATOR**

This Amendment No. 2 to Employment Agreement (“Amendment No. 2”) is made, entered into, effective July 1, 2011 by and between the City of Placentia, a Charter City and municipal corporation, (“City”) and Troy L. Butzlaff, an individual (“Employee”), the (“Parties”) sometimes hereinafter.

A. Recitals.

(i). The Parties entered into that certain Employment Agreement (“Agreement”), effective May 6, 2008 which has been amended by that certain Amendment No. 1 dated June 17, 2008.

(ii). The Parties desire to amend certain provisions of the Agreement to clarify and revise certain terms and conditions of Employee’s employment with City.

(iii). All legal prerequisites to the making of this Amendment No. 2 have occurred.

B. Amendment

NOW, THEREFORE, the parties agree as follows:

1. In all respects as set forth in the Recitals, Part A., of this Amendment No 2.

2. Section 3.A. of the Agreement hereby is amended to read, in words and figures, as follows:

“3.A. City agrees to pay Employee a base monthly salary of \$15,272.00, payable at the same time and in the same manner as other management employees of City are paid. Said base monthly salary does not include any adjustments required by § 3.B. of this Agreement.”

3. Section 6. of the Agreement, as heretofore amended, hereby is amended to read, in words and figures, as follows:

“Section 6.: Automobile and Telecommunication Allowances. During the term of this Agreement, as heretofore amended, City shall provide Employee with an automobile allowance of Five Hundred Dollars (\$500.00) per month for job-related usage of his or her personal vehicle. City further agrees to provide Employee a telecommunications allowance of One Hundred Dollars (\$100.00) per month in order to ensure Employee has access to cellphone and related services. Neither the automobile nor the telecommunications allowance shall be reported as income for purposes of contribution or payment by City or Employee to City’s retirement plan. City further agrees to reimburse Employee in a sum not to exceed Two Hundred Seventeen Dollars (\$217.00), per month, for purchase of fuel for said vehicle; alternatively, Employee is authorized to utilize a City-issued credit card for purchase of fuel and Employee shall reimburse City for any purchase(s) exceeding said Two Hundred Seventeen Dollars (\$217.00) per month.”

4. Section 7 of the Agreement, as heretofore amended, hereby is amended to read, in words and figures, as follows:

“Section 7. Retirement. City agrees to enroll Employee in the California Public Employees Retirement System (“CalPERS”) in accordance with City’s contract with CalPERS and shall make all appropriate contributions on Employee’s behalf. Employee understands and agrees that the employee contribution to CalPERS shall be deducted from Employee’s gross pay and both the City and Employee contribution shall be made in accordance with the provisions of § 3.A, above. City further agrees to match Employee’s contributions, up to and including maximum contribution(s), to a qualified

**AMENDMENT NO. 2 TO EMPLOYMENT AGREEMENT
CITY ADMINISTRATOR**

deferred compensation plan such as offered by the International City/County Management Association Retirement Corporation.”

5. Section 17. of the Agreement, as heretofore amended, as to Employee’s address, hereby is amended to read, in words and figures, as follows:

“Notices to Employee shall be directed to Employee’s address of record as set forth in Employee’s Personnel File.”

6. Except as specifically modified herein, the provisions of the Agreement, as heretofore amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 as of the day and year first set forth above.

CITY OF PLACENTIA

By: _____
Scott W. Nelson,
Mayor

EMPLOYEE

By: _____
Troy L. Butzlaff, ICMA-CM

ATTEST: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Andrew V. Arczynski,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: MANAGEMENT ANALYST

DATE: OCTOBER 4, 2011

SUBJECT: **CONSIDERATION OF AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PLACENTIA AND GOLDEN STATE WATER COMPANY FOR BILLING SERVICES**

FISCAL
IMPACT: EXPENSE: \$37,200
 OFFSETTING REVENUE: \$37,200

SUMMARY:

On March 15, 2005 the City Council entered into an agreement with Golden State Water Company (GSWC) formerly known as Southern California Water Company. The agreement allows for the placement of the City's sanitary sewer service fee on the water bill that is issued to each customer in the Golden State Water Company service area. GSWC is requesting that the City Council consider and approve a new agreement for sanitary sewer service billing. The new agreement updates and standardizes the billing services agreement to maintain consistency with all cities that use GSWC for billing services. The agreement does not change the cost to the City which will remain \$0.50 per customer, per billing cycle. Approval of the agreement would allow for the continued billing of the sanitary sewer fee on behalf of the City.

RECOMMENDATION:

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

1. Approve the Billing Services Agreement with Golden State Water Company to provide for the collection of sanitary sewer fees; and
2. Authorize the Mayor to execute the Billing Services Agreement and Form No. 24 Confidentiality and Non-Disclosure Agreement on behalf of the City, in a form approved by the City Attorney.

