



**Regular Meeting Agenda**  
**December 6, 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**  
**401 E Chapman Avenue**  
**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](http://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**

**December 6, 2011**

**5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**ORAL COMMUNICATIONS:**

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

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

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
  - a. City of Placentia vs. Woodruff, Spradlin & Smart, Orange County Superior Court Case No. 30-2010-00367949
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – Two (2) Items
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – Two (2) Items
4. Pursuant to Government Code Section 54957 for Public Employee Performance Evaluation
  - a. Chief of Police
5. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
  - a. Property: 1280 N Kraemer Blvd. APN 340-034-20  
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Property Negotiator: Don Huennekens, HQT Homes  
Under Negotiations: Price and Terms of Payment
  - b. Property: 2.455 acre vacant parcel located south of Blankenship Drive, APN 341-501-66  
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Property Negotiator: Eric Pfahler, Shapell Homes

Under Negotiations: Price and Terms of Payment

- c. Property: 166 La Jolla Street, APN 344-24-103  
City Negotiator: Troy L. Butzlaff  
Negotiating Parties: Karagines Family Trust and Dennis Sigalos Trust  
Under Negotiations: Price and Terms of Payment
- d. Property: 132 E. Crowther, APN 339-09-108  
City Negotiator: Troy L. Butzlaff, City Administrator/Executive Director  
Negotiating Parties: David G Lucero, American Legion Post 277  
Under Negotiations: Sublease Terms and Conditions

**RDA:** None

**ICDA:** None

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

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
December 6, 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:** Kenneth Milhander, Police Chaplain

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:** None

**REORGANIZATION OF THE CITY COUNCIL**

- a. City Clerk calls for the selection of Mayor of the City of Placentia
- b. Mayor calls for the selection of Mayor Pro Tem of the City of Placentia
- c. Recognition of Mayor Scott W. Nelson
- d. Comments by Incoming Mayor and Mayor Pro Tem
- e. Oral Communications

***RECESS - RECEPTION RECOGNIZING CITY COUNCIL REORGANIZATION***

**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.h.):**

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 City Council Meeting – November 15, 2011**  
Recommended Action: Approve
- c. **City Fiscal Year 2011-12 Warrant Register for November 16, 2011 Through December 6, 2011**  
Financial Impact: \$630,262.47  
Recommended Action: Approve
- d. **Agency Fiscal Year 2011-12 Warrant Register for November 16, 2011 Through December 6, 2011**  
Financial Impact: \$90.00  
Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

- e. **Resolution Approving Investment Policy for 2012**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Adopt Resolution No. R-2011-57, a Resolution of the City Council of the City of Placentia, California, acknowledging the receipt and filing of the Annual Statement of Investment Policy for calendar year 2012
  - 2) Receive and file the Investment Policy for calendar year 2012
- f. **M2 Expenditure Report for Fiscal Year 2010-11**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:
  - 1) Adopt Resolution No. R-2011-58, a Resolution of the City Council of the City of Placentia, California, to receive and file the M2 Expenditure Report for Fiscal Year 2010-11
- g. **Approve Cooperative Agreement C-1-3024 Between the Orange County Transportation Authority and the City Of Placentia for the Tustin Avenue/Rose Drive Regional Traffic Signal Synchronization Project**  
Financial Impact: Expense: \$20,000 Local Match  
Offsetting Revenue: Air Quality Management District (AB 2766 Funds)  
Recommended Action: It is recommended that the City Council:
  - 1) Approve the attached Cooperative Agreement C-1-3024 between the City of Placentia and the Orange County Transportation Authority for the implementation of the Tustin Avenue/Rose Drive Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Project (Project P)
  - 2) Authorize the Mayor to execute the Cooperative Agreement on behalf of the City
  - 3) Adopt Resolution No. R-2011-59, 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 \$20,000.00 in compliance with

City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures

**h. Adoption of Resolution Requesting Waiver of 960 Hour Limit for Chief of Police Rick Hicks**

Financial Impact: \$ Savings of \$49,836 through June 30,2012

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-60, a Resolution of the City Council of the City of Placentia, California, requesting the Board of Administration of the California Public Employee' Retirement System (CalPERS) for the appointment of the Chief of Police, Rick Hicks to exceed 960 hours during the 2011-12 Fiscal Year
- 2) Authorize Director of Administrative Services/Community Services to file the certified resolution with the PERS Board of Administration

**AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/AGENCY/ICDA:** None

**COUNCIL:**

**a. Approval of Use Permit (UP) 2011-12, Permitting the Operation of a Service Station at 102 E. Yorba Linda Boulevard in the Town Center (T-C) District**

Financial Impact: Not applicable

Recommended Action: It is recommended that the City Council:

- 1) Based on the applicants request, direct Staff to reschedule a Public Hearing, if applicable, when requested by the owner/applicant

**AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

**COUNCIL/AGENCY/ICDA OLD BUSINESS:** None

**COUNCIL OLD BUSINESS:**

**a. Award of Contract for Banking Services**

Financial Impact: Expense: \$17,760.00

Budgeted: \$40,000.00 Account No. 101003-6040

Recommended Action: It is recommended that the City Council:

- 1) Approve a contract with Bank of America for a period of three (3) years, with an option to extend the contract for an additional three (3) one year terms
- 2) Authorize the City Administrator to sign the professional services agreement, in a form acceptable to the City Attorney

**AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

**COUNCIL/AGENCY/ICDA NEW BUSINESS:** None

**COUNCIL NEW BUSINESS:**

**a. Award of Contract to Baker Nowicki Design Studio for Architectural Services Related to the Downtown Parking Structure**

Financial Impact: Expense: Phase I -- \$49,318 Total Contract -- \$328,786 (Account #333552-6015) Revenue: \$300,000 Gas Tax Bond Proceeds and \$28,786 Community Facilities District

Recommended Action: It is recommended that the City Council:

- 1) Award a contract to Baker Nowicki Design Studio for Architectural Services related to the design and preparation of construction documents for the downtown parking structure
- 2) Authorize staff to issue the design firm a Notice to Proceed for Phase I (Schematic Design) of the Project in an amount not to exceed \$49,318
- 3) Direct staff to obtain City Council approval prior to commencing the next phase of the Project
- 4) Authorize the City Administrator to execute all documents necessary to effectuate this action

**b. First Reading of City Council Ordinance Amending Chapter 1.12 of the Placentia Municipal Code Relating to Use of the City Seal, Emblems and Logos**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, read by title only, and introduce for first reading, Ordinance No. 0-2011-12, an Ordinance of the City Council of the City of Placentia, California, amending chapter 1.12 of the Placentia Municipal Code relating to use of the City Seal, Emblems and Logos

**c. Adoption of City Council Resolution Approving and Adopting the Revised City of Placentia Policy No. 534 Pertaining to Employment Eligibility Verification**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-61, a Resolution of the City Council of the City of Placentia approving and adopting a revised policy and procedure for employment eligibility verification

**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 December 20, 2011.

**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 December 6, 2011, meetings of the City Council, Redevelopment Agency, and Industrial Commercial Development Authority was posted on December 1, 2011.

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Tania Moreno, Deputy City Clerk

**PLACENTIA CITY COUNCIL  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION**

**November 15, 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 5:36 p.m.

**ROLL CALL:**

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

**ABSENT:** None

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – Two (2) Items
  - a. Mega Lighting, Inc./Norris-Repke v. City of Placentia, Orange County Superior Court No. 30-2010-00385719
  - b. City of Placentia vs. Woodruff, Spradlin & Smart, Orange County Superior Court Case No. 30-2010-00367949
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 – Three (3) Items
4. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
  - a. Property: 1280 N Kraemer Blvd. APN 340-034-20  
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Property Negotiator: Don Huennekens, HQT Homes  
Under Negotiations: Price and Terms of Payment
  - b. Property: 2.455 acre vacant parcel located south of Blankenship Drive, APN 341-501-66  
Agency Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Property Negotiator: Eric Pfahler, Shapell Homes  
Under Negotiations: Price and Terms of Payment
  - c. Property: 2301 North Kraemer Blvd., Placentia, CA 92870 APN: 336-30-101, 336-30-105, 336-54-111  
City Negotiator: Troy Butzlaff, City Administrator/Executive Director  
Negotiating Party: Mark Denny, Director Orange County Parks  
Under Negotiations: Price and Terms of Payment
  - d. Property: 166 La Jolla Street, APN 344-24-103  
City Negotiator: Troy L. Butzlaff  
Negotiating Parties: Karagines Family Trust and Dennis Sigalos Trust

Under Negotiations: Price and Terms of Payment

**RDA:** None

**ICDA:** None

**RECESS:** The City Council/Redevelopment Agency/ICDA recessed to the Regular Meeting at 7:10 p.m.

**CALL TO ORDER:**

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

ABSENT: None

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Agency Counsel, Andrew Arczynski; Assistant City Administrator, Ken Domer; Director of Administrative and Community Services, Steve Pischel; Public Works Director, Steve Drinovsky; Finance Director, Karen Ogawa; Police Chief, Rick Hicks; Deputy Chief of Police, Ward Smith; Management Analyst, Eddie De La Torre; Deputy Director of Community Services, Jon Nicks; Finance Services Manager, Mike Nguyen; City Clerk Specialist, Kelliagh Brown

**INVOCATION:** Gary Drabek, Police Chaplain

**PLEDGE OF ALLEGIANCE:** Councilmember Underhill

**PRESENTATIONS:**

- a. Proclamation Designating the Month of November, 2011, Pancreatic Cancer Awareness Month in Placentia, California  
Presenter: Mayor Nelson
- b. Donation by the Chamber of Commerce to El Dorado High School and Valencia High School Bands  
Recipients: Eric Samson, El Dorado High School Band Director and Richard King, Valencia High School Band Director  
Presenter: Mayor Nelson and Rosalina Davis, Chamber of Commerce President

**EXECUTIVE SESSION REPORT:**

City Attorney/Agency Counsel Arczynski reported the Council/Agency met in Executive Session to discuss the items listed on the agenda. He noted the lawsuits with Mega Way Enterprises and Norris Repke Inc. are settled and settlement agreements have been completed. He reported that \$100,000 was deposited into the City Treasury. He noted there were no other reportable actions from Executive Session that evening.

**CITY ADMINISTRATOR REPORT:**

City Administrator Butzlaff announced that City Hall will be closed Wednesday, November 23 and Thursday, November 24 due to the Holiday. Mayor, City Council, and he recognized employees Deputy Chief of Police Ward Smith for 30 years of service and Director of Administrative and Community Services Steve Pischel for his 25 years of service to Placentia.

**ORAL COMMUNICATIONS:**

Terry Monson, resident, expressed her concerns regarding the Placentia Rotary Club Cowabunga Crab Fest Fundraiser proposed for Kraemer Park.

Bill Zavala, resident, announced the Las Posadas and Tamale Festival that will be held on Wednesday, December 7, 2011 from 4 p.m. to 9 p.m.

Meredeth Castillo, resident, expressed his concerns of the regarding the progress of the street trees and sidewalks assessment.

Jeff Buchanan, resident, expressed his concerns regarding the sidewalk assessment and provided documents to Police Chief Hicks regarding bike licensing.

Greg Sowards, District Liaison for Supervisor Shawn Nelson's Office, thanked City Council for joining them for the Veterans Day Event and thanked the City helping with the event. He also expressed his support for the Placentia Rotary Club Cowabunga Crab Fest Fundraiser.

Mr. Vanripe, City of Fullerton resident, expressed his concerns regarding the Placentia Rotary Club Cowabunga Crab Fest Fundraiser.

### **CITY COUNCIL/BOARD MEMBERS COMMENTS AND REPORTS:**

Councilmember Aguirre commented and reported as follows: He thanked everyone involved in the Veterans Day Events, announced the Las Posadas and Tamale Festival, and wished everyone Happy Thanksgiving.

Mayor Pro Tem Yamaguchi commented and reported as follows: He attended the Ground Breaking event for OC Bridges project. He attended the memorial service for former City Administrator Edwin T. Powell and thanked all involved for in putting on the prayer breakfast. He thanked all involved in both Veterans Day events.

Councilmember Underhill commented and reported as follows: She acknowledged the Veterans Day events and announced an American Legion Post 277 Thanksgiving event for military families. She wished everyone Happy Thanksgiving.

Councilmember Wanke commented and reported as follows: He attended the Orange County Vector Control meeting, a Waste Management meeting, and a mixer with the Chamber of Commerce at Extreme Recycling.

Mayor Nelson commented and reported as follows: He acknowledged the Veterans Day events and thanked all involved. He attended the OC Bridges groundbreaking ceremony. He invited Suzanne Wolf to comment on the recent CERT Program. He addressed Meredith Castillo, Mr. Vanripe, and Jeff Buchanan's concerns. He addressed the issue about alcohol consumption in the park. He noted that City Administrator Butzlaff and he met with the California Public Utility Commission in Sacramento.

City Administrator Butzlaff addressed issues regarding water rate increases.

#### **1. CONSENT CALENDAR (Items 1.a. through 1.m.):**

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, to approve Consent Calendar Item Nos. 1.a. through 1.m. Mayor Pro Tem Yamaguchi abstained on Warrant Register number 6039 and 5988 and removed item 1.m. for separate discussion. Councilmember Wanke removed items 1.j. and 1.l. for separate discussion.

#### **COUNCIL/AGENCY/ICDA CONSENT CALENDAR:**

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

Financial Impact: None  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**

- b. **Minutes**  
**City Council/RDA/ICDA Regular City Council Meeting – October 18, 2011**  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**
- c. **City Fiscal Year 2011-12 Warrant Register for October 19, 2011 Through November 15, 2011**  
Financial Impact: \$1,279,454.30  
Recommended Action: Approve  
**(APPROVED 5 – 0, Mayor Pro Tem Yamaguchi abstained from warrant numbers 6039 and 5988)**
- d. **Agency Fiscal Year 2011-12 Warrant Register for October 19, 2011 Through November 15, 2011**  
Financial Impact: \$2,181.01  
Recommended Action: Approve  
**(APPROVED 5 – 0, as recommended)**

**COUNCIL CONSENT CALENDAR:**

- e. **Approval of a Resolution Expressing Support for the Groundwater Replenishment System Initial Expansion**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Adopt Resolution No. R-2011-50, a Resolution of the City Council of the City of Placentia, California, expressing support for the Groundwater Replenishment System Initial Expansion  
**(APPROVED 5 – 0, as recommended)**
- f. **Approval of a Resolution Expressing Support for the Prado Basin, CA Feasibility Study**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Adopt Resolution No. R-2011-51, a Resolution of the City Council of the City of Placentia, California, expressing support for the Prado Basin, CA Feasibility Study  
**(APPROVED 5 – 0, as recommended)**
- g. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society Special Event Scheduled for December 4, 2011**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Adopt Resolution No. R-2011-52, a Resolution of the City Council of the City of Placentia, California, authorizing temporary suspension of Regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society special event scheduled for December 4, 2011  
**(APPROVED 5 – 0, as recommended)**

h. **Approval of Resolution Authorizing Temporary Suspension of Regulatory Ordinances Pertaining to the Operation of the Las Posadas and Tamale Festival Scheduled for Wednesday, December 7, 2011**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-53, a Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of Regulatory Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Las Posadas and Tamale Festival on December 7, 2011 on the 100 and 200 block of Santa Fe Avenue and the 200 block of Bradford Avenue

**(APPROVED 5 – 0, as recommended)**

i. **Approval of Placentia Rotary Club Cowabunga Crab Fest Fundraiser at Kraemer Memorial Park Saturday, June 9, 2012**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Provide preliminary approval for the Placentia Rotary Club to hold the Cowabunga Crab Fest at Kraemer Memorial Park on Saturday, June 9, 2012 contingent upon the Rotary Club continuing to work with City Staff to obtain all appropriate permits, insurance, and follow all City regulations for the event

**(APPROVED 5 – 0, as recommended)**

j. **Acceptance of Construction Work to Korston Construction Inc. for the Civic Center Restroom and Flooring Renovation Project**

Financial Impact: Expense: \$145,733.79

Offsetting Revenue: \$145,733.79 CDBG & CFD Funds

Budgeted: \$144,900.00 (Account No. 333554-6185 J/L 6106640133-6185)

Unbudgeted: \$833.79 CFD Funds

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2011-54, 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 \$833.79 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures
- 2) Approve a Contract Change Order to Korston Construction, Inc. in an amount not to exceed \$833.79, for said project
- 3) Accept the contract work by Korston Construction, Inc. for renovation of the Civic Center Restroom and Flooring Renovation Project in the total amount of \$145,733.79
- 4) Authorize the City Administrator or designee to file a Notice of Completion with the Office of the Orange County Clerk-Recorder for the Project
- 5) Authorize the City Administrator or designee to release the retention in accordance with the terms of the contract

**(APPROVED 5 – 0, as recommended)**

Councilmember Wanke noted that a copy of the change order was not included in the agenda packet. He requested to place a baby-changing table in both the women's and men's bathrooms and to address the partition door issues.

Deputy Director of Community Services, Jon Nicks addressed Councilmember Wanke's

concerns regarding Item 1.j. and noted they will look into the option of installing baby-changing tables.

Discussion ensued among City Council and Staff.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (5 – 0) to adopt Resolution No. R-2011-54, 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 \$833.79 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; to approve a Contract Change Order to Korston Construction, Inc. in an amount not to exceed \$833.79, for said project; to accept the contracts work by Korston Construction, Inc. for renovation of the Civic Center Restroom and Flooring Renovation Project in the total amount of \$145,733.79; to authorize the City Administrator or designee to file a Notice of Completion with the Office of the Orange County Clerk-Recorder for the Project; and to authorize the City Administrator or designee to release the retention in accordance with the terms of the contract

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

- k. **Earthquake Insurance for Specified City Facilities**  
Financial Impact: Expense: Not to exceed \$39,000.00  
 Budgeted: Account No. 404582-6201  
Recommended Action: It is recommended that the City Council:
  - 1) Adopt Resolution No. R-2011-55, a Resolution of the City Council of the City of Placentia, California, approving the purchase of Earthquake Insurance for specified City facilities from Alliant Insurance Services in an amount not-to-exceed \$39,000.00 for Policy Year 2011-2012
  - 2) Authorize the City Administrator to execute all documents necessary to effectuate insurance coverage**(APPROVED 5 – 0, as recommended)**
  
- l. **Approve One Year Extension with Willdan Engineering for As-Needed Engineering and Traffic Engineering Services**  
Financial Impact: Expense: \$6,720 per month for as-needed City Engineering Services, \$4,480 per month for Traffic Engineering Services  
 Offsetting Revenue: Engineering Deposits  
 Budgeted: As-needed Engineering – 20% 103550-6015, 80% 484356-6015, Traffic Engineering – 100% 103550-6015  
Recommended Action: It is recommended that the City Council:
  - 1) Approve a one-year contract extension with Willdan Engineering for as-needed engineering and traffic engineering services
  - 2) Authorize the City Administrator to execute a subject Amendment on behalf of the City in a form approved by the City Attorney**(APPROVED 5 – 0, as recommended)**

Councilmember Wanke expressed his concerns regarding item 1.l.

Discussion ensued among City Council and Staff.

A motion was made by Councilmember Wanke, seconded by Mayor Pro Tem Yamaguchi, and carried (5 – 0) to approve a one-year contract extension with Willdan Engineering for as-needed engineering and traffic engineering services and authorize the City Administrator

to execute a subject Amendment on behalf of the City in a form approved by the City Attorney.

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

- m. **January Through June 2011 City Treasurer's Reports**  
Financial Impact: None  
Recommended Action: It is recommended that the City Council:  
1) Receive and file the January – June 2011 Treasurer's Reports  
**(APPROVED 5 – 0, as recommended)**

Discussion ensued among City Council and Staff.

Mayor Pro Tem Yamaguchi requested City Treasurer Green to come forward to answer questions regarding item 1.m.

City Treasurer Green answered questions and provided information on timing of the reports.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, and carried (5 – 0) to receive and file the January – June 2011 Treasurer Report.

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

**AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/AGENCY/ICDA:** None

**COUNCIL:** None

**AGENCY:**

- a. **Approval of Use Permit (UP) 2011-12, Permitting the Operation of a Service Station at 102 E. Yorba Linda Boulevard in the Town Center (T-C) District**  
Financial Impact: Not applicable  
Recommended Action: It is recommended that the City Council:  
1) Open the hearing, receive public testimony, close public hearing  
2) Adopt Resolution No. R-2011-56, a Resolution of the City Council of the City of Placentia, California, approving Use Permit No. 2011-12 permitting the operation of a service station at 102 E. Yorba Linda Boulevard in the Town Center (T-C) District and making findings in support thereof  
3) Approve Use Permit (UP) 2011-12 and its attached corresponding Special Conditions of Approval set forth in Attachment B  
**(Item continued)**

The public hearing was opened at 8:23 p.m. and the item was continued to the next City Council meeting.

City Attorney requested that an email regarding item 2.a. be placed in file.

A motion was made by Councilmember Aguirre, seconded by Mayor Pro Tem Yamaguchi, and carried (5 - 0) to continue item to the next City Council meeting.

AYES: Aguirre, Underhill, Wanke, Yamaguchi, Nelson  
NOES: 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. **Appointments to Fill Vacancies on the Veterans Advisory Committee**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Entertain nominations and make necessary appointments to fill two (2) positions on the Veterans Advisory Committee
- 2) Maintain the Veterans Advisory Committee recruitment open until filled

**(APPROVED 5 - 0, as recommended)**

City Administrator Butzlaff provided a brief introduction on item 4.a.

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Aguirre, was carried (5 - 0) to nominate Fabian Fragiao and Ronald Culler to the Veterans Advisory Committee and directed Staff to maintain the Veterans Advisory Committee recruitment open until filled.

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

b. **Award of Contract for Banking Services**

Financial Impact: Expense: \$17,760.00

Budgeted: \$40,000.00 Account Number 101003-6040

Recommended Action: It is recommended that the City Council:

- 1) Approve a contract with Bank of America for a period of three (3) years, with an option to extend the contract for an additional three (3) one-year terms
- 2) Authorize the City Administrator to sign the professional services agreement, in a form acceptable to the City Attorney

**(Item continued)**

City Administrator Butzlaff introduced Director of Finance Ogawa who introduced City Treasurer Green who provided a report on item 4.b.

Discussion ensued among Staff and Council.

A motion was made by Councilmember Wanke, seconded by Councilmember Aguirre, was carried (5 - 0) to continue item 4.b. to the next City Council meeting.

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

**c. Reapproval of City Council Appointments to Various Intergovernmental Agencies and Boards**

Financial Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Reaffirm appointments to the Orange County Fire Authority Board of Directors, Orange County Sanitation District, Orange County Vector Control District Board of Trustees, and Southern California Association of Governments. Reaffirm delegates and alternates to these intergovernmental agencies, as applicable, for the remainder of the year using this method.

**(APPROVED 5 – 0, as recommended)**

City Attorney Arczynski provided a brief introduction on item 4.c.

Discussion ensued among Staff and Council.