DISCUSSION:

On March 1, 2005, the City Council approved the first reading of Ordinance O-2005-04 implementing the sanitary sewer service fee. On March 15, 2005, the City Council entered into an agreement with Golden State Water Company (GSWC), formerly known as Southern California Water Company. The agreement allowed for GSWC to collect the sanitary sewer

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October 4, 2011

service fee on behalf of the City. The sanitary sewer fee is based on water consumption of customers. The rates for the sanitary sewer fee are included as Exhibit "A" to the agreement.

The City of Placentia does not have the capability to collect and process the required data to properly direct bill and collect a sanitary sewer fee from property owners. GSWC currently bills customers for water service and is agreeable to continue providing billing and collection services to customers that contribute into the City's sanitary sewer system.

GSWC currently bills 10,203 customers for water service, so including the City's sanitary sewer fee on the water bill is an appropriate and cost effective way of collecting this fee. City staff will continue to be responsible for customer service concerns related to the sanitary sewer service fee. Staff is recommending that the City Council approve the billing services agreement and execute all necessary documents.

FISCAL IMPACT:

There is no financial impact to the City for the continued billing costs. The billing services charge assessed by GSWC is currently built into the sanitary sewer fee imposed by the City.

Prepared by:



Eddie De La Torre
Management Analyst

Reviewed and approved:



Stephen D. Pischel
Director of Administrative/ Community Services

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Billing Services Agreement
Form No. 24 Confidentiality and Non-Disclosure Agreement

BILLING SERVICES AGREEMENT

This Billing Services Agreement (the “**Agreement**”) is entered into as of this ____ day of _____, 2011 (the “**Effective Date**”), by and between the **City of Placentia**, a municipal corporation (the “**City**”), and **Golden State Water Company**, a California corporation and wholly-owned subsidiary of American States Water Company (the “**Company**”). City and Company are sometimes individually referred to herein as a “**Party**” and together referred to herein as the “**Parties**.”

R E C I T A L S

A. Company provides water utility service within its service area which includes certain properties located within the City boundaries, and bills responsible users for such water utility service (sometimes individually referred to herein as a “**Customer**” and collectively referred to herein as the “**Customers**”).

B. City may impose taxes and/or fees (i) subject to certain exceptions, upon every person in the City using water which is delivered through mains or pipes and (ii) for city sewer fees (together, the “**Taxes and Fees**”).

C. City desires to contract with Company for Company to collect the Taxes and Fees from Customers at the same time and in the same manner as it collects any fees for water utility service supplied by Company.

D. The Parties desire to set forth the terms and conditions under which Company will collect the Taxes and Fees on behalf of City from the Customers and remit the amount collected to City.

A G R E E M E N T

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and specifically incorporating the foregoing recitals as if set forth in full below, the Parties agree as follows:

1. COLLECTION SERVICES

1.1. Collection of Taxes and Fees

1.1.1. Amount of Taxes and Fees

(a) Company shall collect the Taxes and Fees pursuant to the provisions of this Agreement.

(b) The amount of Taxes and Fees, the classification of Customers (if the amount of the Taxes and Fees varies by class of Customer), a list of Customers in each class (if the Taxes and Fees vary by class of Customers), a list of any special fees if any have been adopted, a list of Customers entitled to the special fee or fees, and a list of any Customers entitled to an exemption from the Taxes and Fees, or any part thereof, or

to a special fee of zero (“**Exempt Customers**”), as at the Effective Date, are set forth in Exhibit A to this Agreement.

(c) City shall review Customers on whom Taxes and Fees are imposed to verify their continuing applicability to the Customer. City shall notify Customer and Company of any changes to such Customer’s Taxes and Fees and shall provide an amended Exhibit A incorporating such changes. City shall conduct such review at least once per year.

(d) City may modify the Taxes and Fees from time to time in accordance with applicable law. City shall notify Customers and Company of any new charges and/or other modifications to the Taxes and Fees imposed on it in the manner required by law, if any. City shall promptly notify Company of any changes to the classification, entitlement to a special fee or exempt status of a Customer and/or any additions to or deletions from any classification, special fee or exemption list and shall provide an amended Exhibit A incorporating such changes. All notices and communications shall be in accordance with section 7.12.

(e) Company shall implement any modified Taxes and Fees or change in classification, special fee or exempt status no later than thirty (30) days after its receipt of written notice from City, or at such other later time as City may direct.

(f) All new Customers shall be deemed initially not to be Exempt Customers and not entitled to a special fee until such time as City has notified Company that the Customer is an Exempt Customer or entitled to a special fee.

1.1.2. Billing Period. Company shall bill Customers, other than Exempt Customers, the appropriate Taxes and Fees for utility usage at the same time and in the same manner as it bills Customers for fees for water service supplied by Company (each, a “**Billing Period**”).

1.1.3. Bill Information. Company shall itemize the Taxes and Fees as a separate line item on the bills issued by Company to Customers (other than those for Exempt Customers). The bill shall provide a telephone number for City representatives whom the Customer may call regarding any questions related to the Taxes and Fees itemized on the Customer’s bill.

1.1.4. Customer Disputes. City shall address any Customer disputes regarding the Taxes and Fees and City shall notify Company of any adjustments that are required regarding a Customer’s Taxes and Fees. In the event that City determines that a Customer is entitled to a refund of any part or all of any Taxes and Fees previously collected by Company and remitted to City, Company shall reflect such Customer’s refund as a credit on such Customer’s next bill or bills, as applicable, and Company shall be entitled to deduct the total amount of such refund from the amounts remitted to City under Section 2.2.3.

1.1.5. Representation and Warranties of City. City hereby represents and warrants that as of the Effective Date and as of each date on which notice is given by City to Company pursuant to Section 1.1.1 of any change in the Taxes and Fees, including any

change in Customer classifications, special fees or exemptions, City (i) has the power and authority under all applicable law to adopt the Taxes and Fees, and (ii) has taken all actions and done all things necessary or appropriate to adopt the Taxes and Fees and that the Taxes and Fees have been validly adopted by City in accordance with applicable law and are in full force and effect as of the date Company collects the Taxes and Fees on behalf of City as provided herein.

1.2. Customer Information. For purposes of reporting requirements, Company shall maintain a record for each Customer in accordance with its customary procedures containing the following information (collectively, the “**Customer Information**”):

1.2.1. The name and address of Customer;

1.2.2. The classification of Customer and whether Customer is entitled to a special fee or exemption;

1.2.3. The date on which potable domestic water utility service for such Customer is requested and the date on which services for such Customer ends;

1.2.4. If Company is providing billing services to City for usage-based sewer fees, the amount of water used during each Billing Period by such Customer;

1.2.5. The amount of Taxes and Fees billed by Company to such Customer during each Billing Period;

1.2.6. The amount of Taxes and Fees remitted by Company to City for such Customer for each Billing Period; and

1.2.7. The amount of any credits reflected on the bill of such Customer during each Billing Period.

Not less frequently than once each week, Company shall back up the Customer Information in the Company’s records in accordance with its customary procedures. Company shall maintain such Customer Information in its records for a period of at least three (3) years.

1.3. Reporting. Company shall, but only to the extent permitted by applicable law, provide City with reports as City may reasonably request with respect to the Customer Information maintained by the Company in its records, provided that City compensates Company for the actual cost of the production thereof, including allocated overhead expenses.

1.4. Cooperation of Parties. The Parties agree to do all such things and take all such actions, and to make, execute and deliver such documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. City shall promptly notify Company of any inaccuracies which it believes are contained in the Customer Information. Company shall review such notification, and if in agreement with such reports, correct any inaccuracies in such Customer Information within thirty (30) days after receipt of such notice from the City.

2. **CHARGES/PAYMENTS TO CITY**

2.1. **Fees**

2.1.1. **Set-Up Charges**

(a) City hereby agrees to pay Company the following set-up charges:

(i) An initial set-up charge of **\$0.00** (the “**Initial Set-Up Charge**”); and

(ii) A City rate change charge in the amount of \$990.00 (the “**City Rate Change Charge**”), provided that such rate change does not involve a change in rate structure.

(b) In the event that a City Rate Change Charge involves a change in rate structure, the City Rate Change Charge may be increased to an amount sufficient to reimburse Company for the actual costs of setting up such change in rate structure, including reasonable allocated overhead expenses. Thereafter the City Rate Change Charge for each City rate change based on such changed rate structure shall be in an amount not to exceed the new City Rate Change Charge.

(c) City shall pay to Company the Initial Set-Up Charge and City Rate Change Charge in accordance with Section 2.2.

2.1.2. **Monthly Charges.** City hereby agrees to pay Company the following monthly charges:

(a) A bill rendered charge in the amount of \$0.50 per bill (the “**Bill Rendered Charge**”); and

(b) An allowance for uncollectible accounts (the “**Allowance for Uncollectible Accounts**”) calculated at the rate established in the Company’s current general rate as the rate applicable to Customers for the purposes of recovering the costs of uncollectible accounts, as adjusted pursuant to Section 2.3.2 (the “**GRC Rate**”) times the total amount of Fees billed for the period in each case. Company confirms that the rate specified in Section 2.3.1 is the current GRC Rate as of the Effective Date.