**Orange County Fire Authority Delegate:**

A motion was made by Mayor Nelson, seconded by Councilmember Wanke, was carried (4 - 0 - 1) to reaffirm appointment of Mayor Pro Tem Yamaguchi to the Orange County Fire Authority Board of Directors

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

**Orange County Fire Authority Alternate:**

A motion was made by Councilmember Aguirre, seconded by Mayor Pro Tem Yamaguchi, was carried (4 - 0 - 1) to reaffirm appointment of Councilmember Wanke to the Orange County Fire Authority Board of Directors.

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

**Orange County Sanitation District Delegate:**

A motion was made by Mayor Pro Tem Yamaguchi, seconded by Councilmember Wanke, was carried (4 - 0 - 1) to reaffirm appointment of Councilmember Underhill to the Orange County Sanitation District.

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

**Orange County Sanitation District Alternate:**

A motion was made by Councilmember Wanke, seconded by Councilmember Aguirre, was carried (4 - 0 - 1) to reaffirm appointment of Mayor Nelson to the Orange County Sanitation District.

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

**Orange County Vector Control Delegate: (No alternate needed)**

A motion was made by Mayor Nelson, seconded by Mayor Pro Tem Yamaguchi, was carried (4 - 0 - 1) to reaffirm appointment Councilmember Wanke of to the Orange County Vector Control District Board of Trustees.

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

**Southern California Association of Governments Delegate:**

A motion was made by Councilmember Aguirre, seconded by Councilmember Underhill, was carried (4 - 0 - 1) to reaffirm appointment of Mayor Nelson to the Southern California Association of Governments.

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

**Southern California Association of Governments Alternate:**

A motion was made by Mayor Nelson, seconded by Mayor Pro Tem Yamaguchi, was carried (4 - 0 - 1) to reaffirm appointment of Councilmember Aguirre to the Southern California Association of Governments.

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

**AGENCY NEW BUSINESS:** None

**ICDA NEW BUSINESS:** None

**ADJOURNMENT:**

The City Council/Redevelopment Agency/ICDA Board of Directors adjourned at 9:00 p.m. to a regular meeting on December 6, 2011.

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PATRICK J. MELIA, CITY CLERK/AGENCY SECRETARY

ATTEST:

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SCOTT W. NELSON, MAYOR/AGENCY CHAIR

City of Placentia  
Warrant Register

For 12/6/2011

Type Vendor Name/ID Description Account/Description Batch ID Amount Invoice# PO # Check # Check Date

Grand Total: 630,262.47

Warrant Totals by ID	
AP	561,008.45
EP	69,254.02
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	266,428.02
225-Asset Seizure	2,450.53
260-Street Lighting District	31,352.72
265-Landscape Maintenance	842.11
275-Sewer Maintenance	21,118.68
280-Misc Grants Fund	367.05
401-City Capital Projects	137,956.71
501-Refuse Administration	914.08
601-Employee Health & Welfare	73,136.06
605-Risk Management	6,054.77
615-Information Technology	27,814.02
620-Citywide Services	55,476.51
701-Special Deposits	6,351.21

Void Total: 0.00  
Warrant Total: 630,262.47

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

Warrant Total: 630,262.47

1c

December 6, 2011

**City of Placentia  
Warrant Register  
For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ACOSTA, JOAQUIN E000017	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002878	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	ALDWIR, MAMOUN E000113	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,162.41	DECEMBER 11		00002879	12/01/2011
		<b>Vendor Total:</b>			<b>1,162.41</b>				
EP	ANDERSON, MARLA E000071	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	882.00	DECEMBER 11		00002880	12/01/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
EP	ARMSTRONG, JOHN T E000046	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,084.00	DECEMBER 11		00002881	12/01/2011
		<b>Vendor Total:</b>			<b>1,084.00</b>				
EP	BABCOCK, CHARLES A E000015	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	393.00	DECEMBER 11		00002882	12/01/2011
		<b>Vendor Total:</b>			<b>393.00</b>				
EP	BEALS, SHARLENE E000076	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002883	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	BONESCHANS, DENNIS E000020	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002884	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	BUNNELL, DONALD E000062	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	624.00	DECEMBER 11		00002885	12/01/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	BURGNER, ARTHUR E000074	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	624.00	DECEMBER 11		00002886	12/01/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	CHANDLER, JOHN P E000109	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	830.00	DECEMBER 11		00002887	12/01/2011
		<b>Vendor Total:</b>			<b>830.00</b>				

**City of Placentia**  
**Warrant Register**  
**For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	CHANG, ROBERT E000107	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	830.00 1,178.00	DECEMBER 11		00002888	12/01/2011
EP	CHRISTIAN, SHIRLEY E000012	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	1,178.00 882.00	DECEMBER 11		00002889	12/01/2011
EP	COBBETT, GEOFFREY E000007	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	882.00 753.00	DECEMBER 11		00002890	12/01/2011
EP	COOK, ARLENE M E000018	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	753.00 624.00	DECEMBER 11		00002891	12/01/2011
EP	D'AMATO, ROBERT E000056	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	624.00 882.00	DECEMBER 11		00002892	12/01/2011
EP	DAVID, PRESTON E000112	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	882.00 869.24	DECEMBER 11		00002893	12/01/2011
EP	DAVIS, CAROLYN E000005	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	869.24 624.00	DECEMBER 11		00002894	12/01/2011
EP	DELOS SANTOS, JAMIE E000045	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	624.00 882.00	DECEMBER 11		00002895	12/01/2011
EP	DICKSON, ROBERTA JO E000011	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	882.00 258.00	DECEMBER 11		00002896	12/01/2011
EP	DOWNEY, CAROL	DEC MEDICAL REIMBURSEMENT	395083-5161	<b>Vendor Total:</b> R1128A	258.00 624.00	DECEMBER 11		00002897	12/01/2011

**City of Placentia  
Warrant Register  
For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000082		Health Insurance Premiums						
EP	DURNIL, RODNEY E000036	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	624.00 869.24	DECEMBER 11		00002898	12/01/2011
EP	ECKENRODE, NORMAN E000029	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	869.24 624.00	DECEMBER 11		00002899	12/01/2011
EP	ELSTRO, ANN M E000027	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	624.00 624.00	DECEMBER 11		00002900	12/01/2011
EP	ESCOBOSA, LILLIAN E000055	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	624.00 624.00	DECEMBER 11		00002901	12/01/2011
EP	ESPINOZA, ROSALINDA E000016	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	624.00 387.00	DECEMBER 11		00002902	12/01/2011
EP	FIGUEROA, DANIEL E000057	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	387.00 380.62	DECEMBER 11		00002903	12/01/2011
EP	FISCHER, HAROLD A E000023	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	380.62 624.00	DECEMBER 11		00002904	12/01/2011
EP	FRICKE, JUERGEN E000075	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	624.00 684.00	DECEMBER 11		00002905	12/01/2011
EP	FULLER, GLENN H E000081	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	684.00 789.00	DECEMBER 11		00002906	12/01/2011
				Vendor Total:	789.00				

**City of Placentia  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	GALLANT, KAREN E000008	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	882.00	DECEMBER 11		00002907	12/01/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
EP	GARNER, JO ANN E000047	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	624.00	DECEMBER 11		00002908	12/01/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	GARNER, KITTY E000080	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	882.00	DECEMBER 11		00002909	12/01/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
EP	GOMEZ, DANIEL E000049	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	753.00	DECEMBER 11		00002910	12/01/2011
		<b>Vendor Total:</b>			<b>753.00</b>				
EP	GRIMM, DENNIS L E000042	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	398.00	DECEMBER 11		00002911	12/01/2011
		<b>Vendor Total:</b>			<b>398.00</b>				
EP	HOCH, ELEANOR M E000078	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002912	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 11/12/11 PD DATE 11/18/11	0048-2170 Deferred Comp Payable - ICMA	PY11023	99.25	2995/1101023		00002877	11/18/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 11/12/11 PD DATE 11/18/11	0043-2170 Deferred Comp Payable - ICMA	PY11023	50.00	2995/1101023		00002877	11/18/2011
		<b>Vendor Total:</b>			<b>103.50</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 11/12/11 PD DATE 11/18/11	0037-2170 Deferred Comp Payable - ICMA	PY11023	59.50	2995/1101023		00002877	11/18/2011
		<b>Vendor Total:</b>			<b>6.577.59</b>				
EP	ICMA RETIREMENT TRUST V000496	P/E 11/12/11 PD DATE 11/18/11	0029-2170 Deferred Comp Payable - ICMA	PY11023	6.577.59	2995/1101023		00002877	11/18/2011
		<b>Vendor Total:</b>			<b>6,889.84</b>				
EP	IRVINE, SUZETTE	DEC MEDICAL REIMBURSEMENT	395083-5161	R1128A	753.00	DECEMBER 11		00002913	12/01/2011

**City of Placentia**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000019		Health Insurance Premiums						
EP	JENKINS, ROBERT E000084	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	753.00 789.00	DECEMBER 11		00002914	12/01/2011
EP	JOHNSON, SHARON E000099	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	789.00 624.00	DECEMBER 11		00002915	12/01/2011
EP	JONES, ROBERT E000053	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	624.00 229.88	DECEMBER 11		00002916	12/01/2011
EP	JUDD, TERRELL E000115	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	229.88 1,162.41	DECEMBER 11		00002917	12/01/2011
EP	KIRKLAND, RICHARD L E000110	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	1,162.41 387.00	DECEMBER 11		00002918	12/01/2011
EP	LABORDE, JOHN G E000039	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	387.00 624.00	DECEMBER 11		00002919	12/01/2011
EP	LITTLE, DIANE M E000098	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	624.00 398.00	DECEMBER 11		00002920	12/01/2011
EP	LOWREY, B.J E000041	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	398.00 283.00	DECEMBER 11		00002921	12/01/2011
EP	MAERTZWEILER, MICHAEL JAN E000032	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	283.00 624.00	DECEMBER 11		00002922	12/01/2011
				<b>Vendor Total:</b>	<b>624.00</b>				

**City of Placentia**  
**Warrant Register**  
**For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	MANNING, VEDA M E000063	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002923	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	MARMOLEJO, PACO E000068	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,178.00	DECEMBER 11		00002924	12/01/2011
		<b>Vendor Total:</b>			<b>1,178.00</b>				
EP	MILANO, JAMES E000054	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	753.00	DECEMBER 11		00002925	12/01/2011
		<b>Vendor Total:</b>			<b>753.00</b>				
EP	MILLER, RICHARD E000106	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	830.00	DECEMBER 11		00002926	12/01/2011
		<b>Vendor Total:</b>			<b>830.00</b>				
EP	MONTOOTH, MARLENE E000021	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002927	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	MOORE, LARRY W E000044	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,178.00	DECEMBER 11		00002928	12/01/2011
		<b>Vendor Total:</b>			<b>1,178.00</b>				
EP	NAJERA, ROBERT JR E000065	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	869.24	DECEMBER 11		00002929	12/01/2011
		<b>Vendor Total:</b>			<b>869.24</b>				
EP	NISSEN, JANICE E000073	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002930	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	OLEA, ARLENE J E000014	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,178.00	DECEMBER 11		00002931	12/01/2011
		<b>Vendor Total:</b>			<b>1,178.00</b>				
EP	ORTEGA, MANUELE E000100	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	624.00	DECEMBER 11		00002932	12/01/2011
		<b>Vendor Total:</b>			<b>624.00</b>				

**City of Placentia**  
**Warrant Register**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	PALMER, GEORGE E000094	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	830.00	DECEMBER 11		00002933	12/01/2011
		<b>Vendor Total:</b>			<b>830.00</b>				
EP	PASCUA, RAYNALD E000114	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,178.00	DECEMBER 11		00002934	12/01/2011
		<b>Vendor Total:</b>			<b>1,178.00</b>				
EP	PASPALL, MIHAJLO E000085	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	567.76	DECEMBER 11		00002935	12/01/2011
		<b>Vendor Total:</b>			<b>567.76</b>				
EP	PEREZ, ROBERT E000111	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	229.88	DECEMBER 11		00002936	12/01/2011
		<b>Vendor Total:</b>			<b>229.88</b>				
EP	PICHON, WALTER E000103	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	290.00	DECEMBER 11		00002937	12/01/2011
		<b>Vendor Total:</b>			<b>290.00</b>				
EP	PONCE, EDMUND M E000040	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002938	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	REDIFER, KIM R E000022	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	830.00	DECEMBER 11		00002939	12/01/2011
		<b>Vendor Total:</b>			<b>830.00</b>				
EP	RENDEN, BRIAN E000083	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,095.00	DECEMBER 11		00002940	12/01/2011
		<b>Vendor Total:</b>			<b>1,095.00</b>				
EP	REYES, ROGER T E000024	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	753.00	DECEMBER 11		00002941	12/01/2011
		<b>Vendor Total:</b>			<b>753.00</b>				
EP	RICE, RUSSELL J	DEC MEDICAL REIMBURSEMENT	395083-5161	R1128A	879.00	DECEMBER 11		00002942	12/01/2011

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	E000059		Health Insurance Premiums						
EP	RISHER, THOMAS A E000013	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	879.00 753.00	DECEMBER 11		00002943	12/01/2011
EP	RITCHIE, SYLVIA E000072	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	753.00 624.00	DECEMBER 11		00002944	12/01/2011
EP	RIVERA, AIDA E000026	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	624.00 258.00	DECEMBER 11		00002945	12/01/2011
EP	ROACH, MICHAEL E000105	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	258.00 1,084.00	DECEMBER 11		00002946	12/01/2011
EP	ROBB, SANDRA E000043	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	1,084.00 753.00	DECEMBER 11		00002947	12/01/2011
EP	ROBERTSON, JAMES S E000093	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	753.00 267.88	DECEMBER 11		00002948	12/01/2011
EP	RODARTE, JOE R E000034	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	267.88 670.00	DECEMBER 11		00002949	12/01/2011
EP	ROKOSZ, KEN A E000035	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	670.00 380.62	DECEMBER 11		00002950	12/01/2011
EP	ROSE, RICHARD D E000050	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	Vendor Total: R1128A	380.62 990.00	DECEMBER 11		00002951	12/01/2011
				Vendor Total:	990.00				

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EP	ROWLEY, KENNETH E000091	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	393.00	DECEMBER 11		00002952	12/01/2011
		<b>Vendor Total:</b>			<b>393.00</b>				
EP	SALE, LEE R E000031	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	882.00	DECEMBER 11		00002953	12/01/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
EP	SANCHEZ, LAURA E000058	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002954	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	SANGOLUISA, ZORA G E000048	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	258.00	DECEMBER 11		00002955	12/01/2011
		<b>Vendor Total:</b>			<b>258.00</b>				
EP	SCHULTZ, DANIEL E000070	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	387.00	DECEMBER 11		00002956	12/01/2011
		<b>Vendor Total:</b>			<b>387.00</b>				
EP	SOMOYA, JOHN P E000089	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	770.00	DECEMBER 11		00002957	12/01/2011
		<b>Vendor Total:</b>			<b>770.00</b>				
EP	SOTO, PHILIP J E000052	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	624.00	DECEMBER 11		00002958	12/01/2011
		<b>Vendor Total:</b>			<b>624.00</b>				
EP	SPRAGUE, GARY A E000064	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	1,084.00	DECEMBER 11		00002959	12/01/2011
		<b>Vendor Total:</b>			<b>1,084.00</b>				
EP	TAYLOR, DAVID M E000088	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	830.00	DECEMBER 11		00002960	12/01/2011
		<b>Vendor Total:</b>			<b>830.00</b>				
EP	THOMANN, DARYLL L E000101	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	R1128A	624.00	DECEMBER 11		00002961	12/01/2011
		<b>Vendor Total:</b>			<b>624.00</b>				

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EP	TOTH, STEVE E000067	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	624.00	DECEMBER 11		00002962	12/01/2011
EP	TRIFOS, WILLIAM E000104	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	770.00	DECEMBER 11		00002963	12/01/2011
EP	VAN HOUTEN, BROOKS E000028	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	1,095.00	DECEMBER 11		00002964	12/01/2011
EP	VERSTYNEN, WILLIAM E000092	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	624.00	DECEMBER 11		00002965	12/01/2011
EP	WAHL, KATHLEEN A E000030	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	387.00	DECEMBER 11		00002966	12/01/2011
EP	WIEST, STEPHEN E000079	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	387.00	DECEMBER 11		00002967	12/01/2011
EP	WORDEN, LARRY M E000116	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	882.00	DECEMBER 11		00002968	12/01/2011
EP	ZAMORA, JERRY E000037	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	1,095.00	DECEMBER 11		00002969	12/01/2011
EP	ZINN, JOHN E000009	DEC MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	<b>Vendor Total:</b> R1128A	830.00	DECEMBER 11		00002970	12/01/2011
		<b>Vendor Total:</b>			<b>882.00</b>				
		<b>Type Total:</b>			<b>69,254.02</b>				

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MW OH	ABBA TERMITE & PEST CO V000087	ABBA TERMITE & PEST CO BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK1121A	180.00	17851B	P05426	00074690	12/06/2011
MW OH	ABBA TERMITE & PEST CO V000087	ABBA TERMITE & PEST CO BEE TRAP SERVICE	433654-6130 Repair & Maint/Facilities	TK1121A	180.00	17852B	P05426	00074690	12/06/2011
		<b>Vendor Total:</b>			<b>360.00</b>				
MW OH	ALFARO, SOPHIA V008007	DEPOSIT REFUND-BACKS BLDG	100000-4385 Facility Rental	TK1121A	150.00	74215		00074691	12/06/2011
		<b>Vendor Total:</b>			<b>150.00</b>				
MW OH	ALL CITY MANAGEMENT SI V000005	9/25-10/8 CROSSING GUARD SRVS	103041-6099 Other Professional Services	TK1121A	7,873.60	24495	P05415	00074692	12/06/2011
MW OH	ALL CITY MANAGEMENT SI V000005	10/9-22 CROSSING GUARD SRVS	103041-6099 Other Professional Services	TK1121A	7,873.60	24696	P05415	00074692	12/06/2011
		<b>Vendor Total:</b>			<b>15,747.20</b>				
MW OH	ALLEN, GEORGE V008019	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121A	100.00	74500		00074693	12/06/2011
		<b>Vendor Total:</b>			<b>100.00</b>				
MW OH	ALMOND, ALBERT V004382	OCT COP BUILDING INSPECTIONS	102532-6045 Building Inspection Services	TK1121A	765.00	4415	P06099	00074694	12/06/2011
MW OH	ALMOND, ALBERT V004382	OCT ETCO BUILDING INSPECTION	102532-6045 Building Inspection Services	TK1121A	1,822.50	4416	P06099	00074694	12/06/2011
		<b>Vendor Total:</b>			<b>2,587.50</b>				
MW OH	ANAHEIM ICE V000318	FALL INSTRUCTOR PAYMENT	104071-6060 / 79214-6060 Instructional Services	TK1121A	327.60	FALL 11	P06085	00074695	12/06/2011
		<b>Vendor Total:</b>			<b>327.60</b>				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK1121A	300.38	502-6393000	P05489	00074696	12/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK1121A	71.97	502-6393001	P05489	00074696	12/06/2011
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK1121A	160.17	502-6411827	P05489	00074696	12/06/2011

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MW OH	ARAMARK UNIFORM SERV  PW UNIFORMS V004232		103650-6360 Uniforms	TK1121A	71.97	502-6411828	P05489	00074696	12/06/2011
MW OH	ARAMARK UNIFORM SERV  PW UNIFORMS V004232		103650-6360 Uniforms	TK1121A	240.51	502-6431647	P05489	00074696	12/06/2011
MW OH	ARAMARK UNIFORM SERV  PW UNIFORMS V004232		103650-6360 Uniforms	TK1121A	108.72	502-6431648	P05489	00074696	12/06/2011
			<b>Vendor Total:</b>		<b>953.72</b>				
MW OH	ARROYO, LAURIE V008001	REIMBURSEMENT-HERITAGE PAR	0044-2067 / 79392-2067 Heritage Committee	TK1121A	157.30	110711	P06125	00074697	12/06/2011
			<b>Vendor Total:</b>		<b>157.30</b>				
MW IP	AT & T V006635	OCT LONG DISTANCE CHARGES	431010-6215 Telephone	ITK1115A	6.29	102511		00074654	11/17/2011
			<b>Vendor Total:</b>		<b>6.29</b>				
MW IP	AT&T V004144	OCT PHONE CHARGES	296561-6215 Telephone	ITK1115A	61.14	102811		00074655	11/17/2011
MW IP	AT&T V004144	OCT PHONE CHARGES	431010-6215 Telephone	ITK1115A	1,122.88	102811		00074655	11/17/2011
MW IP	AT&T V004144	OCT PHONE CHARGES	431010-6215 Telephone	ITK1115A	1,585.33	110111		00074656	11/17/2011
MW IP	AT&T V004144	OCT PHONE CHARGES	296561-6215 Telephone	ITK1115A	106.79	110111		00074656	11/17/2011
MW IP	AT&T V004144	OCT PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK1115A	7.65	110111		00074656	11/17/2011
			<b>Vendor Total:</b>		<b>2,883.79</b>				
MW OH	AUDISS, JAY S V003366	ACT-REG.MEAL, TRAVEL	103041-6250 Staff Training	TK1121A	55.44	7519	P06077	00074698	12/06/2011
			<b>Vendor Total:</b>		<b>55.44</b>				
MW OH	BCSRA V007687	REFEREE FEES	104071-6275 / 79105-6275 Officiating	TK1121A	24.00	4	P06105	00074699	12/06/2011
			<b>Vendor Total:</b>		<b>24.00</b>				

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MW OH	BEE MAN, THE V000117	BEE REMOVAL	103655-6130 Repair & Maint/Facilities	TK1121A	270.00	75904	P05428	00074700	12/06/2011
MW OH	BEE MAN, THE V000117	BEE REMOVAL	103655-6130 Repair & Maint/Facilities	TK1121A	150.00	76040	P05428	00074700	12/06/2011
		<b>Vendor Total:</b>			<b>420.00</b>				
MW OH	BORER, REBECCA V001804	FALL INSTRUCTOR PAYMENT	104071-6060 / 79248-6060 Instructional Services	TK1121A	273.00	FALL 2011	P06116	00074701	12/06/2011
		<b>Vendor Total:</b>			<b>273.00</b>				
MW OH	BOYS & GIRLS CLUB OF BR V001160	WRISTBANDS SALES HERITAGE FESTIVAL	0044-2067 / 79392-2067 Heritage Committee	TK1121A	331.00	101511	P06107	00074702	12/06/2011
MW OH	BOYS & GIRLS CLUB OF BR V001160	TICKET SALES HERITAGE FESTIVAL	0044-2067 / 79392-2067 Heritage Committee	TK1121A	1,237.60	101511	P06107	00074702	12/06/2011
		<b>Vendor Total:</b>			<b>1,568.60</b>				
MW OH	BREA ELECTRIC COMPANY V007990	EMERGENCY TROUBLE SHOOTING	433654-6130 Repair & Maint/Facilities	TK1121A	680.00	17266	P06082	00074703	12/06/2011
		<b>Vendor Total:</b>			<b>680.00</b>				
MW OH	BURKE WILLIAMS & SOREN V006247	OCT LEGAL SERVICES	101005-6005 Legal Services	TK1121A	30,475.59	151195	P05843	00074704	12/06/2011
		<b>Vendor Total:</b>			<b>30,475.59</b>				
MW OH	BUSINESS PRODUCTS DISTI V000152	OFFICE SUPPLIES	104070-6315 Office Supplies	TK1121A	125.72	20727	P06113	00074705	12/06/2011
		<b>Vendor Total:</b>			<b>125.72</b>				
MW OH	BUSSE, MICHAEL V002621	ACT-REG.MEAL TRAVEL	103040-6250 Staff Training	TK1121A	55.44	111511	P06079	00074706	12/06/2011
		<b>Vendor Total:</b>			<b>55.44</b>				
MW OH	C.A.P.E ACCOUNTING V006595	C.A.P.E MEMBERSHIP-URBAN	103043-6255 / 50100-6255 Dues & Memberships	TK1121A	45.00	CAPE 2012	P06075	00074707	12/06/2011
		<b>Vendor Total:</b>			<b>45.00</b>				
MW OH	CALIFORNIA FORENSIC PHI V000000	OCT BLOOD DRAWS	103040-6055	TK1121A	1,989.75	10.27.2011	P06019	00074708	12/06/2011
		<b>Vendor Total:</b>			<b>1,989.75</b>				