(c) Prior to Company filing a General Rate Case (GRC) with the Public Utilities Commission (every three years), Company may review and update costs components of this agreement and make adjustments based on actual costs. Note: The next GRC filing is scheduled for 2014.

2.2. **Payment Terms**

2.2.1. **Invoices to City.** Company shall render invoices to City for the Initial Set-Up Charge and the City Rate Change Charge which shall be paid by City within

forty-five (45) days of receipt, unless City files a written objection to the charges. Invoices shall be sent to City at the address set forth in Section 2.2.4. In the case of written objection by City, senior representatives of the Parties shall meet and confer promptly upon notice being given by one Party to the other, and make a good faith attempt to settle the matter. Failing that the matter shall be finally settled by arbitration as provided in Section 6.

2.2.2. Payment by City

(a) City shall pay to Company the amount set forth in the invoice rendered by Company to City pursuant to Section 2.2.1 within forty-five (45) days following receipt thereof.

(b) If City fails to pay any amount set forth in Section 2.2.2(a) as provided therein, Company, in addition to any other remedies which it may have hereunder, may offset the amounts owed by City to it hereunder against any amounts which Company is required to transfer to City pursuant to Section 2.2.3.

2.2.3. Transfer of Funds and Other Payments to City. Company shall pay City an amount equal to all the Taxes and Fees billed during any billing period regardless of whether the Company has collected all or any part of the Taxes and Fees, within forty-five (45) days of billing the Taxes and Fees. Company shall deduct the Bill Rendered Charge, the Allowance for Uncollectible Accounts, any refunds due Customers for the applicable Billing Period and any amount that City may owe Company pursuant to Section 1.3 or Section 2.2.2 from the amounts billed by Company and paid to City.

2.2.4. Payment Offices

(a) Payments and invoices to City shall be sent by Company to:

Finance Director
City of Placentia
401 E. Chapman Avenue
Placentia, California 92870

(b) Payments to Company shall be sent by City to:

Accounting Department
Golden State Water Company
630 East Foothill Boulevard
San Dimas, California 91773

2.3. Allowance for Uncollectible Accounts

2.3.1. Initial General Rate Case (GRC) Rate. The initial GRC Rate on the Effective Date is 0.271 percent.

2.3.2. Changes in GRC Rate. The GRC Rate may be adjusted at such time as a new rate is established in a general rate case by decision of the California Public Utilities Commission.

3. TERM

3.1. Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect until terminated by one of the Parties as provided in Section 3.2.

3.2. Termination. City may terminate this Agreement with or without cause upon one hundred twenty (120) days written notice to Company. Company may terminate this Agreement with or without cause upon one hundred twenty (120) days written notice to City.

3.3. Effect of Termination. The termination of this Agreement shall not affect the obligations of either Party to the other incurred under this Agreement prior to the date of termination. The provisions of Articles 4, 5, 6 and 7 shall survive termination of this Agreement.

4. INDEMNIFICATION AND LIABILITY

4.1. Indemnification

4.1.1. Of Company. City shall defend, indemnify and hold free and harmless Company and its officers, employees, agents, representatives and volunteers, from any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of this Agreement, including City's indemnification obligations, and any action relating to or arising from the invalidity of any ordinance with respect to the Taxes and Fees or late charges and/or interest on such Taxes and Fees, except in all cases where, and in proportion to the extent that, such claim, demand, damage, liability, loss, cost, expense, lien or judgment is caused by the errors or omissions of Company's officers, employees, agents, representatives or volunteers. Each of City and Company hereby acknowledges and agrees that Company shall not be responsible for any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out the invalidity of any Taxes and Fees, late charges and/or interest thereon.

4.1.2. Of City. Company shall defend, indemnify and hold harmless City and its officers, employees, agents, representatives and volunteers from any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of this Agreement arising from errors or omissions of Company's officers, employees, agents, representatives or volunteers, except in all cases where, and in proportion to the extent that, such claim, demand, damage, liability, loss, cost, expense, lien or judgment is caused by the errors or omissions of City's officers, employees, agents, representatives or volunteers. Each of City and Company hereby acknowledges and agrees that City shall not be responsible for any claim, demand, damage, liability, loss, cost, expense, lien or judgment for any damage arising out of Company's public utility activities, unless that damage is directly caused by City's breach of this Agreement, in which case the provisions of Section 4.1.1 shall apply.

4.1.3. General Principles

(a) In case of joint or concurring negligence of the Parties (which is proved to the satisfaction of a court), each shall have full right of contribution from the other.

(b) Neither Party shall be indemnified for any matter resulting from its sole gross negligence or willful misconduct.

(c) Nothing contained in Section 4.1 shall be construed or deemed to prevent either Party from defending any action or claim by using all legitimate defenses which it may have, including alleging the negligence, misfeasance, malfeasance or nonfeasance of the other.

(d) The provisions of Section 4.1 shall not relieve any insurer of its obligations to pay any insurance claims in accordance with the provisions of any valid insurance policy.

4.2. Limitations on Liability

4.2.1. Limitation on Damages

(a) Subject to each Party's right to indemnification as provided in Section 4.1, each Party hereby waives any claim, demand or right to reimbursement for consequential, indirect, special, punitive or similar damages arising out of, relating to or resulting from its performance or failure to perform, either directly or indirectly, any of its obligations hereunder. Nothing in this section is intended or shall operate as a waiver of any claim for recovery of any Taxes and Fees, including any delinquent or late charges.

(b) In carrying out any of the provisions of this Agreement or in exercising any authority hereunder, except in the case of fraud, theft, misappropriation of funds, and/or criminal wrongdoing, there shall be no personal liability upon any officer, director or employee of the Company or any official or employee of City.

4.2.2. Responsibility for Refunds. In the event that City agrees, is ordered or is otherwise required to refund all or any portion of any of the Taxes and Fees, it shall be the sole responsibility of City to refund such Taxes and Fees, and Company shall have no liability therefor. Company hereby agrees to assist City upon request in the calculation or verification of such refunds, distributing refunds, providing Customer Information or providing data processing assistance with respect thereto, provided City agrees to reimburse Company for all actual costs which it may incur with respect to providing such assistance, including reasonable allocated overhead expenses, and overtime pay to the extent incurred in connection with providing such assistance.

4.2.3. No Limitation on Legal Rights. Nothing contained in this Article 4 shall be construed or shall be deemed to, in any manner, limit any rights which Company may have under any statute, rule or regulation with respect to the services that Company

is providing to City hereunder, including, without limitation, all rights granted to it under Section 799 of the California Public Utilities Code.

5. CONFIDENTIAL INFORMATION

5.1. Confidential Information. To maintain compliance with California Public Utilities Commission (CPUC) requirements to maintain the confidentiality of specific customer information as described in CPUC Rule 22, Customer Information Sharing, the City shall submit an executed copy of CPUC Form 24, Confidentiality and Non-Disclosure Agreement when they submit the Agreement to the Company.

6. DISPUTE RESOLUTION

6.1. Arbitration. In the case of any dispute between the Parties in relation to this Agreement, senior representatives of the Parties shall meet and confer, promptly upon notice being given by one Party to the other, and make a good faith attempt to settle the matter. Failing resolution, any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in the respective county before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

6.2. Allocation of Fees and Costs. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

7. GENERAL CONDITIONS

7.1. Successors and Assigns. This Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of the Parties and their respective successors and assign, (and any reference in this Agreement to any of them shall include their respective successors and assigns), except that neither Party shall be permitted to assign this Agreement or any interest herein to any person without the prior written consent of the other Party.

7.2. No Joint Venture. Nothing in this Agreement shall be construed as creating a joint venture or partnership between the Parties.

7.3. Further Assurances. Each of the Parties shall execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required to carry out the intent and purposes of this Agreement.

7.4. Headings; Gender. Section headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement. In this Agreement, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural, and vice versa.

7.5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of California and the applicable laws of the United States, without giving effect to conflict of laws. In the event of a dispute with respect to the interpretation of this Agreement, the Parties agree that the courts located in the respective county shall have exclusive jurisdiction and be the exclusive venue for resolution of any dispute resolution or legal proceeding arising from this Agreement.

7.6. Attorney Fees. In the event of any controversy, claim or dispute between the Parties arising out of or relating to this Agreement, including but not limited to a controversy settled by arbitration, the prevailing Party shall be entitled to recover from the losing Party reasonable expenses, attorneys' fees and costs. Any attorneys' fees of the prevailing Party incurred in enforcing any judgment are recoverable as a separate item. This right to recover post-judgment attorneys' fees is intended to be severable from the other provisions of this Agreement, to survive any judgment that may be entered in connection with or arising out of this Agreement, and is not to be deemed merged into any such judgment.

7.7. Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior and contemporaneous oral or written agreements, representations and understandings, if any, relating to the subject matter hereof.

7.8. Amendments; Waivers. This Agreement may be amended only by agreement of the Parties in writing. No waiver of any provision of, nor any consent to any exception to the terms of this Agreement shall be effective, unless in writing and signed by the Party to be bound and then only for the specific purpose, extent and instance so provided. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

7.9. Warranty of Authority. Each person executing this Agreement on behalf of a Party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to so bind.