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	V000232		Medical Services						
MW OH	CALIFORNIA STATE DISBUR V004813	P/E 11/12/11 PD DATE 11/18/11	0010-2196 Garnishments W/H	Vendor Total: PY111023	1,989.75	2700/11101023		00074673	11/18/2011
MW OH	CALIFORNIA STATE DISBUR V004813	P/E 11/12/11 PD DATE 11/18/11	0029-2196 Garnishments W/H	PY111023	55.40	2700/11101023		00074673	11/18/2011
MW OH	CALIFORNIA STATE DISBUR V004813	P/E 11/12/11 PD DATE 11/18/11	0048-2196 Garnishments W/H	PY111023	83.09	2700/11101023		00074673	11/18/2011
MW OH	CARDENAS, JOEL V002648	DEC MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	Vendor Total: TK1121A	1,691.57	50.00 DECEMBER 11		00074709	12/06/2011
MW OH	CARWASH OF AMERICA V000771	OCT CITY/PD CAR WASHES	433658-6301 Special Department Supplies	Vendor Total: TK1121A	50.00	531.48 1001A	P06054	00074710	12/06/2011
MW OH	CASTRO, LEONARD V008004	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK1121A	531.48	150.00 74217		00074711	12/06/2011
MW IP	CHERENE, BECKY V005069	REIMBURSEMENT-HISTORICAL C	0044-2065 Historical Committee	Vendor Total: ITK1121A	150.00	104.19 111511	P06098	00074685	11/21/2011
MW OH	CHOUGH, GILBERT V008017	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK1121A	104.19	100.00 74495		00074712	12/06/2011
MW OH	CITY OF BREA V000125	2011/2012 ILJAO MEMBERSHIP-O	103043-6099 Other Professional Services	Vendor Total: TK1121A	100.00	9,987.00 6-285	P06069	00074713	12/06/2011
MW OH	CITY OF BREA V000125	2011/2012 ILJAO MEMBERSHIP-C	103043-6099 Other Professional Services	TK1121A	2,386.00	6-285	P06069	00074713	12/06/2011
				Vendor Total:	12,373.00				

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MW OH	CJ CONSTRUCTION V007851	RETENTION-KRAEMER BUS PAD	333552-6185 / 6106040019-6185 Construction Services	ITK1115A	3,245.00	2921	P06142	00074657	11/17/2011
MW OH	CLEAN CITY V007411	OCT GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	<b>Vendor Total:</b> TK1121A	<b>3,245.00</b> 28,564.52	P110	P05495	00074714	12/06/2011
MW OH	COMMERCIAL AQUATIC SE V005203	OCT WHITTEN POOL MAINT	433654-6130 Repair & Maint/Facilities	<b>Vendor Total:</b> TK1121A	<b>28,564.52</b> 300.00	48728	P05814	00074715	12/06/2011
MW OH	COMMERCIAL AQUATIC SE V005203	OCT GOMEZ POOL SERVICE	433654-6130 Repair & Maint/Facilities	TK1121A	300.00	48727	P05841	00074715	12/06/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 11/12/11 PD DATE 11/18/11	0010-2194 CHAD	<b>Vendor Total:</b> PY11023	<b>600.00</b> 14.00	2640/1101023		00074674	11/18/2011
MW OH	COMMUNITY HEALTH CHA V000192	P/E 11/12/11 PD DATE 11/18/11	0037-2194 CHAD	PY11023	1.00	2640/1101023		00074674	11/18/2011
MW OH	COMMUNITY VETERINARY V000181	K9 VETERINARY CARE	103041-6301 Special Department Supplies	<b>Vendor Total:</b> TK1121A	<b>15.00</b> 65.00	161689	P06050	00074716	12/06/2011
MW OH	COMMUNITY VETERINARY V000181	K9 VETERINARY CARE	103041-6301 Special Department Supplies	TK1121A	81.50	163879	P06050	00074716	12/06/2011
MW OH	COUNTY OF ORANGE V000701	2ND QRT 800 MHZ CHARGES	103043-6137 Repair Maint/Equipment	<b>Vendor Total:</b> TK1121B	<b>146.50</b> 7,669.00	SC05845	P05618	00074718	12/06/2011
MW OH	COUNTY OF ORANGE V000715	TREA OCT OCATS SRVS/SWITCHER COS	103043-6299 Other Purchased Services	<b>Vendor Total:</b> TK1121B	<b>7,669.00</b> 784.00	SH30451	P05805	00074717	12/06/2011
MW OH	CRON & ASSOC V001603	TRANSCRIP TRANSCRIPTION SRVS 09-0517	103040-6290 / 50072-6290 Dept. Contract Services	<b>Vendor Total:</b> TK1121A	<b>784.00</b> 446.25	3412	P06048	00074719	12/06/2011
MW OH	CRON & ASSOC V001603	TRANSCRIP TRANSCRIPTION SRVS 94-0737	103040-6290 / 50072-6290	TK1121A	645.00	3421	P06048	00074719	12/06/2011

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	V001603		Dept. Contract Services						
MW IP	CRON & ASSOC TRANSCRIP V001603	NOV TRANSCRIPTION SRVS	103040-6290 / 50072-6290 Dept. Contract Services	ITK1121A	967.50	3438	P06145	00074686	11/21/2011
MW IP	CRON & ASSOC TRANSCRIP V001603	OCT TRANSCRIPTION SRVS	103040-6290 / 50072-6290 Dept. Contract Services	JTK1121A	105.00	3462	P06145	00074686	11/21/2011
			<b>Vendor Total:</b>		<b>2,163.75</b>				
MW OH	D & D SERVICES INC. V007321	ANIMAL CONTROL FREEZER SRV	103045-6280 Animal Control Services	TK1121B	720.00	50104	P05500	00074720	12/06/2011
			<b>Vendor Total:</b>		<b>720.00</b>				
MW OH	D HAUPTMAN CO/FOLD A G V005600	FUTSAL BALLS	104071-6275 / 79105-6275 Officiating	TK1121B	197.71	73866A	P06106	00074721	12/06/2011
			<b>Vendor Total:</b>		<b>197.71</b>				
MW OH	DANA WHARF V002724	EXCURSION 3/3/12	104071-6270 / 79506-6270 Excursions	TK1121B	672.00	111511	P06108	00074722	12/06/2011
			<b>Vendor Total:</b>		<b>672.00</b>				
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK1121B	5.00	DECEMBER 11		00074723	12/06/2011
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK1121B	20.00	DECEMBER 11		00074723	12/06/2011
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK1121B	25.00	DECEMBER 11		00074723	12/06/2011
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	DELL MARKETING L.P. V000301	VLA MICROSOFT MAPPOINT 2011	103042-6299 Other Purchased Services	TK1121B	334.23	XFJP4F885	P05949	00074724	12/06/2011
			<b>Vendor Total:</b>		<b>334.23</b>				
MW OH	DEPARTMENT ISSUE INC V000349	LEATHER PD JACKETS	103041-6360 / 50045-6360 Uniforms	TK1121B	635.73	25900	P06124	00074725	12/06/2011
			<b>Vendor Total:</b>		<b>635.73</b>				
MW OH	DFS FLOORING INC	OCT CARPET CLEANING	433654-6130	TK1121B	605.00	300098-77	P05488	00074726	12/06/2011

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	V000099		Repair & Maint/Facilities						
			<b>Vendor Total:</b>		<b>605.00</b>				
MW OH	DOOLEY ENTERPRISES INC .45 AUTO 230 GR. AMMUNITION V000347		103043-6162 Range Training	TK1121B	1,550.00	46790	P06044	00074727	12/06/2011
MW OH	DOOLEY ENTERPRISES INC 5.56MM 55GR. AMMUNITION V000347		103041-6301 Special Department Supplies	TK1121B	3,920.00	46790	P06044	00074727	12/06/2011
MW OH	DOOLEY ENTERPRISES INC TAX V000347		103043-6162 Range Training	TK1121B	326.27	46790	P06044	00074727	12/06/2011
MW OH	DOOLEY ENTERPRISES INC .40 CAL 180 GR. AMMUNITION Q42 V000347		103043-6162 Range Training	TK1121B	2,950.00	46790	P06044	00074727	12/06/2011
MW OH	DOOLEY ENTERPRISES INC TAX V000347		103041-6301 Special Department Supplies	TK1121B	326.28	46790	P06044	00074727	12/06/2011
			<b>Vendor Total:</b>		<b>9,072.55</b>				
MW OH	DRABEK, GARY V004197	SEPT STIPEND PAYMENT	103041-5005 / 50065-5005 Salaries/Part-Time	TK1121B	200.00	1115514	P06043	00074728	12/06/2011
			<b>Vendor Total:</b>		<b>200.00</b>				
MW OH	DUDEK & ASSOCIATES INC OCT MTGS ATTENDANCE V004114		484356-6017 Special Studies	TK1121B	1,546.01	20113552	P05817	00074729	12/06/2011
			<b>Vendor Total:</b>		<b>1,546.01</b>				
MW OH	EDUCATIONAL CREDIT MG P/E 11/12/11 PD DATE 11/18/11 V004608		0010-2196 Garnishments W/H	PY11023	234.55	2711/1101023		00074675	11/18/2011
MW OH	EDUCATIONAL CREDIT MG P/E 11/12/11 PD DATE 11/18/11 V004608		0048-2196 Garnishments W/H	PY11023	46.91	2711/1101023		00074675	11/18/2011
MW OH	EDUCATIONAL CREDIT MG P/E 11/12/11 PD DATE 11/18/11 V004608		0029-2196 Garnishments W/H	PY11023	31.28	2711/1101023		00074675	11/18/2011
			<b>Vendor Total:</b>		<b>312.74</b>				
MW OH	EMERGENCY RESPONSE V003861	HAZ MAT CLEAN-UP 10/23	103043-6299 / 50040-6299 Other Purchased Services	TK1121B	700.00	T2011-417	P06074	00074730	12/06/2011
			<b>Vendor Total:</b>		<b>700.00</b>				
MW IP	EMPLOYMENT DEVELOPMI 7/1-9/30/11 UNEMPLOYMENT FEES 404581-5155		ITK1115A		6,054.77	256256000		00074658	11/17/2011

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	V000203		Employee Insurance Claims						
MW OH	ENTERPRISE FLEET SERVIC NOV PD LEASE VEHICLES V003312		103042-6165 / 50070-6165 Vehicle Rental	<b>Vendor Total:</b> TK1121B	6,054.77	1,650.75 FBN2046985	P05644	00074731	12/06/2011
MW OH	EVANS GUNSMITHING'S SH RANGE FEE 8/2/11, 9/9/11 V003336		103043-6162 Range Training	<b>Vendor Total:</b> TK1121B	1,650.75	75.00 5430	P06047	00074732	12/06/2011
MW OH	EVANS GUNSMITHING'S SH RANGE FEE 8/3/11, 8/5/11 V003336		103043-6162 Range Training	TK1121B	700.00	5430	P06047	00074732	12/06/2011
MW IP	FEDEX V000394	SHIPPING CHARGES	431010-6325 Postage	<b>Vendor Total:</b> ITK1121A	775.00	69.24 7-631-11722		00074687	11/21/2011
MW IP	FEDEX V000394	SHIPPING CHARGES	101511-6325 Postage	ITK1121A	35.15	7-661-447-64	P06072	00074687	11/21/2011
MW OH	FLEET SERVICES INC V000400	CREDIT	0043-1505 Auto Supply Inventory	<b>Vendor Total:</b> TK1121B	104.39	-33.90 00073567	P05530	00074733	12/06/2011
MW OH	FLEET SERVICES INC V000400	TRUCK PARTS	0043-1505 Auto Supply Inventory	TK1121B	22.43	1212730011	P05530	00074733	12/06/2011
MW OH	FLEET SERVICES INC V000400	TRUCK PARTS	0043-1505 Auto Supply Inventory	TK1121B	63.38	1212900034	P05530	00074733	12/06/2011
MW OH	FLORES, JOSE V004651	ACT-REG,MEAL,TRAVEL	103041-6250 Staff Training	<b>Vendor Total:</b> TK1121B	51.91	55.44 123469	P06076	00074734	12/06/2011
MW OH	FORBES, JOSIE V007432	FALL INSTRUCTOR PAYMENT	104071-6060 / 79248-6060 Instructional Services	<b>Vendor Total:</b> TK1121B	55.44	1,372.80 FALL 2011	P06112	00074735	12/06/2011
MW OH	FRANCO, DAN ALLAN	DEPOSIT REFUND-OBERLE	100000-4385 / 79179-4385	<b>Vendor Total:</b> TK1121B	1,372.80	100.00 74484		00074736	12/06/2011

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	V008013		Facility Rental						
MW OH	FRY, SANDRA V007900	CLASS REFUND	100000-4340 / 79232-4340 Recreation Programs	Vendor Total: TK1121B	100.00	60.00 74231		00074737	12/06/2011
MW OH	FUJITEC AMERICA INC V006496	BRADFORD ELEVATOR REPAIR	433654-6130 Repair & Maint/Facilities	Vendor Total: TK1121B	60.00	458.00 I100067789	P06102	00074738	12/06/2011
MW OH	FUJITEC AMERICA INC V006496	BRADFORD ELEVATOR REPAIR	433654-6130 Repair & Maint/Facilities	TK1121B	865.00	I100067790	P06102	00074738	12/06/2011
MW OH	FUN WITH HORSES V002779	FALL INSTRUCTOR PAYMENT	104071-6060 / 79132-6060 Instructional Services	Vendor Total: TK1121B	1,323.00	37.05 FALL 2011	P06084	00074739	12/06/2011
MW OH	GAJPARA, KARIN V008020	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	Vendor Total: TK1121B	37.05	150.00 74501		00074740	12/06/2011
MW OH	GARCIA, CHRISANN V004644	CLASS REFUND	100000-4340 / 79232-4340 Recreation Programs	Vendor Total: TK1121B	150.00	120.00 74230		00074741	12/06/2011
MW OH	GARCIA, ERIKA V008003	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK1121B	120.00	100.00 74218		00074742	12/06/2011
MW IP	GAS CO, THE V000909	SEPT/OCT GAS CHARGES	431010-6340 Natural Gas	Vendor Total: ITK1115A	100.00	40.59 102611		00074659	11/17/2011
MW OH	GLOBAL CABLING SYSTEM V007819	CHANGE ORDER-NEW CABLE RUN	422023-6135 Repair/Maint Off Furn & Eqp	Vendor Total: TK1121B	40.59	482.10 2915	P06100	00074743	12/06/2011
MW IP	GOLDEN STATE WATER CO	SEPT/NOV WATER CHARGES	431010-6335	Vendor Total: ITK1115A	482.10	52.73 110811		00074660	11/17/2011

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	V000928		Water						
MW IP	GOLDEN STATE WATER CO V000928	SEPT/NOV WATER CHARGES	296561-6335 Water	ITK1115A	114.83	110811		00074660	11/17/2011
MW OH	GOLF VENTURES WEST V003579	JACOBSEN TRI KING 1900D DIESEL Vehicles	333558-6842 / 6110450157-6842	TK1121B	24,777.12	695028	P05989	00074744	12/06/2011
MW OH	GOMEZ, MARIA V002992	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1121B	150.00	74482		00074745	12/06/2011
MW OH	GREAT WEST V006983	P/E 11/12/11 PD DATE 11/18/11	0010-2172 Deferred Comp Pay. - Gr West	PY11023	150.00			00074676	11/18/2011
MW OH	GREAT WEST V006983	P/E 11/12/11 PD DATE 11/18/11	0048-2172 Deferred Comp Pay. - Gr West	PY11023	534.44	2607/1101023		00074676	11/18/2011
MW OH	GREAT WEST V006983	P/E 11/12/11 PD DATE 11/18/11	0029-2172 Deferred Comp Pay. - Gr West	PY11023	48.96	2607/1101023		00074676	11/18/2011
MW IP	GREEN, CRAIG V007523	TRAVEL ADVANCE-C. GREEN	101003-6245 Meetings & Conferences	ITK1121A	308.00	111811		00074688	11/21/2011
MW OH	GRISMER, MALLORY V007999	VETERANS COMMITTEE SCHOLAI	101572-6301 / 79466-6301 Special Department Supplies	TK1121B	308.00	11152011	P06122	00074746	12/06/2011
MW OH	HASKELL & WHITE LLP V007823	FINANCIAL AUDITING SRVS	102021-6010 Accounting & Auditing Service	TK1121B	100.00			00074747	12/06/2011
MW OH	HDL SOFTWARE LLC V007926	BUSINESS LICENSE SOFTWARE	333523-6899 / 30018-6899 Other Capital Outlay	TK1121B	31,050.00	NPB56732	P05703	00074748	12/06/2011
		<b>Vendor Total:</b>			<b>27,180.00</b>				

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MW OH	HENDRICKSON, ERIC V007376	DEC MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	TK1121B	50.00	DECEMBER 11		00074749	12/06/2011
MW OH	HERNANDEZ, PAUL V008009	SANTA VISIT REFUND	100000-4340 / 79312-4340 Recreation Programs	<b>Vendor Total:</b> TK1121B	<b>50.00</b> 90.00	74466		00074750	12/06/2011
MW OH	HOLMGREN, ERIC V007825	FALL INSTRUCTOR PAYMENT	104071-6060 / 79248-6060 Instructional Services	<b>Vendor Total:</b> TK1121B	<b>90.00</b> 56.55	FALL 11	P06086	00074751	12/06/2011
MW OH	HUNTER SIGNS V000481	HERITAGE BANNERS	0044-2067 / 79392-2067 Heritage Committee	<b>Vendor Total:</b> TK1121B	<b>56.55</b> 554.91	1119082	P06089	00074752	12/06/2011
MW OH	IMPRESSIONS PRINTING V000517	PD BUSINESS CARDS	103040-6315 Office Supplies	<b>Vendor Total:</b> TK1121B	<b>554.91</b> 59.26	15308	P05606	00074753	12/06/2011
MW OH	IMPRESSIONS PRINTING V000517	BUSINESS CARDS	101511-6315 Office Supplies	TK1121B	59.26	15307	P06114	00074753	12/06/2011
MW OH	INTERNAL CONTROL V000504	PRE-EMPLOYMENT POLYGRAPH I	103040-6099 Other Professional Services	<b>Vendor Total:</b> TK1121B	<b>118.52</b> 375.00	10365	P06049	00074754	12/06/2011
MW OH	INTERNATIONAL INSTITUTI V000506	IIMC MEMBERSHIP-P. MELIA	101002-6255 Dues & Memberships	<b>Vendor Total:</b> TK1121B	<b>375.00</b> 175.00	11171	P06136	00074755	12/06/2011
MW OH	JENKINS, LISA V003389	DEPOSIT REFUND-TYNES	100000-4385 / 79191-4385 Facility Rental	<b>Vendor Total:</b> TK1121B	<b>175.00</b> 100.00	74232		00074756	12/06/2011
MW OH	JIMENEZ, GERAR V008012	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	<b>Vendor Total:</b> TK1121B	<b>100.00</b> 150.00	74483		00074757	12/06/2011
				<b>Vendor Total:</b>	<b>150.00</b>				

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MW OH	JONGENEELLEN, ERIKA V008015	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121B	50.00	74486		00074758	12/06/2011
MW OH	JUAREZ, NOELLE V008000	VETERANS COMMITTEE SCHOLAR	101572-6301 / 79466-6301 Special Department Supplies	<b>Vendor Total:</b> TK1121B	<b>50.00</b> 100.00	11152011	P06123	00074759	12/06/2011
MW OH	KBI & ASSOCIATES V002106	YOUTH SPORTS SHIRTS	104071-6301 Special Department Supplies	<b>Vendor Total:</b> TK1121B	<b>100.00</b> 177.90	12885	P06126	00074760	12/06/2011
MW OH	KELLY PAPER COMPANY V000559	COLOR PAPER FOR PRINTSHOP	431010-6999 Other Expenditure	<b>Vendor Total:</b> TK1121B	<b>177.90</b> 1,529.37	4486940	P06128	00074761	12/06/2011
MW OH	KNOWLES-MCNIFF INC V000558	OCT SOFTWARE MAINT	422023-6136 Software Maintenance	<b>Vendor Total:</b> TK1121B	<b>1,529.37</b> 2,457.00	90414	P05392	00074762	12/06/2011
MW OH	KORSTON CONSTRUCTION V007755	CIVIC CENTER RENOVATION	333554-6185 / 61066-6185 Construction Services	<b>Vendor Total:</b> TK1121C	<b>2,457.00</b> 16,291.95	4	P05837	00074763	12/06/2011
MW OH	LASTER, LISA V008014	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	<b>Vendor Total:</b> TK1121B	<b>16,291.95</b> 100.00	74489		00074764	12/06/2011
MW OH	LE-NGUYEN, MAGGIE V007345	DEC MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> TK1121B	<b>100.00</b> 50.00	DECEMBER 11		00074765	12/06/2011
MW OH	LUNA, JUAN V003288	BOOT REIMBURSEMENT	103650-6360 Uniforms	<b>Vendor Total:</b> TK1121B	<b>50.00</b> 102.36	091711	P06058	00074766	12/06/2011
MW OH	MACIAS, JOEL V005072	BOOT REIMBURSEMENT	103650-6360 Uniforms	<b>Vendor Total:</b> TK1121C	<b>102.36</b> 86.19	081211	P06066	00074767	12/06/2011