7.10. No Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties, and nothing in this Agreement, express or implied is intended to or shall confer upon any Person any right, benefit or remedy of any kind whatsoever.

7.11. Interpretation. Both City and Company jointly drafted this Agreement. In the event of an ambiguity in the Agreement, the Agreement shall not be interpreted against either Party solely because of their involvement in said drafting.

7.12. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be conclusively deemed to have been duly provided: (i) seventy-two (72) hours after the writing is deposited in the mail system of the United States Postal Service prepaid for certified mail return receipt requested; or (ii) at 4:59 p.m. PDST on the business day after the writing is deposited with a national overnight delivery service (*e.g.*, Federal Express, DHL Worldwide Express or United Parcel Service), postage prepaid, with next-business-day delivery guaranteed, provided that the sending Party receives a

confirmation of delivery from the delivery service provider. All notices shall be addressed as follows:

City: City Administrator
City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
(714) 993-8117

With a courtesy copy to: City Clerk
City of Placentia
401 E. Chapman Avenue
Placentia, California 92870
(714) 993-8117

Company: Customer Service Center Manager
Golden State Water Company
460 Foothill Boulevard
San Dimas, California 91773
(909) 394-3600

Vice President - Customer Support Services
Golden State Water Company
1920 W. Corporate Way
Anaheim, California 92801
(714) 535-7711

or to such other address or to such other person as either Party shall have last designated by such notice to the other Party.

7.13. Counterparts. This Agreement may be executed in counterparts, each of which, when so executed shall be deemed an original, and by facsimile signature, but all such counterparts together shall constitute but one and the same Agreement, but the Parties agree that the Agreement on file in the office of City's City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

IN WITNESS WHEREOF, the Parties do hereby agree to the foregoing covenants, terms and conditions of this Agreement dated as first set forth above.

City of Cypress

Golden State Water Company

By: _____

By: _____

Name: _____

Name: Roland S. Tanner

Title: City Manager

Vice President, Customer Support
Services

ATTEST:

By: _____

Name: _____

Title: City Clerk

APPROVED AS TO FORM:

By: _____

Name: _____

Title: City Attorney

City of Placentia

Exhibit A

City Sewer Rates

User Class	Sanitary Fee per ccf Unit
Single Family Residential	\$0.35
Multi-family Residential	\$0.39
Commercial	\$0.37
Industrial	\$0.37
Institutional	\$0.25
Government & Public	\$0.35
Low Flow	\$0.16
Ultra Low Flow	\$0.07
Irrigation	\$0.00
Exempt	\$0.00

Form No. 24

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
by and between
GOLDEN STATE WATER COMPANY
And
City of Placentia

This Confidentiality and Non-Disclosure Agreement ("Agreement") is effective upon execution and is entered into between Golden State Water Company, a subsidiary of American States Water Company, primarily located at 630 East Foothill Boulevard in San Dimas, California, 91773, ("Disclosing Party") and the City of Placentia, primarily located at 401 E. Chapman Ave., Placentia, CA 92870 ("Receiving Party").

This Agreement allows Golden State Water Company to release specific customer information to the Receiving Party for the sole purposes of calculating fees such as local taxes, sewer fees, miscellaneous city and county fees and/or for the facilitation of water conservation planning. In consideration of their respective covenants and conditions set forth herein, the parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and/or confidential information ("Confidential Information"), as defined in Section 1 below.

1. Definition of Confidential Information

For purposes of this Agreement, "Confidential Information" shall mean any proprietary and/or confidential information which one party ("Receiving Party") receives from the other party ("Disclosing Party"), or others acting on behalf of a party, either directly or indirectly, in writing, verbally, electronically or by inspection, including without limitation, documents, business or marketing plans or strategies, financial statements, books of accounts, other financial analyses, customer names, lists and/or data, strategic plans, products, services, inventions and innovations, processes, designs, drawings, analyses, compilations, surveys, studies, tests, results, trade secrets and any other proprietary information of the Disclosing Party.

By way of further example and not as a limitation hereof, Confidential Information shall include: (a) the Disclosing Party's records on customer name, service address and consumption data; and (b) all information or material that has or could have commercial value or other utility in the business in which the Disclosing Party is engaged.

2. Use and Disclosure

The Confidential Information disclosed by the Disclosing Party shall be used solely and exclusively by the Receiving Party for the purposes contemplated per this Agreement. The Receiving Party shall keep all Confidential Information received hereunder in the strictest confidence. The Receiving Party further understands and agrees that it will not disclose the Confidential Information disclosed to it hereunder except to its employees, consultants, and agents on a need-to-know basis. In the event an employee, consultant, or agent of the Receiving Party receives Confidential Information, each employee, consultant, or agent shall be subject to the Receiving Party's internal restrictions concerning disclosure of such Confidential Information; and the internal restrictions shall include, but not be limited to, a requirement that each employee, consultant, or agent shall hold all Confidential Information in strict confidence, and provided that such employees, consultants, or agents are under a confidentiality obligation to the Receiving Party at least as protective of the Disclosing Party as set forth in this Agreement. Receiving Party shall not, without prior written approval of Disclosing Party, use for the Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information

These restrictions on disclosure of Confidential Information shall not apply to:

- a. Information which the Receiving Party may be required to disclose by applicable law or regulation, provided that the Receiving Party shall give the Disclosing Party prompt written notice and sufficient opportunity to object to such use or disclosure, or to request confidential treatment of the Confidential Information; or
- b. Information that was in the public domain at the time of this Agreement; or
- c. Information that has entered the public domain through the Disclosing Party or through any third party not being bound to secrecy by the Disclosing Party; or
- d. Information that the Receiving Party had in its possession prior to such disclosures by the Disclosing Party, as evidenced by written records; or
- e. Information that the Receiving Party has acquired from a third party bona fide source other than the Disclosing Party, which third party is not under an obligation with either the Receiving Party or Disclosing Party to maintain the confidentiality of such disclosed information; or
- f. Information that has been independently developed by the Receiving Party.

3 Enforcement

The parties acknowledge that they may be irreparably harmed if a Receiving Party breaches its obligation of confidentiality under this Agreement and such obligation is not specifically enforced, then the Disclosing Party may not have an adequate remedy at law in the event of an actual or threatened violation of any such material obligation hereunder. In the event that any Receiving Party breaches any material obligation under this Agreement, the Disclosing Party shall, in addition to any and all other forms of relief to which it may be entitled, be entitled to seek an injunction restraining any further disclosure or use of Confidential Information.

4. Disclaimer

The Receiving Party's evaluation of the Confidential Information of the Disclosing Party shall be at its own risk.

5. Return of Documents

Upon the request of the Disclosing Party, the Receiving Party shall immediately return all records, notes, and other written, printed, or tangible materials in its possession relating to Confidential Information of the Disclosing Party; provided, however, that the Receiving Party may retain one copy of those documents which Receiving Party is statutorily obligated to retain.

6. Time Periods

The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and the Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as Confidential Information or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement, or until 5 years from the termination of this Agreement, whichever occurs first. However, the 5 year time period does not apply to Confidential Information which, by statute, is to be kept Confidential. Such information shall remain as Confidential Information until the Confidential Information no longer qualifies as Confidential Information or until the Disclosing Party sends the Receiving Party written notice releasing the Receiving Party from this Agreement.

7. Relationships

Nothing contained in this Agreement shall be deemed to constitute either party as a partner, establishing a joint venture, or employee of the other party for any purpose. In addition, this Agreement does not obligate either party to enter into any further agreements.

B. Assignment

This Agreement may not be assigned by any party hereto, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that Disclosing Party may assign this Agreement (i) as incident to the merger, consolidation, reorganization or acquisition of stock affecting actual voting control or of substantially all of the assets of the assigning party or (ii) to a parent, affiliate or subsidiary.

9. Severability

If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best affect the intent of the parties.

10. Integration

This Agreement expresses the complete understanding of the parties with respect to the subject and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except in a writing signed by both parties.

11. Waiver

Any waiver of a particular breach of this Agreement by a party shall not operate as a waiver to any other breach of this Agreement by that party.

12. Multiple Originals

This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears thereon and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as signatories.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as identified and dated below.

“Disclosing Party”

“Receiving Party”

By: Patrick Scanlon

By:

Title: Vice President Operations

Title:

Date:

Date:

Golden State Water Company

City of Placentia



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: ASSISTANT CITY ADMINISTRATOR
DATE: OCTOBER 4, 2011
SUBJECT: **SECOND READING AND ADOPTION OF AN ORDINANCE TRANSFERRING INSPECTION AND ENFORCEMENT RESPONSIBILITY PURSUANT TO THE MOBILEHOME PARKS ACT AND SPECIAL OCCUPANCY PARKS ACT FROM THE CITY OF PLACENTIA TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

FISCAL
IMPACT: NOMINAL SAVINGS IF APPROVED

SUMMARY:

The City Council held a noticed meeting and conducted a First Reading and Introduction of the proposed Ordinance on September 20, 2011. Currently, the City conducts State mandated limited inspection and enforcement under the Mobilehome Parks Act and Special Occupancy Parks Act for the four (4) mobilehome parks located in the City. This action will conduct a second reading and approve an ordinance rescinding past City Council action taking on such responsibility and set forth a timeline in which to transfer all such responsibility back to the State.