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				<b>Vendor Total:</b>	<b>86.19</b>				
MW OH	MAKOWSKI, ROBERT V005712	DEC MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	TK1121C	25.00	DECEMBER 11		00074768	12/06/2011
MW OH	MAKOWSKI, ROBERT V005712	DEC MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK1121C	25.00	DECEMBER 11		00074768	12/06/2011
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	MALONE, SEAN V003148	REIMBURSEMENT-EXPLORER SUF	103041-6301 Special Department Supplies	TK1121C	59.13	6973	P06045	00074769	12/06/2011
				<b>Vendor Total:</b>	<b>59.13</b>				
MW OH	MARIPOSA HORTICULTURA V000647	OCT CITY LANDSCAPE SRVS	0010-1220 Accs Rec/Plac Library Dist	TK1121C	1,452.49	53322		00074770	12/06/2011
MW OH	MARIPOSA HORTICULTURA V000647	OCT CITY LANDSCAPE SRVS	103655-6115 Landscaping	TK1121C	48,347.28	53322	P05493	00074770	12/06/2011
				<b>Vendor Total:</b>	<b>49,799.77</b>				
MW OH	MC FADDEN-DALE HARDW V000635	MISC PARTS	0043-1505 Auto Supply Inventory	TK1121C	14.92	30759/5	P05430	00074771	12/06/2011
				<b>Vendor Total:</b>	<b>14.92</b>				
MW OH	MCCONAHA, MICHAEL V002517	DEC MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	TK1121C	50.00	DECEMBER 11		00074772	12/06/2011
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	MCWILLIAMS, RANDY V004271	MEXICAN DRUG CARTELS-MEAL	103041-6250 Staff Training	TK1121C	34.27	47117	P06078	00074773	12/06/2011
				<b>Vendor Total:</b>	<b>34.27</b>				
MW IP	MEDICAL EYE SERVICES V005168	DEC VISION INSURANCE PREMIU	395000-4740 ISF Employee Optical Costs	ITK1115A	1,923.00	113122244901		00074661	11/17/2011
MW IP	MEDICAL EYE SERVICES V005168	DEC VISION INSURANCE PREMIU	395083-5164 Optical Insurance Premiums	ITK1115A	1,219.92	113122244901		00074661	11/17/2011
				<b>Vendor Total:</b>	<b>3,142.92</b>				
MW OH	MISAC	MEMBERSHIP-M.ILE	422023-6255	TK1121C	40.00	101	P06132	00074774	12/06/2011

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	V007956		Dues & Memberships						
MW OH	MORENO, TANIA V007723	DEC MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> TK1121C	<b>40.00</b>	25.00 DECEMBER 11	P06095	00074775	12/06/2011
MW OH	MORENO, TANIA V007723	DEC MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK1121C	25.00	DECEMBER 11		00074775	12/06/2011
MW OH	NAYLOR, ROBYN V003691	FALL INSTRUCTOR PAYMENT	104071-6060 / 79248-6060 Instructional Services	<b>Vendor Total:</b> TK1121C	<b>50.00</b>	66.30 FALL 11	P06095	00074776	12/06/2011
MW OH	NEOPOST USA INC. V006556	POSTAGE MACHINE INK CARTRID	431010-6325 Postage	<b>Vendor Total:</b> TK1121C	<b>66.30</b>	602.32 13529708	P06130	00074777	12/06/2011
MW IP	NEXTEL COMMUNICATION V000670	SEPT/OCT PD MOBILE DEVICE CH.	431010-6215 Telephone	<b>Vendor Total:</b> ITK1115A	<b>602.32</b>	765.74 521311782-043		00074662	11/17/2011
MW OH	NGUYEN, MICHAEL V005291	DEC MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> TK1121C	<b>765.74</b>	50.00 DECEMBER 11		00074778	12/06/2011
MW OH	NICKS, JONATHAN V004909	DEC MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> TK1121C	<b>50.00</b>	50.00 DECEMBER 11		00074779	12/06/2011
MW OH	NIEVES, HEIDI V006185	DEPOSIT REFUND-AGUIREE	100000-4385 / 79160-4385 Facility Rental	<b>Vendor Total:</b> TK1121C	<b>50.00</b>	100.00 74214		00074780	12/06/2011
MW OH	NIEVES, MIGUEL V002675	BOOT REIMBURSEMENT	103650-6360 Uniforms	<b>Vendor Total:</b> TK1121C	<b>100.00</b>	99.98 092511	P06062	00074781	12/06/2011
MW IP	OCE FINANCIAL SERVICES	BUYOUT COPIER LEASE	431010-6175	<b>Vendor Total:</b> ITK1121A	<b>99.98</b>	1,674.56 200-5020332-00	P06094	00074689	11/21/2011

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	V007996		Office Equipment Rental						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK1121C	1,674.56	038344I	P05393	00074782	12/06/2011
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	374386-6315 Office Supplies	TK1121C	649.30	038195	P05407	00074782	12/06/2011
				<b>Vendor Total:</b>	<b>758.60</b>				
MW OH	OFSI V000703	NOV PD FAX CHARGES	431010-6175 Office Equipment Rental	TK1121C	30.10	1682629		00074783	12/06/2011
MW OH	OFSI V000703	NOV COPIER MAINT	431010-6175 Office Equipment Rental	TK1121C	350.01	1682630		00074783	12/06/2011
MW OH	OFSI V000703	COPIER ADMIN/TAX FEE	431010-6175 Office Equipment Rental	TK1121C	94.68	1682631		00074783	12/06/2011
MW OH	OFSI V000703	NOV COPIER MAINT	431010-6175 Office Equipment Rental	TK1121C	339.23	1682632		00074783	12/06/2011
MW OH	OFSI V000703	COPIER ADMIN/TAX FEE	431010-6175 Office Equipment Rental	TK1121C	94.67	1682633		00074783	12/06/2011
MW OH	OFSI V000703	NOV COPIER MAINT	431010-6175 Office Equipment Rental	TK1121C	1,607.64	1682634		00074783	12/06/2011
				<b>Vendor Total:</b>	<b>2,516.33</b>				
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK1121C	61.98	59451	P05479	00074784	12/06/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK1121C	48.01	59490	P05479	00074784	12/06/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK1121C	85.08	59646	P05479	00074784	12/06/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK1121C	4.26	60004	P05479	00074784	12/06/2011
MW OH	ONE STOP PARTS SOURCE V007231	VEHICLE PARTS	0043-1505 Auto Supply Inventory	TK1121C	2.64	60032	P05479	00074784	12/06/2011

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				<b>Vendor Total:</b>	<b>201.97</b>				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/12/11 PD DATE 11/18/11	0037-2176 PCEA/OCEA Assoc Dues	PY11023	5.77	2610/1101023		00074677	11/18/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/12/11 PD DATE 11/18/11	0043-2176 PCEA/OCEA Assoc Dues	PY11023	19.24	2610/1101023		00074677	11/18/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/12/11 PD DATE 11/18/11	0048-2176 PCEA/OCEA Assoc Dues	PY11023	21.65	2610/1101023		00074677	11/18/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/12/11 PD DATE 11/18/11	0029-2176 PCEA/OCEA Assoc Dues	PY11023	10.57	2610/1101023		00074677	11/18/2011
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 11/12/11 PD DATE 11/18/11	0010-2176 PCEA/OCEA Assoc Dues	PY11023	279.47	2610/1101023		00074677	11/18/2011
				<b>Vendor Total:</b>	<b>336.70</b>				
MW OH	ORANGE COUNTY SANITAT V000698	4TH QTR FOG INSPECTIONS	484356-6099 Other Professional Services	TK1121C	601.04	44903	P06051	00074785	12/06/2011
				<b>Vendor Total:</b>	<b>601.04</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 11/12/11 PD DATE 11/18/11	0029-2196 Garnishments W/H	PY11023	15.00	2714/1101023		00074678	11/18/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 11/12/11 PD DATE 11/18/11	0010-2196 Garnishments W/H	PY11023	112.50	2714/1101023		00074678	11/18/2011
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 11/12/11 PD DATE 11/18/11	0048-2196 Garnishments W/H	PY11023	22.50	2714/1101023		00074678	11/18/2011
				<b>Vendor Total:</b>	<b>150.00</b>				
MW OH	ORTEGA, JEANETTE V007724	DEC MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	TK1121C	50.00	DECEMBER 11		00074786	12/06/2011
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	PACIFIC PRODUCTS & SERV V003763	GAS POWERED DRILL BREAKER	103652-6350 Small Tools/Equipment	TK1121C	4,999.60	14017	P06011	00074787	12/06/2011
				<b>Vendor Total:</b>	<b>4,999.60</b>				
MW OH	PARK PLACE CATERING V006509	COMMISSION DINNER	101004-6301 Special Department Supplies	TK1121C	1,728.42	102611	P06101	00074788	12/06/2011

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				<b>Vendor Total:</b>	<b>1,728.42</b>				
MW OH	PARKER, MICAH V007998	VETERANS COMMITTEE SCHOLAR	101572-6301 / 79466-6301 Special Department Supplies	TK1121C	100.00	11152011	P06121	00074789	12/06/2011
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK1121C	855.92	1020087443	P05478	00074790	12/06/2011
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK1121C	893.98	1020092701	P05478	00074790	12/06/2011
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	0043-1505 Auto Supply Inventory	TK1121C	101.82	1020092909	P05478	00074790	12/06/2011
				<b>Vendor Total:</b>	<b>1,851.72</b>				
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	0043-1505 Auto Supply Inventory	TK1121C	21.23	30344	P05477	00074791	12/06/2011
				<b>Vendor Total:</b>	<b>21.23</b>				
MW OH	PATEL, HARESHKUMAR V008005	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121C	100.00	74216		00074792	12/06/2011
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/12/11 PD DATE 11/18/11	0037-2176 PCEA/OCEA Assoc Dues	PY11023	0.60	2615/1101023		00074679	11/18/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/12/11 PD DATE 11/18/11	0010-2176 PCEA/OCEA Assoc Dues	PY11023	27.55	2615/1101023		00074679	11/18/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/12/11 PD DATE 11/18/11	0048-2176 PCEA/OCEA Assoc Dues	PY11023	2.25	2615/1101023		00074679	11/18/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/12/11 PD DATE 11/18/11	0043-2176 PCEA/OCEA Assoc Dues	PY11023	2.00	2615/1101023		00074679	11/18/2011
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/12/11 PD DATE 11/18/11	0029-2176 PCEA/OCEA Assoc Dues	PY11023	1.10	2615/1101023		00074679	11/18/2011
				<b>Vendor Total:</b>	<b>33.50</b>				
MW OH	PERU, ANTHONY V008021	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121C	40.00	74487		00074793	12/06/2011

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MW OH	PERU, ANTHONY V008021	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121C	10.00	74493		00074793	12/06/2011
		<b>Vendor Total:</b>			<b>50.00</b>				
MW OH	PINEDA, MATEO V002647	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1121C	54.94	093011	P06059	00074794	12/06/2011
		<b>Vendor Total:</b>			<b>54.94</b>				
MW OH	PLACENTIA POLICE MANAC V000839	P/E 11/12/11 PD DATE 11/18/11	0010-2180 Police Mgmt Assn Dues	PY11023	921.97	2625/1101023		00074680	11/18/2011
		<b>Vendor Total:</b>			<b>921.97</b>				
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 11/12/11 PD DATE 11/18/11	0010-2178 Placentia Police Assoc Dues	PY11023	2,814.28	2620/1101023		00074681	11/18/2011
		<b>Vendor Total:</b>			<b>2,814.28</b>				
MW OH	PONCE, JOSE V002656	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1121C	102.35	093011	P06060	00074795	12/06/2011
		<b>Vendor Total:</b>			<b>102.35</b>				
MW OH	REYNOSA, PEDRO V008018	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121D	50.00	74498		00074796	12/06/2011
		<b>Vendor Total:</b>			<b>50.00</b>				
MW IP	RICHARD FISHER ASSOCIA V007459	ARCHITECTURAL SRVS-KRAEMER	333555-6015 / 6104915023-6015 Engineering Services	ITK1115A	2,345.07	3149	P06119	00074663	11/17/2011
		<b>Vendor Total:</b>			<b>2,345.07</b>				
MW IP	ROACH, TERRY V005842	REFUND-COBRA DENTAL	MAY-OC 390000-5162 Dental Insurance Premiums	ITK1115A	148.26	REFUND 11	P06097	00074664	11/17/2011
		<b>Vendor Total:</b>			<b>148.26</b>				
MW OH	RUBALCAVA, OSBALDO V002646	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1121D	102.35	092511	P06063	00074797	12/06/2011
		<b>Vendor Total:</b>			<b>102.35</b>				
MW OH	SANCHEZ, DANYELLE V003402	DEC MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK1121D	50.00	DECEMBER 11		00074798	12/06/2011
		<b>Vendor Total:</b>			<b>102.35</b>				

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MW OH	SASS, TYLER V007484	ENTERTAINMENT SR. CENTER	101572-6301 Special Department Supplies	Vendor Total: TK1121D	50.00 100.00	11152011	P06115	00074799	12/06/2011
MW OH	SCHWARTZ, MONIQUE V004447	DEC MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	Vendor Total: TK1121D	100.00 50.00	DECEMBER 11		00074800	12/06/2011
MW OH	SCIENTIA CONSULTING GR V005617	GR NOV MDC MAINT SRVS	103043-6099 Other Professional Services	Vendor Total: TK1121D	50.00 1,254.00	6593	P05871	00074801	12/06/2011
MW OH	SHAH, BHARATI V007343	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	Vendor Total: TK1121D	1,254.00 150.00	74213		00074802	12/06/2011
MW OH	SHRED-IT LOS ANGELES V000905	SHRED & RECYCLE DOCS	374386-6299 Other Purchased Services	Vendor Total: TK1121D	150.00 100.95	00333700110	P05630	00074803	12/06/2011
MW OH	SMITH, PAMELA V008002	CLASS REFUND	100000-4340 / 79240-4340 Recreation Programs	Vendor Total: TK1121D	100.95 55.00	74219		00074804	12/06/2011
MW OH	SMITH, WARD V002806	DEC MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	Vendor Total: TK1121D	55.00 50.00	DECEMBER 11		00074805	12/06/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	SEPT/OCT ELECTRICITY CHARGE	103552-6330 Electricity	Vendor Total: ITK1115A	50.00 8.18	102911		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	SEPT/OCT ELECTRICITY CHARGE	0010-1224 AR/City of Fullerton	ITK1115A	150.71	102911		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	SEPT/OCT ELECTRICITY CHARGE	0010-1232 Accts Rec/Other Agencies	ITK1115A	24.32	102911		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EL V000910	SEPT/OCT ELECTRICITY CHARGE	0010-1220	ITK1115A	4,031.97	102911		00074665	11/17/2011

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	V000910		Accs Rec/Plac Library Dist						
MW IP	SOUTHERN CALIFORNIA EI V000910	SEPT/OCT ELECTRICITY CHARGES	431010-6330 Electricity	ITK1115A	27,694.55	102911		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	SEPT/OCT ELECTRICITY CHARGES	296561-6330 Electricity	ITK1115A	148.17	102911		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	SEPT/OCT ELECTRICITY CHARGES	286560-6330 Electricity	ITK1115A	31,352.72	102911		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT ELECTRICITY CHARGES	431010-6330 Electricity	ITK1115A	180.29	111011		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT ELECTRICITY CHARGES	0010-1228 AR/County of Orange	ITK1115A	16.38	111011		00074665	11/17/2011
MW IP	SOUTHERN CALIFORNIA EI V000910	OCT ELECTRICITY CHARGES	296561-6330 Electricity	ITK1115A	215.21	111011		00074665	11/17/2011
				<b>Vendor Total:</b>	<b>63,822.50</b>				
MW IP	SPRINT V006126	OCT RELAY SERVICES	431010-6215 Telephone	ITK1115A	574.62	9510111100086		00074666	11/17/2011
				<b>Vendor Total:</b>	<b>574.62</b>				
MW IP	STANDARD INSURANCE CO V000904	NOV LTD/LIFE INSURANCE PREMI	395000-4725 ISF Life Ins Reimbursements	ITK1115A	1,728.95	NOV 11		00074667	11/17/2011
MW IP	STANDARD INSURANCE CO V000904	NOV LTD/LIFE INSURANCE PREMI	395000-4730 ISF LTD Ins Reimbursements	ITK1115A	4,728.10	NOV 11		00074667	11/17/2011
MW IP	STANDARD INSURANCE CO V000904	NOV LTD/LIFE INSURANCE PREMI	395083-5163 Life Insurance Premiums	ITK1115A	1,023.65	NOV 11		00074667	11/17/2011
				<b>Vendor Total:</b>	<b>7,480.70</b>				
MW OH	STEPHEN, JEFFREY V002891	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1121D	43.09	082711	P06061	00074806	12/06/2011
				<b>Vendor Total:</b>	<b>43.09</b>				
MW OH	SUNGARD PUBLIC SECTOR V005987	BI-TECH UPGRADES	422023-6136 Software Maintenance	TK1121D	10,080.00	43061	P05704	00074807	12/06/2011
MW OH	SUNGARD PUBLIC SECTOR	BI-TECH UPGRADES	422023-6136	TK1121D	1,200.00	43102	P05704	00074807	12/06/2011

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	V005987		Software Maintenance						
MW OH	SUNGARD PUBLIC SECTOR V005987	DEC OS-ASP SERVICE	422023-6136 Software Maintenance	TK1121D	5,275.00	43129	P05704	00074807	12/06/2011
			<b>Vendor Total:</b>		<b>16,555.00</b>				
MW OH	SYNOPTIK INC V007863	OCT IT SUPPORT SERVICE	422023-6290 Dept. Contract Services	TK1121D	8,100.00	213352	P05811	00074808	12/06/2011
			<b>Vendor Total:</b>		<b>8,100.00</b>				
MW IP	T-MOBILE V004339	OCT CELL PHONE CHARGES	431010-6215 Telephone	ITK1115A	1,175.68	110211		00074668	11/17/2011
MW IP	T-MOBILE V004339	OCT CELL PHONE CHARGES	431010-6215 Telephone	ITK1115A	1,521.37	110311		00074668	11/17/2011
			<b>Vendor Total:</b>		<b>2,697.05</b>				
MW IP	TIME WARNER CABLE V004450	NOV/DEC CABLE CHARGES	431010-6099 Other Professional Services	ITK1115A	141.12	112211		00074669	11/17/2011
			<b>Vendor Total:</b>		<b>141.12</b>				
MW OH	TOVAR, MANUEL V003703	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1121D	21.41	092311	P06064	00074809	12/06/2011
MW OH	TOVAR, MANUEL V003703	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK1121D	107.73	102511	P06092	00074809	12/06/2011
			<b>Vendor Total:</b>		<b>129.14</b>				
MW OH	TRAFFIC CONTROL SERVIC V001039	PARADE BARRICADES	0044-2067 / 79392-2067 Heritage Committee	TK1121D	2,200.00	104670	P05916	00074810	12/06/2011
MW OH	TRAFFIC CONTROL SERVIC V001039	CONCRETE CAR STOPS	103652-6305 Traffic Control Devices	TK1121D	162.92	1043777	P06055	00074810	12/06/2011
			<b>Vendor Total:</b>		<b>2,362.92</b>				
MW OH	TRIFYTT SPORTS V004975	FALL INSTRUCTOR PAYMENT	104071-6060 / 79248-6060 Instructional Services	TK1121D	800.80	FALL 11	P06087	00074811	12/06/2011
MW OH	TURBO DATA SYSTEMS INC	OCT CITATION PROCESSING	103041-6099	TK1121D	1,584.36	18273	P05838	00074812	12/06/2011
			<b>Vendor Total:</b>		<b>800.80</b>				

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	V001238		Other Professional Services						
MW IP	UNION CONSTRUCTION CO. V007997	OCT CONSTRUCTION SRVS	333554-6185 / 6107040133-6185 Construction Services	Vendor Total: ITK1115A	1,584.36 21,852.00 01		P06120	00074670	11/17/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 11/12/11 PD DATE 11/18/11	0037-2193 Charity	Vendor Total: PY11023	21,852.00 2.00 2635/1101023			00074682	11/18/2011
MW OH	UNITED WAY OF ORANGE C V001062	P/E 11/12/11 PD DATE 11/18/11	0010-2193 Charity	PY11023	23.00 2635/1101023			00074682	11/18/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	Vendor Total: ITK1115A	25.00 64.45 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	416.97 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	0044-2067 / 79392-2067 Heritage Committee	ITK1115A	94.72 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	24.77 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	146.70 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	69.93 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	39.92 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SR. CENTER SUPPLIES	101572-6301 Special Department Supplies	ITK1115A	289.75 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE POSTAGE	0044-2067 / 79392-2067 Heritage Committee	ITK1115A	24.84 OCTOBER 11			00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE MAILING SUPPLIES	0044-2067 / 79392-2067 Heritage Committee	ITK1115A	38.94 OCTOBER 11			00074671	11/17/2011

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MW IP	US BANK CORPORATE PAY V005008	BARRIER RENTAL-CONCERTS	104071-6301 Special Department Supplies	ITK1115A	294.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HALLOWEEN P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	148.72	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HOMICIDE INVEST HOTEL-KENEH	213041-6250 Staff Training	ITK1115A	334.48	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	CANOPY MESH ENCLOSURES	0044-2067 / 79392-2067 Heritage Committee	ITK1115A	264.97	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	FILM EQUIPMENT RENTAL-HERIT	0044-2041 Public.Education, Govt Fees	ITK1115A	581.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	NEIGHBORHOOD SRV'S SUPPLIES	101572-6301 Special Department Supplies	ITK1115A	325.95	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	101572-6301 Special Department Supplies	ITK1115A	50.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	DOMAIN NAME RENEWAL	0044-2041 Public.Education, Govt Fees	ITK1115A	9.75	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	BLANK CDS	422023-6301 Special Department Supplies	ITK1115A	6.99	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	DUEL BAND N ROUTER	422023-6135 Repair/Maint Off Furn & Eqp	ITK1115A	172.93	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	WEBHOSTING SERVICES	0044-2068 Placentia Community Foundation	ITK1115A	41.94	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	EDUCATIONAL COMPUTER GAME	101572-6301 / 79164-6301 Special Department Supplies	ITK1115A	35.90	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	103041-6301 Special Department Supplies	ITK1115A	13.74	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK1115A	42.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PD WINDOW BLINDS	103041-6301 Special Department Supplies	ITK1115A	12.36	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PD BADGES	103040-6301	ITK1115A	798.58	OCTOBER 11		00074671	11/17/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY: V005008	BEHAVIOR ANALYSIS-REGISTRAR	103041-6250 Staff Training	ITK1115A	472.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICER INVOLVED SHOOTING-R	103041-6250 Staff Training	ITK1115A	226.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	AIRFARE-ADV HOMICE CLASS	103042-6250 Staff Training	ITK1115A	227.40	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	N.COUNTY SWAT CHIEFS MTG	103041-6301 Special Department Supplies	ITK1115A	114.19	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MEXICAN DRUG CARTEL-REGISTRAR	103041-6250 Staff Training	ITK1115A	40.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	STAFF DEVELOPMENT LUNCH	101512-6250 Staff Training	ITK1115A	153.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	LEADERSHIP SEMINAR-PD GROUP	103040-6245 Meetings & Conferences	ITK1115A	75.04	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	2011/12 CA PENAL CODE UPDATE	103040-6320 Books & Periodicals	ITK1115A	228.38	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	LEGAL REF GUIDES FOR SRO'S	103040-6320 Books & Periodicals	ITK1115A	48.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	103040-6315 Office Supplies	ITK1115A	110.71	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	CRIME PREVENTION SUPPLIES	213041-6301 Special Department Supplies	ITK1115A	424.50	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	AWARDS BENEFIT DINNER-PD	103040-6245 Meetings & Conferences	ITK1115A	85.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	HP LASERJET PRINTER	213041-6840 Machinery & Equipment	ITK1115A	296.39	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	102533-6315 Office Supplies	ITK1115A	29.08	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	SILK PLANTS-CITY HALL	433654-6301 Special Department Supplies	ITK1115A	334.37	OCTOBER 11		00074671	11/17/2011

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MW IP	US BANK CORPORATE PAY: V005008	SILK PLANTS-CITY HALL	333554-6355 Small Furniture & Fixture	ITK1115A	209.57	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	EXIT SIGNS	501515-6301 / 20018-6301 Special Department Supplies	ITK1115A	367.05	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE DUPLIES	102531-6315 Office Supplies	ITK1115A	70.34	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	BUSINESS MEETING LUNCH	0044-2042 / 45014-2042 Construction Deposits	ITK1115A	56.63	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK1115A	67.15	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	AIRPORT PARKING	101511-6245 Meetings & Conferences	ITK1115A	42.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	CAR WASH	433658-6301 Special Department Supplies	ITK1115A	16.99	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK1115A	71.36	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK1115A	67.16	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK1115A	70.52	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	GASOLINE	101511-5199 Other Employee Benefits	ITK1115A	68.51	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	FASTRAK	101511-5199 Other Employee Benefits	ITK1115A	40.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	CONFERENCE HOTEL-BUTZLAFF	101511-6245 Meetings & Conferences	ITK1115A	635.20	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	MICR TONER	102020-6315 Office Supplies	ITK1115A	628.86	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	PRINTER RIBBON	102020-6315 Office Supplies	ITK1115A	51.70	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: V005008	OFFICE SUPPLIES	102020-6315	ITK1115A	67.70	OCTOBER 11		00074671	11/17/2011

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	V005008		Office Supplies						
MW IP	US BANK CORPORATE PAY V005008	MISC PARADE SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1115A	46.26	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	RESROOM REPAIR SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1115A	43.24	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	CIRCUIT RELAY	433654-6130 Repair & Maint/Facilities	ITK1115A	18.77	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC LIGHTING SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1115A	325.34	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	CIRCUIT BREAKER	433654-6130 Repair & Maint/Facilities	ITK1115A	80.81	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	DOOR KNOBS, LOCKS & KEYS	433654-6130 Repair & Maint/Facilities	ITK1115A	468.92	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SWITCH PLATES, SWITCHERS	433654-6130 Repair & Maint/Facilities	ITK1115A	28.16	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	433654-6130 Repair & Maint/Facilities	ITK1115A	122.19	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	38.82	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SCPPOA MEMBERSHIP	104071-6250 Staff Training	ITK1115A	32.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	CTLC SUPPLIES	101572-6301 / 79164-6301 Special Department Supplies	ITK1115A	43.20	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	GOMEZ CENTER SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	48.45	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SR. CENTER SUPPLIES	101572-6301 / 79278-6301 Special Department Supplies	ITK1115A	90.93	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	WHITTEN CENTER SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	97.71	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE FESTIVAL SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	82.94	OCTOBER 11		00074671	11/17/2011

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MW IP	US BANK CORPORATE PAY V005008	PAY CAR SHOW SIGNS	0044-2067 / 79392-2067 Heritage Committee	ITK11115A	82.77	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HERITAGE FESTIVAL SUPPLIES	104071-6301 Special Department Supplies	ITK11115A	37.12	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HERITAGE FESTIVAL ADVERTISING	0044-2067 / 79392-2067 Heritage Committee	ITK11115A	125.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY DVD RENTAL/LJLICENSING FEES	104071-6301 / 79397-6301 Special Department Supplies	ITK11115A	321.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY DVD RENTAL/LJLICENSING FEES	104071-6301 / 79397-6301 Special Department Supplies	ITK11115A	321.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HOMICIDE INVEST HOTEL-REGER	213041-6250 Staff Training	ITK11115A	334.48	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HOMICIDE INVEST HOTEL-RADON	213041-6250 Staff Training	ITK11115A	334.48	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HOMICIDE INVEST HOTEL-AUDIS	213041-6250 Staff Training	ITK11115A	334.48	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY TARPS AND TIE DOWNS	0043-1505 Auto Supply Inventory	ITK11115A	90.19	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HOTEL CREDIT-KENEHAN	213041-6250 Staff Training	ITK11115A	-100.57	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HOTEL CREDIT-REGER	213041-6250 Staff Training	ITK11115A	-100.57	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY AUTO PARTS	0043-1505 Auto Supply Inventory	ITK11115A	1,704.82	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY AUTO PARTS	0043-1505 Auto Supply Inventory	ITK11115A	1,704.81	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY AUTO PARTS	0043-1505 Auto Supply Inventory	ITK11115A	140.90	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY AUTO PARTS	0043-1505 Auto Supply Inventory	ITK11115A	677.20	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY HOTEL CREDIT-RADOMSKI	213041-6250	ITK11115A	-100.57	OCTOBER 11		00074671	11/17/2011

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	V005008		Staff Training						
MW IP	US BANK CORPORATE PAY V005008	PAY: DISPATCH STAFF MTG LUNCH	103040-6301 Special Department Supplies	ITK1115A	119.56	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: PD MOTOR HELMET	103041-6360 Uniforms	ITK1115A	399.10	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: TRASH CAN FOR TRI CITY	103655-6301 Special Department Supplies	ITK1115A	111.82	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1115A	6.55	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1115A	90.28	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: CAR STOP FOR TRI CITY	103655-6301 Special Department Supplies	ITK1115A	73.26	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: PARK WALKWAY LIGHTS	103655-6301 Special Department Supplies	ITK1115A	51.94	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: REPAIR SIDEWALK	103655-6301 Special Department Supplies	ITK1115A	10.73	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: REPLACE RESTROOM DOOR	103655-6301 Special Department Supplies	ITK1115A	456.86	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: WINDOW	103655-6301 Special Department Supplies	ITK1115A	23.07	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: RESTROOM LIGHTS	103655-6301 Special Department Supplies	ITK1115A	66.12	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: PARK WALKWAY LIGHTS	103655-6301 Special Department Supplies	ITK1115A	217.30	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: TABLE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ITK1115A	60.03	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: DIRT FOR SPORTS COMPLEX	103655-6301 Special Department Supplies	ITK1115A	96.97	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAY: MISC SUPPLIES	433654-6399 Other Supplies	ITK1115A	46.30	OCTOBER 11		00074671	11/17/2011

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MW IP	US BANK CORPORATE PAY V005008	10/19/11 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK11115A	61.42	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	10/4/11 COUNCIL DINNER	101001-6245 Meetings & Conferences	ITK11115A	104.66	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	433654-6399 Other Supplies	ITK11115A	64.42	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	ORANGE PW T-SHIRTS	103655-6301 Special Department Supplies	ITK11115A	219.70	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	INTERVIEW PANEL LUNCH	101512-6250 Staff Training	ITK11115A	26.94	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PW SAFETY VIDEOS	103655-6301 Special Department Supplies	ITK11115A	177.84	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PD JEEP WATER PUMP	0043-1505 Auto Supply Inventory	ITK11115A	259.71	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK11115A	25.82	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	ITK11115A	57.79	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	INSECT/MOUSE REPELLENT	103655-6301 Special Department Supplies	ITK11115A	24.69	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC SUPPLIES	101004-6301 Special Department Supplies	ITK11115A	51.72	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	LEADERSHIP DEV-REG	103042-6250 Staff Training	ITK11115A	339.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	IPAD FOR PD	213041-6301 Special Department Supplies	ITK11115A	794.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	AIRFARE-NELSON	101001-6245 Meetings & Conferences	ITK11115A	431.40	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	AIRFARE-BUTZLAFF	101511-6245 Meetings & Conferences	ITK11115A	431.40	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	INVITATIONS	101004-6301	ITK11115A	10.33	OCTOBER 11		00074671	11/17/2011

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	V005008		Special Department Supplies						
MW IP	US BANK CORPORATE PAY V005008	HOTEL CREDIT-AUDISS	213041-6250 Staff Training	ITK1115A	-100.57	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	INTERVIEW PANEL LUNCH	101512-6245 Meetings & Conferences	ITK1115A	32.32	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	RACES VEST CLEANING CHARGE	101514-6301 Special Department Supplies	ITK1115A	49.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	POD EXERCISE SUPPLIES	101514-6301 / 21003-6301 Special Department Supplies	ITK1115A	37.44	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	POD EXERCISE SUPPLIES	101514-6301 / 21003-6301 Special Department Supplies	ITK1115A	21.34	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	OFFICE SUPPLIES	101514-6315 Office Supplies	ITK1115A	12.16	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	POD EXERCISE SUPPLIES	101514-6301 / 21003-6301 Special Department Supplies	ITK1115A	36.61	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	CONFERENCE HOTEL-YAMAGUCHI	101001-6245 Meetings & Conferences	ITK1115A	552.36	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	CREDIT	101001-6245 Meetings & Conferences	ITK1115A	-15.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	MISC P.A.R.K'S SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	74.42	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PEN REGISTER-O'NEIL HOMICIDE	103042-6301 Special Department Supplies	ITK1115A	299.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	TONER	101513-6315 Office Supplies	ITK1115A	72.01	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PD CAMERA/VIDEO CHARGES	103043-6301 / 50100-6301 Special Department Supplies	ITK1115A	55.93	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PLASTIC CASKET COVER	103041-6301 / 50402-6301 Special Department Supplies	ITK1115A	56.79	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PD DRY CLEANING CHARGES	103043-6360 / 50100-6360 Uniforms	ITK1115A	15.69	OCTOBER 11		00074671	11/17/2011

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MW IP	US BANK CORPORATE PAY V005008	40 CAL. AMMO-SWAT	103043-6301 / 50055-6301 Special Department Supplies	ITK1115A	317.86	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	EVIDENCE CANS & SWABS	103043-6301 / 50081-6301 Special Department Supplies	ITK1115A	133.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HAND SANITIZERS	103043-6301 / 50100-6301 Special Department Supplies	ITK1115A	17.95	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SUREFIRE BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ITK1115A	155.94	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SHIPPING CHARGES	103043-6301 / 50100-6301 Special Department Supplies	ITK1115A	8.91	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PD HONOR GUARD EQUIPMENT	103043-6301 / 50402-6301 Special Department Supplies	ITK1115A	373.71	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SUREFIRE BATTERIES	103043-6301 / 50100-6301 Special Department Supplies	ITK1115A	171.00	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	PAINT-HERITAGE CAR SHOW	104071-6301 Special Department Supplies	ITK1115A	32.28	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	18.86	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	26.88	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	44.82	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	104071-6301 Special Department Supplies	ITK1115A	150.60	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	HERITAGE SUPPLIES	0044-2067 / 79392-2067 Heritage Committee	ITK1115A	229.35	OCTOBER 11		00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	SMOG TESTING	0043-1505 Auto Supply Inventory	ITK1115A	35.00	OCTOBER 11	P05442	00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	KEY DUPLICATION	0043-1505 Auto Supply Inventory	ITK1115A	10.78	OCTOBER 11	P05448	00074671	11/17/2011
MW IP	US BANK CORPORATE PAY V005008	TIRE REPAIR	0043-1505	ITK1115A	462.59	OCTOBER 11	P05450	00074671	11/17/2011

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	V005008		Auto Supply Inventory						
MW IP	US BANK CORPORATE PAY: AUTO PARTS V005008		0043-1505 Auto Supply Inventory	ITK1115A	15.09	OCTOBER 11	P05474	00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: AUTO PARTS V005008		0043-1505 Auto Supply Inventory	ITK1115A	15.09	OCTOBER 11	P05474	00074671	11/17/2011
MW IP	US BANK CORPORATE PAY: AUTO PARTS V005008		0043-1505 Auto Supply Inventory	ITK1115A	28.44	OCTOBER 11	P05474	00074671	11/17/2011
			<b>Vendor Total:</b>		<b>25,571.76</b>				
MW OH	VALVERDE CONSTRUCTION EMERGENCY SEWER SPILL REPAIR V007502		484376-6999 Other Expenditure	TK1121D	11,900.00	14357	P06127	00074813	12/06/2011
			<b>Vendor Total:</b>		<b>11,900.00</b>				
MW OH	VANTAGEPOINT TRANSFER P/E 11/12/11 PD DATE 11/18/11 V007191		0048-2170 Deferred Comp Payable - ICMA	PY11023	2.02	2606/1101023		00074683	11/18/2011
MW OH	VANTAGEPOINT TRANSFER P/E 11/12/11 PD DATE 11/18/11 V007191		0029-2170 Deferred Comp Payable - ICMA	PY11023	1.34	2606/1101023		00074683	11/18/2011
MW OH	VANTAGEPOINT TRANSFER P/E 11/12/11 PD DATE 11/18/11 V007191		0010-2170 Deferred Comp Payable - ICMA	PY11023	242.24	2606/1101023		00074683	11/18/2011
			<b>Vendor Total:</b>		<b>245.60</b>				
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1121D	297.78	574983	P05473	00074814	12/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1121D	294.84	574984	P05473	00074814	12/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1121D	371.79	578700	P05473	00074814	12/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1121D	132.54	578701	P05473	00074814	12/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1121D	370.32	581921	P05473	00074814	12/06/2011
MW OH	VULCAN MATERIALS COMI PAVING ASPHALT V001102		103652-6301 Special Department Supplies	TK1121D	297.78	581922	P05473	00074814	12/06/2011

**City of Placentia**  
**Warrant Register**  
**For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1121D	176.71	581923	P05473	00074814	12/06/2011
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK1121D	176.71	581924	P05473	00074814	12/06/2011
			<b>Vendor Total:</b>		<b>2,118.47</b>				
MW OH	WAGE WORKS INC V000283	P/E 11/12/11 PD DATE 11/18/11	0037-2188 Health Care SSA	PY11023	0.96	2655/1101023		00074684	11/18/2011
MW OH	WAGE WORKS INC V000283	P/E 11/12/11 PD DATE 11/18/11	0010-2188 Health Care SSA	PY11023	170.09	2655/1101023		00074684	11/18/2011
			<b>Vendor Total:</b>		<b>171.05</b>				
MW OH	WELLS, TOM V008010	PARTIAL REFUND-TREE TRIMMING	0044-2039 Tree Trimming Deposits	TK1121D	216.30	110811	P06135	00074815	12/06/2011
			<b>Vendor Total:</b>		<b>216.30</b>				
MW OH	WEST COAST ARBORISTS II V001124	SEPT CITY TREE TRIMMING	103655-6115 Landscaping	TK1121D	5,020.50	75418	P05512	00074816	12/06/2011
			<b>Vendor Total:</b>		<b>5,020.50</b>				
MW OH	WETZEL, LAUREN V008016	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK1121D	100.00	74494		00074817	12/06/2011
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	WILLDAN ASSOCIATES V001127	SEPT CITY ENGINEERING SRVS	484356-6015 Engineering Services	TK1121D	6,720.00	003-12275	P05497	00074818	12/06/2011
MW OH	WILLDAN ASSOCIATES V001127	AUG TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK1121D	4,200.00	006-11016	P05498	00074818	12/06/2011
MW OH	WILLDAN ASSOCIATES V001127	SEPT TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK1121D	4,480.00	006-11077	P05498	00074818	12/06/2011
MW OH	WILLDAN ASSOCIATES V001127	MADISON & BRADFORD STREET F	333552-6185 / 6100440600-6185 Construction Services	TK1121D	16,372.50	004-10861	P06103	00074818	12/06/2011
			<b>Vendor Total:</b>		<b>31,772.50</b>				
MW OH	WILLDAN ENGINEERING V006688	AUG CONST MNGMT	333555-6185 / 6104940023-6185 Construction Services	TK1121D	3,558.00	00411023	P05779	00074819	12/06/2011

**City of Placentia  
Warrant Register  
For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WILLDAN ENGINEERING V006688	SEPT CONST MNGMT	333555-6185 / 6104940023-6185 Construction Services	TK1121D	14,295.00	006-110066B	P05779	00074819	12/06/2011
MW OH	WILLDAN ENGINEERING V006688	SEPT MATERIAL TESTING	333555-6185 / 6104940023-6185 Construction Services	TK1121D	1,302.50	004-11066A	P06117	00074819	12/06/2011
MW OH	WILLDAN ENGINEERING V006688	SEPT FIELD SURVEY	333555-6185 / 6104940023-6185 Construction Services	TK1121D	4,160.00	004-11066	P06118	00074819	12/06/2011
		<b>Vendor Total:</b>			<b>23,315.50</b>				
MW OH	WILLIAMS ARCHITECTS V007445	ARCHITECTURAL DESIGN SRVS-G	333554-6015 / 6107040133-6015 Engineering Services	TK1121D	2,368.00	101111	P06091	00074820	12/06/2011
MW OH	XCS DOCUMENT MANAGEN V006561	ANNUAL COPIER MAINTENANCE	103550-6135 Repair/Maint Off Furn & Eq	TK1121D	2,368.00	026198	P06052	00074821	12/06/2011
MW IP	YORBA LINDA WATER DIST V001148	OCT WATER CHARGES	431010-6335 Water	YTK1115A	339.23	102411		00074672	11/17/2011
		<b>Vendor Total:</b>			<b>1,170.64</b>				
MW OH	YOUNG REMBRANDTS V005204	FALL INSTRUCTOR PAYMENT	104071-6060 / 79248-6060 Instructional Services	TK1121D	99.45	FALL 11	P06088	00074822	12/06/2011
		<b>Vendor Total:</b>			<b>99.45</b>				
MW OH	ZAMBRANO, FELIPE V003496	REIMBURSEMENT-MISC SUPPLIES	104071-6301 Special Department Supplies	TK1121D	132.63	111511	P06109	00074823	12/06/2011
		<b>Vendor Total:</b>			<b>132.63</b>				
MW OH	ZAMORA, ENRIQUE V008008	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK1121D	150.00	74212		00074824	12/06/2011
		<b>Vendor Total:</b>			<b>150.00</b>				
		<b>Type Total:</b>			<b>561,008.45</b>				
		<b>Warrant Total:</b>			<b>630,262.47</b>				

**City of Placentia**  
**RDA - Warrant Register**  
**For 12/6/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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**Grand Total:** 90.00

<u>Warrant Totals by ID</u>	
AP	0.00
EP	90.00
IP	0.00
OP	0.00

<u>Warrant Totals by Fund</u>	
410-RDA Capital Projects	90.00

**Void Total:** 0.00  
**Warrant Total:** 90.00

**Warrant Total:** 90.00

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

**1d**  
**December 6, 2011**

**City of Placentia**  
**RDA - Warrant Register**  
**For 11/28/2011**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 11/12/11 PD DATE 11/18/11	0035-2170 Deferred Comp Payable - ICMA	PY11023	90.00	2995/1101023		00002877	11/18/2011
				<b>Vendor Total:</b>	<b>90.00</b>				
				<b>Type Total:</b>	<b>90.00</b>				
				<b>Warrant Total:</b>	<b>90.00</b>				



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 6, 2011

SUBJECT: **RESOLUTION APPROVING INVESTMENT POLICY FOR 2012**

FISCAL  
IMPACT: EXPENSE: NONE  
BUDGETED: NONE

### **SUMMARY:**

In 1984, the State Legislature passed AB 1073 requiring public agencies to annually adopt a Statement of Investment Policy. Even though the requirements set forth by AB 1073 "sunset" a number of years ago, the Director of Finance continued to provide an annual resolution outlining the subsequent calendar year's Statement of Investment Policy.

As a direct result of the Orange County Investment Pool bankruptcy, the State passed new legislation effective January 1, 1996 reestablishing the requirement for both an annual Investment Policy and a monthly Treasurer's Report. SB 564 (Johnson) and SB 866 (Craven) also modified existing authorized investment securities that a local agency may invest in. Although subsequent legislation no longer requires that a Statement of Investment Policy be presented to the City Council, the Director of Finance believes that presentation of a Statement of Investment Policy continues to be appropriate action to maintain transparency. This action approves a resolution establishing the City's investment policy for calendar year 2012.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2011-\_\_\_\_, A Resolution of the City Council of the City of Placentia, California Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for calendar year 2012 and
2. Receive and file the Investment Policy for calendar year 2012.

**1e**

**December 6, 2011**

## **DISCUSSION:**

Attached is the resolution describing the City's investment policy. The 2012 Investment Policy incorporates professional standards recommended by the California Municipal Treasurer's Association, the California Society of Municipal Finance Officers, and the California County Treasurers' Association.

### **Constraints**

The City of Placentia operates its investment program with many Federal, State and self-imposed constraints. It does not buy stocks, commercial paper or medium term notes; it does not deal in futures and options. The City does not invest in inverse floaters, range notes, structured notes, or interest only strips that are derived from a pool of mortgages. Longer term investments are limited to remaining maturities of five years or less.

### **Daily Operations**

Normally, the City of Placentia places most of its surplus funds in the State Local Agency Investment Fund (LAIF); U.S. Treasury Securities Mutual Funds; in short-term (one-year or less) government securities and in certificates of deposit (CD's) with banks and savings and loan associations. As a matter of policy, CD's are invested in lots of \$99,000 so as to be insured 100% by the Federal Government through FSLIC or FDIC. In the event that deposits are made in lots greater than \$100,000, we require collateralization at 110% of value. These investment tools allow a competitive investment yield, while providing a high level of safety and liquidity for the City's portfolio.

### **Scope**

The City's Investment Policy applies to all City pooled idle cash. This policy does not apply to the investment of bond monies or other monies required to be segregated in separate bank accounts. Bond proceeds include, but are not limited to, tax-exempt general obligation bonds, special assessment bonds, Mello/Marks-Roos bonds, tax and revenue anticipation notes (TRANS) and taxable notes and bonds. Bond proceeds will be invested

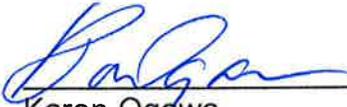
according to the terms of the City Council approved bond documents. Bond proceeds are usually invested 100% in either a guaranteed investment contract (GIC), U.S. government securities, LAIF, and/or deposited with a bank trustee.

Reviewed and approved:



Craig Green  
City Treasurer

Reviewed and approved:



Karen Ogawa  
Director of Finance

Reviewed and approved:



Troy L. Butzlaff ICMA/CM  
City Administrator

Attachment:

Resolution No. R-2011-\_\_

RESOLUTION NO. R-2011-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE YEAR 2012.

**A. Recitals.**

(i). California Government Code § 53646 provides that the Treasurer or Chief Fiscal Officer of the City of Placentia may annually provide a Statement of Investment Policy to the City Council and the Financial Audit Committee.

(ii). The Director of Finance and City Treasurer of the City of Placentia have prepared for approval the 2012 Annual Statement of Investment Policy as set forth below.

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

**B. Resolution.**

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

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

2. The following Annual Statement of Investment Policy for the City of Placentia hereby is adopted for the calendar year 2012, in compliance with California Government Code §. 53646.

3. The Director of Finance shall provide the Annual Statement of Investment Policy to each member of the Financial Audit Committee.