RECOMMENDATION:

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

1. Conduct a Second Reading and adopt Ordinance O-2011-___, **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING NOTIFICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE CANCELLATION OF ENFORCEMENT RESPONSIBILITY PURSUANT TO THE CALIFORNIA MOBILEHOME PARKS ACT AND THE CALIFORNIA SPECIAL OCCUPANCY PARKS ACT.**

DISCUSSION:

As discussed during the first reading, the City Council took action on September 19, 1961 to notify the State that the City would assume responsibility for the enforcement of pertinent portions of the State Housing Act (precursor legislation to the Mobilehome Parks Act) related to mobilehomes and mobilehome parks. Since that notification, the City has held enforcement and inspection responsibility for the four (4) mobilehome parks within the City.

While the Mobilehome Parks Act (Act) has been amended from time to time, the intent of the Act and the current enforcement responsibility of the City is to enter and inspect at least five percent (5%) of the parks on an annual basis. Prior to the current responsibility being enacted in 2000, the mobilehome

Transfer of Enforcement and Inspection Responsibility Related to Mobilehome Parks

OCTOBER 4, 2011

Page 2 of 3

parks were to be inspected initially and then possibly once every five to seven years. For Placentia, the current enforcement responsibility requires that one park per year be inspected. The inspection includes the park common facilities, such as lighting, roads, the clubhouse, utilities, and other common facilities for which the park management is responsible, as well as the individual home site spaces, including the outside of the homes and accessory structures for which the homeowner is responsible. The City does not inspect the inside of mobilehomes; that responsibility is currently the domain of HCD.

As stated by an owner representative of one mobilehome park in the City, the adoption of the Ordinance is supported as it provides the ownership certainty in the required inspections and provides the residents the specific expertise offered by the State to conduct the required inspections. Further, adoption of the Ordinance reduces the City's liability and requirements for such inspections since the City does not have the expertise nor resources available in which to make the required inspections. The attached Ordinance sets forth a timeline to transition over all inspections to the State by January 2012.

FISCAL IMPACT:

Minimal savings due to limited revenue generated and increasing expenses related to inspections and enforcement of State law.

Prepared by:

Reviewed and approved:



Kenneth A. Domer
Assistant City Administrator



Troy L. Butzlaff, ICMA-CM
City Administrator

Attachments:

Ordinance O-2011-____

ORDINANCE NO.0-2011-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING NOTIFICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE CANCELATION OF ENFORCEMENT RESPOSIBILITY PURSUANT TO THE CALIFORNIA MOBILEHOME PARKS ACT AND THE CALIFORNIA SPECIAL OCCUPANCY PARKS ACT.

City Attorney's Summary

This Ordinance directs City staff to notify the California Department of Housing and Community Development of the City of Placentia's intent to cancel assumption responsibility for enforcement of the California Mobilehome Parks Act and the California Special Occupancy Parks Act. This Ordinance shall return responsibility for inspections and enforcement to the California Department of Housing and Community Development.

A. Recitals.

(i). Heretofore, the City of Placentia assumed responsibility for inspections, enforcement and related obligations pertaining to mobilehome parks within the community.

(ii). The City Council has determined that inspection, enforcement and related obligations pertaining to mobilehome parks within the community can be better administered by the State agency designated for such purposes.

(iii). All legal prerequisites to the adoption of this Ordinance have occurred.

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. Pursuant to §§ 18300(e) and 18865(e) of the California Health and Safety Code and § 1006 of the California Code of Regulations, Title 25, Division 1, Chapter 2, the City of Placentia does hereby provide notification to the California Department of Housing and Community Development of its intent to cancel its assumption of responsibility for enforcement of the Mobilehome Parks Act (California Health and Safety Code § 18200, *et seq.*) and the Special Occupancy Parks Act (California Health and Safety Code § 18860, *et seq.*).

Section 3. The Mayor hereby is authorized and directed to sign this written notice of cancellation on behalf of the City of Placentia.

Section 4. The City Clerk hereby is authorized and directed to transmit a certified copy of this Ordinance to the administrative office of the Department of Housing and Community Development, Mobilehome Parks Program.

Section 5. Provided the applicable provisions for cancellation of responsibility, contained in the Mobilehome Parks Act and the Special Occupancy Parks Act have been met, this Ordinance shall become effective no sooner than 90 days after receipt by the Department of Housing and Community Development.

Section 6. 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 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 as set forth herein.

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