4. The City of Placentia Calendar Year 2012 Investment Policy shall be as set forth herein:

**2012 INVESTMENT POLICY**

**A. PURPOSE**

This Statement of Investment Policy is intended to provide guidelines for the prudent investment of the City's temporary idle cash, excluding bond proceeds, and outline the policies for

maximizing the efficiency of the City's cash management system. The ultimate goal is to enhance the economic status of the City while protecting its pooled cash investments.

## **B. OBJECTIVE**

The City's cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City to invest funds to the fullest extent possible. The City attempts to obtain a market-average rate of return after the fundamental requirements of safety and liquidity have been met.

## **C. POLICY**

The City of Placentia operates its temporary pooled idle cash investments under the Prudent Person Rule (California Civil Code § 2261, *et seq.*) This affords the City a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under current legislation of the State of California (California Government Code § 53600, *et seq.*) Criteria for selecting investments and the absolute order of priority are:

- (1). **Safety:** Safeguard the City's invested principal.
- (2). **Liquidity:** Sufficient liquidity to meet anticipated and emergency cash needs.
- (3). **Yield:** Investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

Most investments are highly liquid, with the exception of collateralized or insured term certificates of deposit issued by banks and savings and loans. Certificate maturities are selected to anticipate cash needs, thereby obviating the need for forced liquidation and the accompanying loss of interest payment.

**D. City Constraints.** The City of Placentia operates its investment program with many Federal, State and self-imposed constraints. It does not buy stocks, commercial paper or medium term notes; it does not deal in futures and options.

The City shall not invest in inverse floaters, range notes, structured notes, or interest only strips that are derived from a pool of mortgages. The City is prohibited from investing in any security that could result in zero interest accrual if held to maturity.

The City does not invest directly in reverse repurchase agreements. However, the City invests in the State of California Investment Pool which may periodically invest up to 10% of its portfolios in reverse repurchase agreements. This Investment Policy further does not permit investments in non-government asset-backed securities such as mortgage pass-through securities, collateralized mortgage obligations, equipment lease-backed certificates and receivable-backed securities. Longer term investments (over one year) are limited to remaining maturities of five years or less, unless specifically authorized on a case-by-case basis by the City Council less than three (3) months before the investment.

#### **E. CITY AUTHORIZED INVESTMENTS**

**(1) Securities of the U.S. Government:** United States Treasury bills, notes, and bonds are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category. Maturities are limited to a remaining maximum of five years.

**(2) Securities of U.S. Government-Sponsored Agencies:** The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum of 30 percent of the City's total portfolio (maximum of 15% invested with any one issuer) with a maximum remaining maturity of five years. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.

The City may purchase U.S. Government securities on a forward commitment/when issued basis at fixed purchase terms of periods of up to 45 days between the commitment and settlement dates.

**(3) Negotiable Certificates of Deposit (NCDs):** NCDs will only be placed with federal and state savings and loan associations and federal and state chartered banks with an office in the State of California. The City may invest up to 30 percent of surplus funds in NCDs limited to institutions rated "Aa" or better by Moody's or "AA-" or better by Standard and Poor's CD Rating Services. NCDs are liquid, trading actively in the secondary market.

**(4) Certificates of Deposit (or Time Deposits):** CDs allow the City to select the exact amount and day of maturity as

well as the exact depository. The first \$100,000 of a deposit is federally insured by FSLIC or FDIC. Beyond that amount, these CDs must be collateralized with the collateral held separately from the issuing institution. The value of the investment must have collateral of at least 110 percent if government securities, or collateral of at least 150 percent if mortgage-backed securities. The law does not limit investments in CDs, however, this Investment Policy shall limit such investments to a maximum of 40 percent of the portfolio and to a maximum of 15 percent deposited in any one institution. In addition, time deposits shall only be placed in institutions which are profitable, with an office in the State of California, have a debt to total asset ratio of 5% or better, a Sheshunoff rating of 3 or less, and \$100,000,000 or more in total assets.

**(5) Bankers Acceptances:** BAs are bills of exchange or time drafts drawn on and accepted by commercial banks which are eligible for purchase by the Federal Reserve System. BAs are used to facilitate the shipment and storage of specific merchandise both internationally and within the United States. They are collateralized by the goods being shipped as well as the credit worthiness of the issuing institution. Purchases of these instruments may not exceed 180 bankers days maturity and this Investment Policy limits such investments to a maximum of 30 percent of the portfolio.

**(6) Local Agency Investment Fund (LAIF):** LAIF was created by the State Treasury in 1977 by Assembly Bill 3107 for the benefit of local agencies. Temporary surplus cash deposited by local governments are pooled with State surplus cash on a daily basis creating a multi-billion dollar professionally administered money pool which earns a competitive money market rate of return. It offers high liquidity because deposits can be converted to cash and wired to the City/Agency checking account in 24 hours. Because interest earnings are computed on a daily basis no interest is lost when withdrawing (transferring) funds. Government Code Section 16429.3 specifically states that deposits in LAIF are not subject to impoundment or seizure by any State agency or official.

**(7) Repurchase Agreements (Repos):** Repos are an agreement to purchase a security with the contractual obligation to sell such a security back at a future time at a higher fixed price. The maturity of repurchase agreements per this Investment Policy shall be limited to between one and 30 days and shall not exceed 30 percent of the City's portfolio. The market value of securities used as collateral for repurchase agreements shall be monitored and will not be allowed to fall below 102 percent of the value of the repurchase agreement. In order to conform with provisions of the Federal Bankruptcy Code,

which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be securities that are direct obligations of or that are fully guaranteed by the United States or any agency of the United States.

**(8) U.S. Treasury Securities Mutual Funds:** Mutual Funds qualifying for City investment must restrict their portfolios to U.S. Treasury bills, notes, bonds or repurchase agreements secured by those obligations. The Mutual Fund must invest in securities that mature in 397 days or less, maintain a dollar-weighted average of 90 days or less, and provide daily liquidity. Additionally, their portfolios must be S.E.C. registered, subject to independent annual audits, and be rated in the highest category of Standard & Poor's and Moody's. A maximum of 20 percent of the City's portfolio may be so invested with a State-imposed 10 percent limit invested in any one mutual fund.

**(9) Passbook Savings:** Passbook Savings account allows the City to transfer money from checking to savings and earn short-term on odd amounts of money which are not available for longer investment. The interest rates are relatively low but the savings account allows flexibility in that funds can be deposited and withdrawn according to daily needs.

**(10) Money Market Funds:** Money Mark Funds are limited to a maximum of 20 percent of the City's portfolio with a State-imposed 10 percent limit invested in any one mutual fund. The funds must be rated in the highest category of Moody's or Standard and Poor's, or must be administered by a domestic bank with long-term debt rated in one of the top two categories of Moody's or Standard and Poor's.

The City strives to maintain the level of investment of all funds as near 100% as possible, through daily and projected cash flow determinations. Idle cash management and investment transactions are the responsibility of the City Treasurer and the Director of Finance.

**(11) Safekeeping:** Securities purchased from brokers/dealers (on which maturity is greater than 30 days) shall be held in third party safekeeping with BNY Western Trust Company or other City designee in local agency's name and control. All purchases will be on a delivery versus payment basis. Evidence of accounts for certificates of deposit will be held in the City's vault.

**F. REPORTING.** Monthly Report - A monthly investment report shall be submitted to the City Council. This report will include the following elements:

- (1) Type of investment, issuer, maturity, par and dollar amount invested.
- (2) Weighted average maturity of investments.
- (3) Funds managed by contracted parties including loans.
- (4) Market value and source of valuation.
- (5) Description of compliance with Policy.
- (6) City's ability to meet six (6) months cash needs; or why not.

To maximize investment income, the City of Placentia uses available, economically feasible investment aids. Economic conditions and various money markets are monitored in order to access the probable course of market rates.

The final basic premise underlying the City of Placentia investment policy is to ensure the safety of principal and to provide money when needed. Achieving a market average rate return (six-month Treasury bills) on investments, though important, ranks third in the priority of investment strategy.

2. The Mayor shall sign this Resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED AND ADOPTED this 6<sup>th</sup> day of December, 2011.

---

SCOTT W. 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 6<sup>th</sup> day of December, 2011, by the following vote:

AYES: COUNCILMEMBER:

NOES: COUNCILMEMBER:

ABSENT: COUNCILMEMBER:

ABSTAIN: COUNCILMEMBER:

---

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: DECEMBER 6, 2011  
SUBJECT: **M2 EXPENDITURE REPORT FOR FISCAL YEAR 2010-11**  
FISCAL  
IMPACT: NONE

### **SUMMARY:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a one-half percent sales tax for a 20 year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M (M2). Renewed Measure M (M2) is a 30-year, multi-billion dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local turn back funds each year. Adoption of the Resolution will approve and adopt the M2 Expenditure Report for submittal to Orange County Transportation Authority (OCTA) as part of Renewed Measure M (M2) compliance.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

- 1.) Adopt Resolution No. R-2011 - , A Resolution of the City Council of the City of Placentia, California, to receive and file the M2 Expenditure Report for Fiscal Year 2010-11.

### **DISCUSSION:**

The expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to Renewed Measure M (M2) and other improvement funds. The report accounts for funds received, interest earned, and use of Renewed Measure M (M2) and other funds. The report is used to validate eligible use of funds and must be submitted within six (6) months of the end of the City's fiscal year.

**1f**

**December 6, 2011**

**FISCAL IMPACT:**

There is no fiscal impact. The M2 Expenditure Report is a receive and file document that is a required component of Renewed Measure M (M2) compliance and must be submitted in order to qualify for current and future Renewed Measure M (M2) funding.

Prepared by:

  
\_\_\_\_\_  
Karen Ogawa  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Troy L. Butzlaff, CMA-CM  
City Administrator

Attachments:

Resolution No. R-2011-

RESOLUTION No. R-2011-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA RECEIVE AND FILE THE M2  
EXPENDITURE REPORT FOR FISCAL YEAR 2010-11

**A. Recitals.**

The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(i) The City of Placentia receive and file the M2 Expenditure Report for Fiscal Year 2010-11.

**B. Resolution.**

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

1. Receive and file M2 Expenditure Report for Fiscal Year 2010-11 (Exhibit "A").

2. Inform Orange County Transportation Authority (OCTA) that the M2 Expenditure Report for Fiscal Year 2010-11 (Exhibit "A") has been received and filed by the City of Placentia.

PASSED and ADOPTED this 6th day of December 2011.

\_\_\_\_\_  
SCOTT W. 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 6th day of December 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

EXHIBIT "A"

City of Placentia

**M2 Expenditure Report  
Fiscal Year Ended June 30, 2011  
Beginning and Ending Balances**

Description	Line No.	Amount
Balances at Beginning of Fiscal Year		
M2 Fairshare	1	\$ -
M2 Fairshare Interest	2	\$ -
M2 CTFP	3	\$ -
M2 CTFP Interest	4	\$ -
Other M2 Funding	5	\$ -
Other M2 Interest	6	\$ -
Other*	7	\$ -
Balances at Beginning of Fiscal Year (Sum Line 1 to 7)	8	\$ -
Monies Made Available During Fiscal Year	9	\$ -
Total Monies Available (Sum Lines 8 & 9)	10	\$ -
Expenditures During Fiscal Year	11	\$ -
Balances at End of Fiscal Year		
M2 Fairshare	12	\$ -
M2 Fairshare Interest	13	\$ -
M2 CTFP	14	\$ -
M2 CTFP Interest	15	\$ -
Other M2 Funding	16	\$ -
Other M2 Interest	17	\$ -
Other*	18	\$ -

\* Please provide a specific description

CTFP - Combined Transportation Funding Program

I certify that all the information above herein is true and accurate to the best of my knowledge:



\_\_\_\_\_  
Director of Finance

11/28/2011  
\_\_\_\_\_  
Date



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 6, 2011

SUBJECT: **APPROVE COOPERATIVE AGREEMENT C-1-3024 BETWEEN THE ORANGE COUNTY TRANSPORTATION AUTHORITY AND THE CITY OF PLACENTIA FOR THE TUSTIN AVENUE/ROSE DRIVE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT**

FISCAL  
IMPACT: EXPENSE: \$20,000 LOCAL MATCH  
OFFSETTING REVENUE: AIR QUALITY MANAGEMENT DISTRICT  
(AB 2766 FUNDS)

### **SUMMARY:**

The Orange County Transportation Authority (OCTA) combined the Signal Improvement Program funds from Measure M with matching funds from Proposition 1B to create the Traffic Signal Synchronization Program (TSSP). OCTA requires a Cooperative Agreement be signed to construct and implement the Tustin Avenue/Rose Drive Regional Traffic Signal Synchronization Program "TSSP" Project. In addition to signal synchronization timing development and implementation, the City will be receiving seven (7) new upgraded controllers and switches for improved traffic signal communications. An allocation for central system software and equipment at City Hall is also included. This action will approve a Cooperative Agreement between the City and OCTA for implementation of the project.

### **RECOMMENDATION:**

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

1. Approve the attached Cooperative Agreement C-1-3024 between the City of Placentia and the Orange County Transportation Authority for the implementation of the Tustin Avenue/Rose Drive Project funded as part of the Measure M2 Regional Traffic Signal Synchronization Program (Project P).
2. Authorize the Mayor to execute the Cooperative Agreement on behalf of the City.
3. Approve the attached budget resolution appropriating \$20,000 to Account 333552-6185 J/L 6800240019 (Capital Projects – Tustin/Rose Drive Regional Traffic Signal Synchronization Program Project M2).

**1g**

**December 6, 2011**

**DISCUSSION:**

OCTA considers coordinating traffic signals across jurisdictional boundaries a major component in enhancing Countywide traffic flow and reducing congestion. The OCTA, Caltrans and cities of Santa Ana, Tustin, Orange, Anaheim, and Placentia have determined the Tustin Avenue/Rose Drive Regional Traffic Signal Synchronization Program (TSSP) Project to be a corridor enhancement in Orange County worth funding through Measure M2. The Tustin/Rose Drive traffic corridor has high traffic volumes and will see a measurable benefit of interagency signal synchronization through cooperative time-based coordination. On June 21, 2011, the Placentia City Council approved a Resolution of Support that was included with the project application and considered for approval by the OCTA Board.

The project will include approximately forty-three (43) traffic signals along Tustin Avenue/Rose Drive. The City of Placentia has seven (7) signals between Orangethorpe Avenue and Yorba Linda Boulevard that will be upgraded. The project will include primary implementation in the first year and eligible ongoing signal synchronization maintenance and operation through the balance of the three-year project period. The total grant amount is \$854,000 of which \$100,000 is allocated to the City of Placentia. A 20% local match, in the amount of \$20,000, is required by OCTA.

**FISCAL IMPACT:**

As a result of the project improving traffic flow and helping to reduce emissions, Staff proposes to use available AB 2766 funding from the Air Quality Management District to fund the \$20,000 local match.

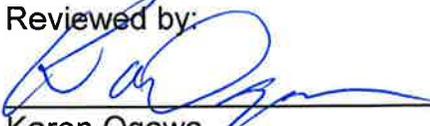
Prepared by:

  
\_\_\_\_\_  
Steve Drinovsky,  
Director of Public Works

Reviewed and approved:

  
\_\_\_\_\_  
Troy L. Butzlaff, CMA-CM  
City Administrator

Reviewed by:

  
\_\_\_\_\_  
Karen Ogawa  
Director of Finance

Reviewed by:

  
\_\_\_\_\_  
Kenneth A. Domer  
Assistant City Administrator

Attachments: As Stated

**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 \$20,000.00 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	Construction	Public Works	333552-6185 68002	20,000.00
	Fund Balance	Public Works	0033-3001	(20,000.00)
				<u>\$ 0</u>

PASSED, ADOPTED AND APPROVED this 6<sup>th</sup> day of December, 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 6<sup>th</sup> day of December, 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



1 to designate the AUTHORITY and AUTHORITY agrees to act as the implementing agency to carry out  
2 the signal coordination PROJECT; and

3 **WHEREAS**, the PROJECT will include approximately forty-three (43) traffic signals as  
4 identified in the APPLICATION and illustrated in the PROJECT Scope of Work, which is attached  
5 and referred to herein as Attachment A; and

6 **WHEREAS**, the PROJECT will include elements identified in the APPLICATION including  
7 certain hardware and software upgrades to traffic controllers, traffic telecommunications and intertie  
8 systems, central traffic master controllers and associated systems (hereinafter collectively referred  
9 to as "TRAFFIC CONTROL ELEMENTS"), will be constructed and/or installed and implemented as  
10 part of the PROJECT as identified in Attachment A; and

11 **WHEREAS**, AUTHORITY agrees to work with PARTICIPATING AGENCIES to coordinate  
12 the inclusion of other traffic control elements that must be installed at the same time as the  
13 construction of the PROJECT that are NOT included in Attachment A and will be the responsibility of  
14 the AGENCY owning each and any of those traffic control elements during the course of the project;  
15 and

16 **WHEREAS** AUTHORITY agrees to implement the PROJECT based on Attachment A. The  
17 PARTICIPATING AGENCIES agree to a combined cash and in-kind match of one hundred, seventy  
18 thousand, eight hundred dollars (\$170,800.00), equivalent to twenty percent (20%) of the PROJECT  
19 cost (see Attachment B); and

20 **WHEREAS**, AUTHORITY and the PARTICIPATING AGENCIES desire to enter into this  
21 Agreement to implement the PROJECT in support of Project P as part of M2; and

22 **WHEREAS**, this Cooperative Agreement defines the specific terms, conditions and funding  
23 responsibilities between the AUTHORITY and the PARTICIPATING AGENCIES for the implementation  
24 of the PROJECT.

25 **WHEREAS**, the Orange County Transportation Authority Board of Directors approved funding  
26 for the PROJECT and authorized the Chief Executive Officer to negotiate and execute this cooperative

1 agreement on June 13, 2011.

2       **WHEREAS**, the CITY of Anaheim's City Council approved this Agreement on the \_\_\_\_ day of  
3 \_\_\_\_\_, 20\_\_\_\_.

4       **WHEREAS**, the CITY of Orange's City Council approved this Agreement on the \_\_\_\_ day of  
5 \_\_\_\_\_, 20\_\_\_\_.

6       **WHEREAS**, the CITY of Placentia's City Council approved this Agreement on the \_\_\_\_ day of  
7 \_\_\_\_\_, 20\_\_\_\_.

8       **WHEREAS**, the CITY of Santa Ana's City Council approved this Agreement on the \_\_\_\_ day  
9 of \_\_\_\_\_, 20\_\_\_\_.

10       **WHEREAS**, the CITY of Tustin's City Council approved this Agreement on the \_\_\_\_ day of  
11 \_\_\_\_\_, 20\_\_\_\_.

12       **WHEREAS**, the State of California Department of Transportation's Deputy District Director of  
13 Operations approved this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

14       **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and the  
15 PARTICIPATING AGENCIES as follows:

16       **ARTICLE 1. COMPLETE AGREEMENT**

17       A.     This Agreement, including any attachments incorporated herein and made applicable by  
18 reference, constitutes the complete and exclusive statement of the terms and conditions of this  
19 Agreement between AUTHORITY and the PARTICIPATING AGENCIES and it supersedes all prior  
20 representations, understandings and communications between the parties. The invalidity in whole or in  
21 part of any term or condition of this Agreement shall not affect the validity of other term(s) or  
22 conditions(s) of this Agreement. The above referenced Recitals are true and correct and are  
23 incorporated by reference herein.

24       B.     AUTHORITY's failure to insist on any instance(s) of PARTICIPATING AGENCIES's  
25 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
26 relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or

1 condition(s), and AGENCY's obligation in respect thereto shall continue in full force and effect. Changes  
2 to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically  
3 confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to  
4 this Agreement and issued in accordance with the provisions of this Agreement.

5 C. PARTICIPATING AGENCIES's failure to insist on any instance(s) of AUTHORITY's  
6 performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or  
7 relinquishment of PARTICIPATING AGENCY's right to such performance or to future performance of  
8 such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force  
9 and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING  
10 AGENCIES except when specifically confirmed in writing by an authorized representative of  
11 PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in  
12 accordance with the provisions of this Agreement.

13 **ARTICLE 2. SCOPE OF AGREEMENT**

14 This Agreement specifies the roles and responsibilities of the PARTIES as they pertain to the  
15 subjects and projects addressed herein. Both AUTHORITY and PARTICIPATING AGENCIES agree  
16 that each will cooperate and coordinate with the other in all activities covered by this Agreement and  
17 any other supplemental agreements that may be required to facilitate purposes thereof.

18 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

19 AUTHORITY agrees to the following responsibilities for funding of the PROJECT:

20 A. AUTHORITY shall implement the PROJECT based on the APPLICATION prepared by  
21 the APPLICANT AGENCY in accordance with the policies and procedures contained in the CTFP  
22 Guidelines.

23 B. AUTHORITY shall provide oversight in order to maintain inter-jurisdictional traffic signal  
24 operational integrity between PROJECT and other existing and new M2 Project P funded projects.

25 C. AUTHORITY shall perform web-based public outreach activities for the project to  
26 communicate major project milestones and results.

1 D. AUTHORITY shall provide formats, templates, and guidance in reporting requirements  
2 as described in CTFP.

3 E. AUTHORITY, or agents of AUTHORITY, may upon close-out of PROJECT under this  
4 Agreement, perform an audit and or technical review to ensure that the CTFP Guidelines policies and  
5 procedures were followed. Such an audit shall be performed within one hundred and eighty (180) days  
6 after the PROJECT three-year grant period is complete. If the audit or technical review determines that  
7 any of the activities performed are ineligible for CTFP funding, PARTICIPATING AGENCIES must  
8 return the amount of funding used to perform the ineligible activity to AUTHORITY.

9 F. AUTHORITY will invoice the PARTICIPATING AGENCIES as identified in the  
10 PROJECT 2010 CALL APPLICATION and Attachment B for the dollar match at the start of the  
11 PROJECT.

12 G. AUTHORITY will request updates on the PROJECT as part of semi-annual review  
13 process, including documentation of in-kind match conforming to Attachment B and will include the  
14 PROJECT in the list of active projects in OCFundtracker until completion of the three year grant period.  
15 Documents to be provided include, but are not limited to, payroll records, contracts, and purchase  
16 orders.

17 **ARTICLE 4. RESPONSIBILITES OF THE AUTHORITY AS PROJECT LEAD AGENCY**

18 The AUTHORITY as the LEAD AGENCY agrees to the following responsibilities for the  
19 implementation of the PROJECT:

20 A. AUTHORITY will act as the LEAD AGENCY for the work necessary to manage, procure,  
21 and complete the PROJECT as identified in Attachment A, which is attached to and, by this reference,  
22 incorporated in and made a part of this agreement.

23 B. To coordinate outreach with the PARTICIPATING AGENCIES for the PROJECT.

24 C. To collect manual intersection movement and automated machine traffic counts.

25 D. To develop new timing plans optimized for signal synchronization.

26 /

1 E. To provide updated timing plans and traffic count data to the PARTICIPATING  
2 AGENCIES.

3 F. To prepare a "Before and After Study" for the PROJECT. As described in the Measure  
4 M2 Eligibility Guidelines adopted by the AUTHORITY, the "Before and After Study" for the project is  
5 considered the equivalent of the required Project Final Report (Measure M2 Ordinance No. 3, Section  
6 B.III.9) for the project. The AUTHORITY shall provide the "Before and After Study" to the  
7 PARTICIPATING AGENCIES in draft and final formats for comment and comments shall be noted in  
8 the final study.

9 G. To provide Ongoing Maintenance and Operation of optimized signal timing after Primary  
10 Implementation of the PROJECT is completed and continue until the end of the three year grant period.

11 **ARTICLE 5. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES**

12 The PARTICIPATING AGENCIES agree to the following responsibilities for implementation  
13 and funding of the PROJECT:

14 A. Provide a technical representative to meet and participate as a member of the  
15 project's Traffic Forum.

16 B. To authorize the AUTHORITY to manage, procure, and implement all aspects of the  
17 project.

18 C. To participate and support the PROJECT implementation within the timeframe  
19 outlined in the APPLICATION and consistent with the CTFP Guidelines adopted by the  
20 AUTHORITY.

21 D. To provide the AUTHORITY all current intersection, local field master, and/or central  
22 control system timing plans and related data upon request.

23 E. To provide the local match and/or documentation for the in-kind services for the  
24 project in accordance with Attachment B. Failure to provide included match and/or evidence of in-  
25 kind service may result in the loss of future participation for competitive funds.

26 /

1 F. PARTICIPATING AGENCIES that have included a dollar match as identified in  
2 Attachment B shall provide payment for the dollar match to the AUTHORITY within 30 calendar days of  
3 receipt of an invoice.

4 G. PARTICIPATING AGENCIES that have included an in-kind match as identified in  
5 Attachment B shall provide documentation of conformance as part of the semi-annual review process.

6 H. PARTICIPATING AGENCIES shall provide updates to the AUTHORITY on the  
7 PROJECT as part of semi-annual review process until completion of the three year PROJECT grant  
8 period. Documents to be provided include, but are not limited to, payroll records, contracts, and  
9 purchase orders.

10 I. PARTICIPATING AGENCIES shall continue Ongoing Maintenance and Operation after  
11 the three year grant period is complete and continue until the end of the PROJECT if specified as part  
12 of the Attachment A Maintenance of Effort section.

13 **ARTICLE 6. DELEGATED AUTHORITY**

14 The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this  
15 Agreement are delegated to its City Managers, or equivalent designee, and the actions required to be  
16 taken by AUTHORITY in the implementation of this Agreement are delegated to AUTHORITY's Chief  
17 Executive Officer.

18 **ARTICLE 7. AUDIT AND INSPECTION**

19 AUTHORITY and PARTICIPATING AGENCIES shall maintain a complete set of records in  
20 accordance with generally accepted accounting principles. Upon reasonable notice, PARTICIPATING  
21 AGENCIES shall permit the authorized representatives of the AUTHORITY to inspect and audit all  
22 work, materials, payroll, books, accounts, and other data and records of PARTICIPATING AGENCIES  
23 for a period of four (4) years after final payment, or until any on-going audit is completed. For purposes  
24 of audit, the date of completion of this Agreement shall be the date of AUTHORITY's payment of  
25 PARTICIPATING AGENCIES' final billing (so noted on the invoice), if applicable, under this Agreement.  
26 AUTHORITY shall have the right to reproduce any such books, records, and accounts.

1 The above provision with respect to audits shall extend to and/or be included in contracts with  
2 PARTICIPATING AGENCIES' contractor.

3 **ARTICLE 8. INDEMNIFICATION**

4 A. The PARTICIPATING AGENCIES shall jointly and severally indemnify, defend and hold  
5 harmless the AUTHORITY, it's officers, directors, employees and agents from and against any and all  
6 claims (including attorney's fees and reasonable expenses for litigation and settlement) for any loss or  
7 damages, bodily injuries, damage to, or loss of property caused by the negligent acts, omissions or  
8 willful misconduct by the PARTICIPATING AGENCIES, its officers, directors, employees or agents in  
9 connection with or arising out of the performance of this Agreement.

10 B. The PARTICIPATING AGENCIES shall maintain adequate levels of insurance, or self-  
11 insurance to assure full indemnification of AUTHORITY.

12 C. AUTHORITY shall indemnify, defend and hold harmless the PARTICIPATING  
13 AGENCIES, its officers, directors, employees or agents, and/or its officers, directors, employees or  
14 agents from and against any and all claims (including attorney's fees and reasonable expenses for  
15 litigation and settlement) for any loss or damages, bodily injuries, damage to, or loss of property caused  
16 by the negligent acts, omissions or willful misconduct by AUTHORITY, its officers, directors, employees  
17 or agents in connection with or arising out of the performance of this Agreement.

18 D. AUTHORITY shall maintain adequate levels of insurance, or self-insurance to assure full  
19 indemnification of the PARTICIPATING AGENCIES.

20 **ARTICLE 9. ADDITIONAL PROVISIONS**

21 A. Term of Agreement: This Agreement shall continue in full force and effect until  
22 September 30, 2014. This Agreement may be extended at the mutual consent of both parties.

23 B. This Agreement may be extended or amended in writing at any time by the mutual  
24 consent of both parties. No amendment shall have any force or effect unless executed in writing by  
25 both parties.

26 /

1 C. The AUTHORITY and the PARTICIPATING AGENCIES agree to work together in good  
2 faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the  
3 performance of this Agreement.

4 D. Legal Authority: The AUTHORITY and the PARTICIPATING AGENCIES hereto  
5 consent that they are authorized to execute this Agreement on behalf of said parties and that, by so  
6 executing this agreement, the parties hereto are formally bound to the provisions of this Agreement.

7 E. Severability: If any term, provision, covenant or condition of this Agreement is held to be  
8 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the  
9 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or  
10 condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11 F. Counterparts of Agreement: This Agreement may be executed and delivered in any  
12 number of counterparts, each of which, when executed and delivered shall be deemed an original and  
13 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

14 G. In the event that the PROJECT Costs exceed the estimates as submitted in the  
15 APPLICATION as prepared by the APPLICANT AGENCY, all parties agree to meet and determine  
16 PROJECT revisions to meet the budget or a revised funding proposal by PARTICIPATING AGENCIES  
17 which shall be documented and submitted in writing as a revision to the agreement.

18 H. AUTHORITY and PARTICIPATING AGENCIES shall comply with all applicable federal,  
19 state and local laws, statutes, ordinances and regulations of any governmental authority having  
20 jurisdiction over the PROJECT.

21 I. Force Majeure: Either Party shall be excused from performing its obligations under this  
22 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable  
23 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;  
24 commandeering of material, products, plants or facilities by the federal, state or local government;  
25 national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of  
26 such cause is presented to the other Party, and provided further that such nonperformance is

unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

J. Assignment: Neither this Agreement, nor any of the Parties rights, obligations, duties, or authority hereunder may be assigned in whole or in part by either Party without the prior written consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

K. Obligations To Comply with Law: Nothing herein shall be deemed nor construed to authorize or require any Party to issue bonds, notes or other evidences of indebtedness under the terms, in amounts, or for purposes other than as authorized by local, state or federal law.

L. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

M. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including attorney's fees, to the prevailing party.

N. Notices: Any notices, requests, or demands made between the parties pursuant to this Agreement are to be directed as follows:

To CITY OF ANAHEIM:	To AUTHORITY:
City of Anaheim	Orange County Transportation Authority
200 S. Anaheim Boulevard, Suite 276 Anaheim, CA 92805	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: John Thai Principal Traffic Engineer	Attention: Venita Todd Senior Contracts Administrator
Tel: 714/765-5202	Tel: 714/560-5446
email: <a href="mailto:jthai@anaheim.net">jthai@anaheim.net</a>	email: <a href="mailto:vtodd@octa.net">vtodd@octa.net</a>

COOPERATIVE AGREEMENT NO. C-1-3024

To CITY OF PLACENTIA:	To CITY OF SANTA ANA:
City of Placentia	City of Santa Ana
401 East Chapman Avenue Placentia, CA 92870	Public Works Agency 20 Civic Center Plaza, M-43 Santa Ana, CA 92701
Attention: Ruth Smith Traffic Engineering Consultant	Attention: Vinh Nguyen Senior Civil Engineer
Tel: 714/993-8131	Tel: 714/647-5612
email: <a href="mailto:rsmith@placentia.org">rsmith@placentia.org</a>	email: <a href="mailto:vnguyen@santa-ana.org">vnguyen@santa-ana.org</a>

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To CITY OF TUSTIN:	To STATE OF CALIFORNIA:
City of Tustin	State of California
300 Centennial Way Tustin, CA 92780	6681 Marine Way Irvine, CA 92618
Attention: Dana R. Kasdan, P.E. Engineering Services Manager	Attention: Fedrico Hormozi Senior Electrical Engineer
Tel: 714/573-3150	Tel: 949/936-3464
email: <a href="mailto:dkasdan@tustinca.org">dkasdan@tustinca.org</a>	email: <a href="mailto:fedrico_hormozi@dot.ca.gov">fedrico_hormozi@dot.ca.gov</a>

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To CITY OF ORANGE:
City of Orange
300 E. Chapman Avenue Orange, CA 92866
Attention: Amir Farahani City Traffic Engineer
Tel: 714/744-5534
email: <a href="mailto:afarahani@cityoforange.org">afarahani@cityoforange.org</a>



1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement  
2 No. **C-1-3024** to be executed on the date first above written.

3           **CITY OF ORANGE**

4  
5 By: \_\_\_\_\_  
6           Carolyn V. Cavecche  
7           Mayor

8           **ATTEST:**

9 By: \_\_\_\_\_  
10           Mary E. Murphy  
11           City Clerk

12           **APPROVED AS TO FORM:**

13 By: \_\_\_\_\_  
14           David A. DeBerry  
15           City Attorney

16 Dated: \_\_\_\_\_

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1           **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement  
2 No. **C-1-3024** to be executed on the date first above written.

3 **CITY OF PLACENTIA**

4  
5 By: \_\_\_\_\_  
6       Scott W. Nelson  
7       Mayor

8 **ATTEST:**

9 By: \_\_\_\_\_  
10       Patrick J. Melia  
11       City Clerk

12 **APPROVED AS TO FORM:**

13 By: \_\_\_\_\_  
14       Andrew V. Arczynski  
15       City Attorney

16 Dated: \_\_\_\_\_

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
2 No. C-1-3024 to be executed on the date first above written.

3 CITY OF SANTA ANA

4 By: \_\_\_\_\_  
5 Miguel Pulido  
6 Mayor

7 ATTEST:

8 By: \_\_\_\_\_  
9 Maria D. Huizar  
10 City Clerk

11 APPROVED AS TO FORM:

12 By: \_\_\_\_\_  
13 Joe Straka  
14 City Attorney

15 Dated: \_\_\_\_\_

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
2 No. C-1-3024 to be executed on the date first above written.

3 CITY OF TUSTIN

4  
5 By: \_\_\_\_\_  
6 Jerry Amante  
7 Mayor

8 ATTEST:

9 By: \_\_\_\_\_  
10 Pamela Stoker  
11 City Clerk

12 APPROVED AS TO FORM:

13 By: \_\_\_\_\_  
14 David E. Kendig  
15 City Attorney

16 Dated: \_\_\_\_\_

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1           IN WITNESS WHEREOF, the parties hereto have caused this Agreement  
2 No. C-1-3024 to be executed on the date first above written.

3  
4 **COUNTY DEPARTMENT OF TRANSPORTATION**

5 By: \_\_\_\_\_

6 James Pinheiro  
7 Deputy District Director  
8 Operations and Maintenance

9 Dated: \_\_\_\_\_

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**Project P Corridor  
Scope of Work  
Tustin Avenue/Rose Drive**

**INTRODUCTION**

The Renewed Measure M (M2), Project P - Regional Traffic Signal Synchronization Program (RTSSP) is a multi-agency, corridor-based approach that optimizes traffic signal timing based on analysis of metrics obtained from existing traffic patterns. This approach acknowledges local agency responsibility and control of signal timing and coordinates with project agencies to develop acceptable synchronization timing. The PARTICIPATING AGENCIES/AGENCY (AGENCIES) along the **Tustin Avenue/Rose Drive** corridor (PROJECT) have requested, as detailed in the approved application, that the Orange County Transportation Authority (AUTHORITY) be designated as the LEAD AGENCY. AUTHORITY will administer the work with the assistance of consulting or contractor services to provide project management, traffic signal timing optimization, and implementation of approved equipment upgrades as submitted in the application for PROJECT. This scope requires the active assistance by all corridor AGENCIES throughout the process even without special reference to their participation.

**PROJECT TRAFFIC SIGNAL SYNCHRONIZATION – PRIMARY IMPLEMENTATION**

The following is an outline of the scope of services for PROJECT Primary Implementation that is associated with developing and implementing optimal PROJECT time-of day traffic signal coordination plans:

1) Project Administration

AUTHORITY shall provide general project administration, environmental processing, and quality control. PARTICIPATING AGENCIES shall provide support project management services for the project intersections located within their jurisdiction and assist in maintaining PROJECT schedule.

a) Data Collection

The AUTHORITY will assemble with the assistance of PARTICIPATING AGENCIES the necessary data to understand the existing traffic conditions for the PROJECT and its respective traffic signal operations. This shall include, at minimum, the following:

- All data, documents, plans, photos, etc. related to each Project intersection within the past two years

ATTACHMENT A

- Local agency timing preferences or policies for all modes of travel and special intersection treatments
- Manual and Machine Traffic counts for highway links and intersections for weekday and weekend time periods for all modes of travel. Special 72-hour video counts will be conducted at up to eight (8) intersections along the corridor with established special modal use.

b) Field Reviews

AUTHORITY shall conduct PROJECT field reviews to verify collected data including geometric layout, inventory of existing traffic signal control and communications, and any and all factors that impact or affect signal progressions. AUTHORITY in coordination with the PARTICIPATING AGENCIES shall identify mitigations for the existing traffic signal control equipment or geometric layouts to determine recommended PROJECT related improvements

2) Signal Synchronization Timing

The AUTHORITY shall develop a signal synchronization model using Synchro and Sim Traffic 8.0 and Tru – Traffic 9.0 to verify the operation of existing timing and then produce and evaluate potential timing changes that would improve or refine the corridor traffic flows through improved optimized signal operations. The PARTICIPATING AGENCIES shall be involved in the review and validation of the recommended signal timing. The OCTA Corridor Synchronization Performance Index (CSPI) combines Average Speed, Stops per Mile, and Greens per Red (number of intersections successfully traversed on a Green Light vs. Stopped by a Red Light) into a composite index. The CSPI shall be the defined metric in this evaluation

The AUTHORITY shall utilize the approved Optimized Signal Timing and implement the timing into the central and field controller systems and provide Fine Tuning services. The After Study Travel Time Runs Shall be performed and the Before to After comparison CSPI shall then be determined

3) Before and After Studies and Reports

AUTHORITY shall conduct real-time floating car "runs" in each direction during the planned (Before) and implemented (After) time periods of PROJECT traffic signal synchronization. Summary reports shall be prepared by AUTHORITY in coordination with the

ATTACHMENT A

PARTICIPATING AGENCIES to indentify improvements in metrics from the Before to After conditions. The Before and After Study shall constitute the PROJECT Final Report.

Additionally, this report shall document improvements accomplished and recommend procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system.

4. Engineering Design, Review, and Procurement/Construction – Support Infrastructure

Each AGENCY shall provide sufficient staffing to provide Engineering Design Review of Consultant provided design documentation. If design documentation is provided by the AGENCY for PROJECT, the Engineering Design Review requirement shall be satisfied. Purchase and construction/installation of the requested traffic signal infrastructure and upgrades, software, licenses, or other components as approved in the application shall be by the AUTHORITY in the name of and for the end user AGENCY. The AUTHORITY shall work with the PARTICIPATING AGENCIES to coordinate design, identification of applicable standards/specifications, purchasing and/or installation of the required improvements. Design and other technical support to implement the upgrades shall be subject to the designated cost estimate. The budget for these improvements is fixed to the approved budget and will be subject to revised scope or additional contributions. The highest priority improvements shall be those that are required to optimize signal timing. The AGENCY shall waive all fees for permits and inspections and shall provide sufficient professional staffing to provide construction support and inspection services to PROJECT.

**PROJECT TRAFFIC SIGNAL SYNCHRONIZATION – ON GOING MAINTENANCE AND MONITORING**

The following is a summary of the on-going maintenance and monitoring for PROJECT:

1) Continued Signal Timing Support

From the date of completion and acceptance of the signal timing implementation by the AGENCIES, the AUTHORITY shall provide regularly scheduled monthly signal timing support to monitor, observe, fine-tune and optimize the signal timing and phasing operation, PROJECT wide. The AUTHORITY shall provide a reporting mechanism to the AGENCIES documenting any changes made or recommended including maintenance issues regarding systems components directly related to the Systems

AGREEMENT C-1-3024

Tustin Avenue/Rose Drive

ATTACHMENT A

infrastructure installed or constructed through PROJECT. This Continued Signal Timing Support period will end after two years (24 months) or no longer than the PROJECT grant period.

2) Two Year Communication and Detection Support

Authority shall provide regular monthly scheduled communication and detection support to ensure necessary conditions for signal synchronization. This will primarily focus on the monitoring and reporting of communications and detection issues. As issues are identified, they will be reported to the local agencies and potential repairs will be identified with local agencies' consultation.

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PROJECT P - TUSTIN AVENUE / ROSE DRIVE - WORK BY LOCATION

ATTACHMENT A

## Tustin Avenue / Rose Drive - Work by Location

Agency	Tustin Avenue / Rose Drive @	Location	Node #	Description
Tustin	1st Street	1	5448	ca
Santa Ana	4th Street	2	2528	mod L-SD, BT, E I/C
Santa Ana	Fruit Street	3	2654	VS, E I/C, F24, es-F,
Santa Ana	Wellington Avenue	4	2409	ee-TP
Santa Ana	Ctr on Seventeenth / Tustin Ctr	5	2405	ee-TP
Santa Ana	17th Street	6	2483	mod L-SD, es-F, VS,
Santa Ana	Santa Clara Avenue	7	2495	BT, es-TP, ee-TP
Orange	Fairhaven Avenue	8	3148	cu
Caltrans	SR-22 EB Ramp / Seba Avenue	9	28	170E cu, com400
Caltrans	SR-22 WB Ramp	10	25	gps, com400
Orange	La Veta Avenue / Rock Creek	11	3145	cu, VD (autoscope)
Orange	Palmyra Avenue	12	3172	ca, FDN, TII
Orange	Chapman Avenue	13	3121	
Orange	Palm Avenue	14	3171	
Orange	Walnut Avenue	15	3101	cu, VS
Orange	Mayfair Avenue	16	3170	ca, FDN, TII
Orange	Collins Avenue	17	3089	ca, FDN, TII
Orange	Quincy Avenue	18	3169	cu
Orange	Katella Avenue	19	3054	cu
Orange	Van Owen Avenue / Toyota Way	20	3168	ca, FDN, TII
Orange	Taft Avenue	21	3077	
Orange	Taft Avenue / Briardale	22	3074	
Orange	Meats Avenue	23	3068	
Orange	East Village Way	24	3038	ca, FDN, TII
Orange	Village Town Center	25	3391	
Orange	Heim Avenue	26	3059	ca, FDN, TII
Orange/Caltrans	SR-55 SB On Ramp	27	16	ca, P cabinet w/ASC
Orange	Lincoln Avenue / Nohl Ranch Road	28	3056	ca
Caltrans	SR-55 SB Off Ramp	29	3190	2070 cu, gps
Orange/Anaheim	Santa Ana Canyon Road	30	3044	cu*
Anaheim	Riverdale Avenue	31	709	2070 ca, WR
Caltrans	SR-91 EB Ramp	32	449	2070 cu, 170E, com6
Caltrans	SR-91 WB Ramp	33	448	2070 cu, gps2, com6
Anaheim	Pacificenter Drive	34	825	2070 cu
Anaheim	La Palma Avenue	35	888	2070 cu, WR
Anaheim	Miraloma Avenue	36	679	2070 ca, WR
Placentia	Orangethorpe Avenue	37	7533	es
Placentia	Castner Drive	38	7546	cu, es
Placentia	Alta Vista Street	39	7525	cu, es













**Local Match Commitment**

Details of Matching Funds: (must be consistent with PROJECT APPLICATION):

Provide details in tables

Direct Dollar Match Total Dollar Match for the Project - \$ 15,600

In Lieu Funding: Total In Lieu Funding for the Project: \$ 155,200

Total Match for Project \$ 170,800

Direct Dollar Match -

Agency	Funding Source	Amount of Direct Contribution
City of Tustin	M2 Fair Share	\$5,600
City of Placentia	Gas Tax	\$10,000
		\$
		\$
<b>TOTAL</b>		\$15,600

In Lieu/Soft Match of Improvements or Staffing Support or Equipment Purchase

Specific Improvements and Services (List items and Cost)

Agency	Improvement	Date of Construction	Expenditure
			\$
			\$
			\$
			\$
<b>TOTAL</b>			\$

**AGREEMENT NO. C-1-3024  
ATTACHMENT B**

Staffing Commitment:

Agency	Staff Position	Type of Service to Project	No. of Hours	Hourly Rate (Fully Burdened)	Total
City of Santa Ana	Sr. Civil Engineer	Project Admin	18.5	\$180.46/hour	\$3,338.51*
City of Santa Ana	Assistant Engineer II	Project Design / Implementation	80	\$149.91/hour	\$11,992.80*
City of Santa Ana	Assistant Traffic Oper Engineer	Project Design / Implementation	60	\$142.76/hour	\$8,565.60*
City of Santa Ana	Engineering Interns	Project Design / Implementation	78.49	\$44.63/hour	\$3,503.09*
City of Orange	Traffic Engineer	Project Admin & Review	200	\$121/hour	\$24,200*
City of Orange	Engineer	Project Implementation	150	\$79/hour	\$11,850*
City of Orange	Engineer	Project Implementation	392.36	\$72/hour	\$28,250*
City of Anaheim	Engineer	Project Admin	20	\$102.68/hour	\$2,053.60*
City of Anaheim	Engineer	Coordination / Fine Tune	120	\$102.68/hour	\$12,321.60*
City of Anaheim	Engineer	Field Inspection	40	\$102.68/hour	\$4,107.20*
City of Placentia	Traffic Engineer	Project Coordination	65	\$140/hour	\$9,100*
City of Placentia	Sr. Mgmt Analyst	Project Admin	16.713	\$53.85	\$900.00*
Caltrans	Engineering	Project Admin	120	\$100/hour	\$12,000*
<b>TOTAL</b>					<b>\$155,200*</b>

\*Total amount is the required participation by the identified agency. The number of hours and hourly rate will be based on each agency's actual fully burdened billing rates, which must collectively equal the same value of the assigned "Total" dollars. Each agency will be responsible for keeping detailed records of hours worked and description of work. An accounting record of personnel, hours at fully burdened rate is expected to be included with the final submittal. Records will be subject to auditing.

Equipment Purchase:

Agency	Description	Total
City of Anaheim	Hardware	\$3,017.60
City of Orange	ASC 3 Traffic Controllers	\$20,000



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES AND COMMUNITY SERVICES

DATE: DECEMBER 6, 2011

SUBJECT: **ADOPTION OF RESOLUTION REQUESTING WAIVER OF 960 HOUR LIMIT FOR CHIEF OF POLICE RICK HICKS**

FISCAL  
IMPACT: Savings of \$49,836 through June 30, 2012

### **SUMMARY:**

In May, 2011, the City of Placentia entered into an employment agreement with Rick Hicks to serve as Chief of Police. As a retired annuitant in the CalPERS system, the Chief cannot work more than 960 hours in a fiscal year without an extension of hours approved by CalPERS. This action will approve a resolution requesting a one-time extension of hours for Chief of Police Hicks to enable him to work full-time during calendar year 2012.

### **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, requesting the Board of Administration of the California Public Employees Retirement System (CalPERS) for the appointment of the Chief of Police, Rick Hicks to exceed 960 hours during the 2011-12 fiscal year; and
2. Authorize Director of Administrative Services/Community Services to file the certified resolution with the PERS Board of Administration.

### **DISCUSSION:**

In May 2011 the City entered into an employment agreement with Rick Hicks to serve as Chief of Police. Chief Hicks had previously served in the capacity of Police Chief for the City of Cypress and came to the City with tremendous experience. Although Chief Hicks officially retired in March of 2008, he has been working as a retired annuitant and is limited to a 960 hour cap per fiscal year. Based on the current work schedule, Chief Hicks will exhaust the 960 hour limit by the end of the calendar year. To allow him to continue performing in this capacity, a one-time extension for Chief Hicks to exceed the 960 hour cap will be required.

**1h**

**December 6, 2011**

Section 21221 (h) of the Government Code allows a retired annuitant to work in excess of the 960 hour cap if the City Council adopts a Resolution determining that the specialized skills of the retired annuitant are necessary. CalPERS must approve the City's request to exceed the 960 hour cap.

Chief Hicks is highly trained, experienced, and considered an expert in community orientated policing as both a chief executive and trainer/practitioner. The hours extension for Chief Hicks will assist in further refining the Department's direction to meet the goals and objectives of the City Council and the community. To complete this objective would normally require an outside consultant at a significant cost to the agency.

In addition to Chief Hicks technical expertise, his experience of over thirty years of law enforcement including over six (6) years as Chief of Police with the cities of Cypress and Placentia is critical to moving the Department forward in the year ahead. The Police Department currently has two vacancies in the command staff which has put additional pressure on the organization. The City's extension request will provide the current staff with additional training and mentorship to be better prepared for leadership responsibilities and possible promotional opportunities.

The approval of the extension request will not only afford greater departmental stability, employee development and succession planning, but will also provide in significant budget savings in the 2012 calendar year. In 2011, the City realized a cost savings of approximately \$65,000 by the utilization of Rick Hicks as Chief of Police.

**FISCAL IMPACT:**

The City is projected to save an additional \$49,836 over the remainder of the fiscal year since retired annuitants such as Chief Hicks, do not receive City-paid health insurance or additional pension contributions.

Prepared by:

  
\_\_\_\_\_  
Stephen D. Pischel  
Director of Administrative Services  
and Community Services

Reviewed and approved:

  
\_\_\_\_\_  
Troy L. Butzlaff, ICMA-CM  
City Administrator

**Attachments:**

Resolution R-2011-\_\_\_\_

RESOLUTION NO. R-2011-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, REQUESTING THE BOARD OF ADMINISTRATION OF THE CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS) FOR THE APPOINTMENT OF THE CHIEF OF POLICE, RICK HICKS TO EXCEED 960 HOURS DURING THE 2011-12 FISCAL YEAR**

**A. Recitals.**

(i). Section 21221(h) of the Government Code allows the extension of temporary employment of a CalPERS retiree beyond 960 hours in a fiscal year upon application to the CalPERS Board.

(ii). Rick Hicks, retired from City of Cypress in the position of Chief of Police effective March 17, 2008.

(iii). The City of Placentia appointed Rick Hicks to the position of Chief of Police for a limited duration effective May 2, 2011.

(iv). Rick Hicks possesses specialized skills acquired from a long and distinguished career in law enforcement.

(v). The City of Placentia previously deemed the appointment of Rick Hicks to be of limited duration and requiring specialized skills.

(vi). Government Code Section 21221(h) provides that when an appointment to a position deemed by the governing body to be of a limited duration and requiring specialized skills is expected, or will, exceed 960 hours in any fiscal year the governing body shall request approval from the CalPERS Board of Administration to extend the temporary employment.

(vii). The City has determined that the appointment of Rick Hicks will exceed 960 hours during the 2011-12 fiscal year and that it is desirable to retain the Chief of Police because of his vast knowledge.

(viii). Rick Hicks' knowledge and expertise are also required to assist the City of Placentia to meet the community's police service needs, continue the development of internal staff, to provide continuity and stability in the Police Department and implement community policing to meet goals and objectives of the City Council and community.

**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. This City Council hereby approves and authorizes the that the CalPERS Board of Administration be requested to approve an extension in accordance with Government Code section 21221(h) to allow employment of the Chief of Police, Rick Hicks to extend beyond the 960 hour limit for the balance of 2011-12 fiscal year.

PASSED AND ADOPTED this 6<sup>th</sup> day of December, 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 6th day of December, 2011, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

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PATRICK J. MELIA,  
CITY CLERK

APPROVED AS TO FORM:

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ANDREW V ARCZYNSKI,  
CITY ATTORNEY



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: ASSISTANT CITY ADMINISTRATOR  
DATE: December 6, 2011  
SUBJECT: APPROVAL OF USE PERMIT (UP) 2011-12, PERMITTING THE OPERATION OF A SERVICE STATION AT 102 E. YORBA LINDA BOULEVARD IN THE TOWN CENTER (T-C) DISTRICT.  
FISCAL IMPACT: NOT APPLICABLE

### **SUMMARY:**

This is a continuance of a public hearing regarding the service station located at 102 E. Yorba Linda Boulevard. The service station is pending major improvements which may include a complete razing of the structure and rebuilding to include a new convenience store. On October 11, 2011, the Planning Commission voted 6-0 to recommend approval of Use Permit (UP) 2011-12 to the City Council. Since that time, the property ownership has changed and the new owners have informed the City that they are not pursuing a complete razing of the service station, therefore this action is unnecessary at this time but may be rescheduled by the applicant at a future date. This action allows the applicant to request a new Public Hearing, if applicable, in the future.

### **RECOMMENDATION:**

1. Based on the applicant's request, direct Staff to reschedule a Public Hearing, if applicable, when requested by the owner/applicant.

### **DISCUSSION:**

On October 11, 2011 the Planning Commission approved and recommended Use Permit 2011-12 to the City Council based on a submitted application. Since that time, the applicant has informed the City that its original plans have changed and the razing and rebuilding of the site will not take place. Accordingly, the new tenant improvement plans for the site do not trigger the need for City Council approval of Use Permit 2011-12. If the new owners desire to pursue plans which require City Council approval of Use Permit 2011-12, they will be required to pay a fee and schedule a new Public Hearing within applicable timelines.

### **CEQA:**

Not applicable.

Submitted by:

Handwritten signature of Kenneth A. Domer in black ink.

Kenneth A. Domer  
Assistant City Administrator,  
Development Services

Reviewed and approved by:

Handwritten signature of Troy L. Butzlaff in black ink, with the letters "S B T" clearly visible.

Troy L. Butzlaff, ICMA-CM  
City Administrator

**2a**

**December 6, 2011**



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: DECEMBER 6, 2011

SUBJECT: **AWARD OF CONTRACT FOR BANKING SERVICES**

**FINANCIAL**

IMPACT: EXPENSE: \$17,760.00  
BUDGETED: \$40,000.00 ACCOUNT NUMBER 101003-6040

### **SUMMARY:**

At the November 15, 2011 City Council Meeting, City Council voted to have this item continued to the December 6, 2011 City Council Meeting.

To insure that the City is receiving the best possible banking services at the best rates, City Staff issued a Request For Proposal (RFP) for banking services. Five (5) proposals were received and reviewed. An evaluation committee consisting of two (2) members of the Finance Staff along with the City Treasurer evaluated all five (5) proposals that were received and interviewed all five (5) banks. This action will award a contract to Bank of America to provide banking services to the City. Duration of the contract will be for three (3) years with the option to renew the contract for three (3) one (1) year terms.

### **RECOMMENDATION:**

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

1. Approve a contract with Bank of America for a period of three (3) years, with an option to extend the contract for an additional three (3) one year terms; and
2. Authorize the City Administrator to sign the professional services agreement, in a form acceptable to the City Attorney.

### **DISCUSSION:**

The City has been with our current banking institution, Bank of America, for several years. Staff issued a Request For Proposal for banking services to insure that the City is receiving the best banking services at a comparable price. Staff received five (5) responses to the RFP from the following banks:

**3a**

**December 6, 2011**

Wells Fargo Bank  
Bank Of The West

Bank of America  
Union Bank

U S Bank

Cost proposals submitted for estimated yearly banking charges are as follows:

Bank of America	\$17,760.00
Bank of the West	*
Union Bank	\$18,606.00
U S Bank	\$16,210.00
Wells Fargo	\$18,994.00

\*Bank of the West did not supply an estimated monthly cost, but an itemized price cost for each service provided.

Interviews were held on November 1, 2011, with representatives from each of the five (5) banks. The interview committee was comprised of two members of the Finance Department Staff and the City Treasurer. While each bank offers similar services, a number of the banks have different programs that are unique to their financial institution. Prices for services have several variables, such as fees that are based on the average daily amount of funds on deposit, earnings basis points and fees charged for basic banking services. After discussion by the committee it was decided that the contract should be awarded to the institution that would offer the best service and products and would provide the City with a range of choices for investments, security, on-line service convenience, and excellent customer service.

Bank of America has been providing banking services to the City for several years. During this time Finance Staff has experienced excellent customer satisfaction with Bank of America. When asked, no members of the Finance Staff could think of a situation that has come up where Bank of America was not able to correct a situation in a short amount of time. Bank of America provides a Client Manager and a Treasury Solutions Manager to our account. Those representatives meet with the City on a regular basis to insure that we are taking advantage of new programs and services and to make sure we are utilizing our resources to the best advantage of the City. After reviewing the on-line programs offered by each bank, Staff is of the opinion that Bank of America's on-line banking services remain an excellent solution for the City because of the security built into the program and the variety of on-line services that are available.

Bank of America offers a program called "E-Payables" that enables the City to pay vendors with a credit card that provides a rebate to the City. E-payables enable vendors to receive payment almost immediately (the incentive for the vendor to participate in the program) and cuts down on the amount of paper checks that the bank has to process (the reason for the rebate to the City). The E-Payables program will still have the same internal approval process, but would not require the City to issue a physical check, reducing our processing time for payments. Since all of the monthly payments on the card are withdrawn from our account once a month, this program allows for approximately forty-five (45) days of "float" time on our funds which will allow us more

days of accumulated interest on our funds. Bank of America has reviewed the past three months of our expenditures and they estimate conservatively that ten percent (10%) of our vendors currently participate in the program. Based on the number of participating vendors and the growth potential in additional vendors, Bank of America estimates that the City would receive a yearly rebate amount of approximately \$27,783.00. Only Bank of America and Bank of the West offered this type of program, however Bank of America has a higher rebate offered on their program, which results in higher revenues to the City.

Given the complexity of changing financial institutions, Staff could think of no reason for us to change vendors for banking services, just for the sake of change. The excellent service we have received from Bank of America in the past, their on-line commercial banking programs and the E-Payable program led the committee to a unanimous decision to recommend that the City Council award the contract for banking services to Bank of America.

**FISCAL IMPACT:**

Annual cost of Banking Services is estimated to be \$17,760.00. The estimated revenue to the City from Bank of America's E-Payables/Card Rebate is estimated to be \$27,783.00. Estimated net revenue to the City is estimated to be \$10,023.00. This amount will increase as more vendors begin to accept Bank of America's E-Payable card for payment.

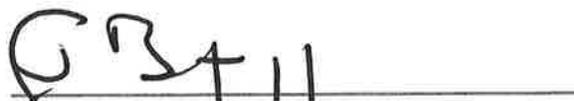
Prepared by:



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Matt Reynolds  
Management Analyst

Reviewed and approved:



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Troy Butzlaff, ICMA-CM  
City Administrator

Reviewed and approved:



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Craig Green  
City Treasurer

Reviewed and approved:



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Karen Ogawa  
Director of Finance

Attachments: Professional Services Agreement  
Request For Proposal

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and \_\_\_\_\_ [a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation] (hereinafter referred to as "CONSULTANT").

**A. Recitals.**

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of \_\_\_\_\_ ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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

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

**B. Agreement.**

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

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

(b) Project: The preparation of \_\_\_\_\_ as described in Exhibit "A" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project.

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

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

**2. CONSULTANT Services:** (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

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

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

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

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

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

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

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

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

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

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

**5. Records and Documents:** (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make

transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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

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

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

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within

such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

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

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

(b) Minimum insurance limits shall be as specified in the Request for Proposals, Exhibit "A."

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

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

“I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

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

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

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

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

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in

part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

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

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

***[The following paragraph used only when contract is related to construction.]***

(e) Indemnity Provisions for Contracts Related to Construction. Without affecting the rights of CITY under any provision of this Agreement, including CONSULTANT's obligation/or duty to defend against Claims, CONSULTANT shall not be required to indemnify CITY for liability attributable to the negligence of CITY, provided such negligence is determined by agreement between the parties or by the final judgment of a court of competent jurisdiction. In instances where CITY is shown to have been negligent and where CITY's negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the negligence of CITY.

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

***[Optional provision if Agreement for specialized services.]***

Because of the personal nature of the services to be rendered pursuant to this Agreement, only \_\_\_\_\_ shall perform the services described in this

Agreement. \_\_\_\_\_ may use assistants, under direct supervision, to perform some of the services under this Agreement. CONSULTANT shall provide CITY fourteen (14) days' notice prior to the departure of \_\_\_\_\_ from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

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

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

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

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

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

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

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

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

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

**15. Release of Information/Conflict of Interest:** (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City

Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered “voluntary” provided CONSULTANT gives CITY notice of such court order or subpoena.

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

*[the following paragraph is only to be used when the City will be taking in a fee or deposit from an applicant and use those funds to retain the consultant to prepare an EIR, Specific Plan, or some other specific document or where the City is funding a similar development-type study]*

(c) CONSULTANT covenants that neither CONSULTANT nor any officer or principal of CONSULTANT have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of CONSULTANT’s services hereunder. CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed by CONSULTANT as an officer, employee, agent, or subconsultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in CITY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the CITY or the study area prior to the completion of the work under this Agreement.

**16. Damages:** In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of \_\_\_\_\_ dollars (\$) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in

performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

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

**18. Contractors Employee Employment Verification.**

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

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

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

CONSULTANT/CONTRACTOR EXCEPTION:

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

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

**20. Attorneys' Fees:** In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall

be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

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

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

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

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

CITY

\_\_\_\_\_  
Mayor

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
Andrew V. Arczynski,  
City Attorney



**Bank of America Merrill Lynch  
Response to City of Placentia  
Request for Proposal  
for Banking Services**

**SUBMITTED BY:**

**Lou Mastro**  
Senior Client Manager  
949.722.5305  
lou.mastro@baml.com

**Alicia Middleton**  
Senior Treasury Solutions Officer  
949.722.5315  
alicia.middleton@baml.com

**October 20, 2011**



# Letter of Transmittal



October 20, 2011

Ms. Karen Ogawa  
401 E. Chapman Avenue  
Placentia, CA 92870

Dear Karen:

Thank you for the opportunity to submit the accompanying proposal in response to the City of Placentia's (the City) Request for Proposal for Banking Services. We welcome this opportunity to extend and expand our partnership while providing the highest quality and most flexible banking solutions in the industry. Our experienced government banking team is dedicated exclusively to the government market and is already familiar with the City.

We understand that continuity is extremely important to ensure the smooth operation of the City's treasury functions. If we are selected to continue as your banking services provider, we will continue to manage the overall relationship with the City. Recognized as the leading provider of government banking services to municipalities throughout the United States, we know that Bank of America is best positioned to service the City's banking and financial needs. Across California, we serve over 292 government entities including eight State agencies and the State of California relationship.

Not only will the City benefit from our industry expertise, you will also benefit by working with one of the largest financial institutions serving the government sector. We have consistently been one of the leading providers of credit to the government market, assisting our municipal clients during this time of financial uncertainty. In this context, we are pleased that the bank will increase a line of credit of \$1,000,000 to the City upon award of this contract.

In addition, the bank remains committed to a comprehensive strategy to revitalize communities that have been hit hard by the recession. Examples include:

- \$7.8 billion in small/business lending nationwide in the 1<sup>st</sup> half of 2011
- 35% increase in new credit issued nationwide to small businesses in the 1<sup>st</sup> half of 2011 vs. 2010
- \$1.2 billion in small-business lending in California in the 1<sup>st</sup> half of 2011
- Created 10 California customer assistance centers in areas hardest hit by the economy. Associates in these centers counsel customers, and follow their file through the whole loan modification process (5,400 clients met with face-to-face in California during 2011)
- 162,307 loan modifications in California year-to-date

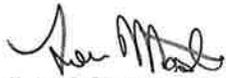
Through our community revitalization strategy, we remain committed to helping distressed homeowners and fuel economic growth by lending to small business. Full economic recovery requires that we address the needs of our clients and assist them through this difficult time so that they not just recover but thrive.

It has been my pleasure to work with the financial team at the City. In recognition of our long relationship, we believe that our attractively priced proposal offers substantial savings throughout the entire term of the renewed contract. Additionally, we are offering a loyalty credit of \$7,500.00 that can be applied against the cost of banking services during the first year of the new contract period.

By using ePayables our electronic disbursement solution, the City can also realize a rebate of over \$27,000 a year by our estimations. In effect, this means the City would no longer incur hard dollar banking charges as the rebate would more than cover any banking fees.

Again, we wish to express our appreciation to the City for giving us this opportunity to be considered as your banking services provider. As you review our proposal, should you have any further questions, please do not hesitate to contact us. If selected, we will strive to fulfill our commitment to surpassing your expectations.

Sincerely,



Lou Mastro  
Senior Client Manager  
949.722.5305  
lou.mastro@baml.com



Alicia Middleton  
Senior Treasury Solutions Officer  
949.722.5315  
alicia.middleton@baml.com

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## Tab B - Summary Sheet

1. This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.

### APPENDIX B SUMMARY SHEET

**Firm**

Name: Bank of America, N.A.

**Firm Parent or**

Ownership: Bank of America Corporation

**Firm**

Address: 101 South Tryon Street Charlotte, NC 28255

**Firm Telephone**

Number: 704.386.5681

**Firm Fax**

Number: 704.548.5999

Number of years in  
existence:

227

**Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):**

Name: Lou Mastro Title: SVP, Senior Client Manager

Telephone Number: 949.722.5305 Fax: 312.453.5415

Email: lou.mastro@baml.com

# Response to City of Placentia, CA Request for Proposal for Banking Services



Tab B - Summary Sheet

## Person responsible for day-to-day servicing of the account:

Name: Alicia Middleton Title: SVP; Senior Treasury Solutions Officer

Telephone Number: 949.722.5315 Fax: 213.457.8671

Email: alicia.middleton@baml.com

## Types of services provided by the firm:

Bank of America provides commercial banking services throughout the United States and in selected international markets. We provide a diversified range of banking and nonbanking financial services and products through six business segments: Deposits, Global Card Services, Home Loans & Insurance, Global Commercial Banking, Global Banking & Markets and Global Wealth & Investment Management.

## 2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the account.

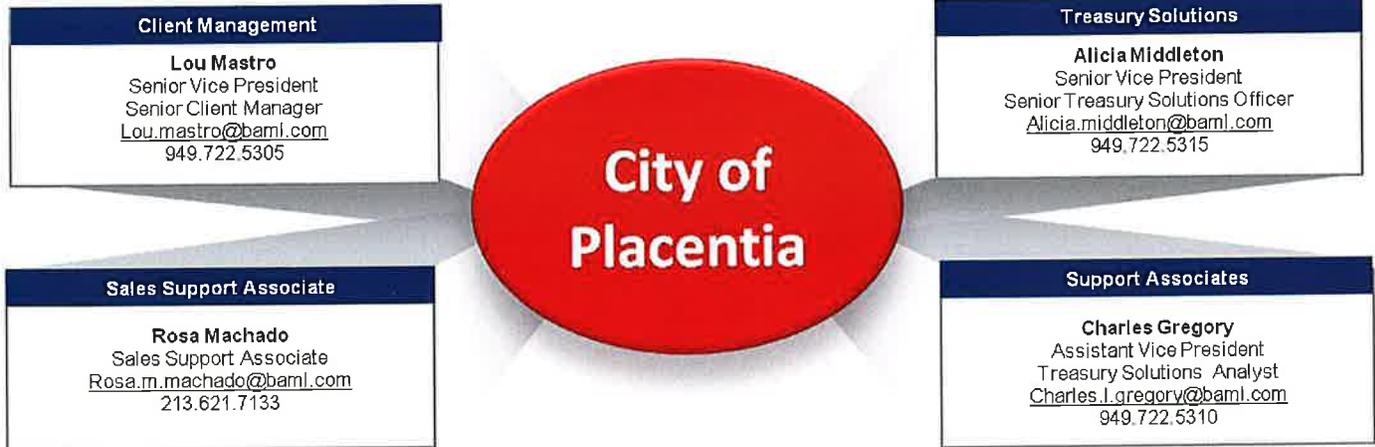
### Dedication to the Government Sector

With over 270 associates dedicated to servicing over 6,500 government clients – including the U.S. Federal Government, foreign embassies, state governments, large cities, local municipalities, healthcare groups, schools and non-profit organizations – we have one of the most respected names in government banking. Our programs help governments achieve their fiscal management goals. We offer forward-thinking solutions that help governments maximize revenues, streamline transactions, and improve efficiencies.

As you are familiar, the City's designated client team comprised of is experts from this Government Banking division. **Lou Mastro**, your Senior Client Manager, serves as your lead banker. Lou will organize and involve the appropriate members of the core team to deliver solutions, assist the City in identifying objectives and ensuring satisfactory solutions.

**Alicia Middleton** is responsible for providing treasury services, banking products and solutions and informing you of new products and services that are available and in development. **Charles Gregory** assists Alicia with the potential solutions and analysis. **Rosa Machado** is responsible for service fulfillment and ensuring client satisfaction in all treasury services.

We are pleased to present the City with an organizational chart and brief biographies of your dedicated client team on the following pages.



**3. Provide the resumes of the management contact with the City and the person responsible for day-to-day work on the account.**

Brief resumes for the proposal account manager and other key personnel are provided on the following pages.

Our team approach will provide multiple levels of expertise and support. Lou Mastro, located in Costa Mesa, will lead the team and serve as the account manager and overall representative for the City’s relationship with the bank.

**The Bank of America Advantage  
Fine-tuned Government Sector  
Specialization**

The City’s expert, local client team is dedicated solely to serve **government agencies** across Southern California, unlike other providers.

In addition, Alicia Middleton, also located in Costa Mesa, will be the City’s senior treasury solution officer and acting as the main point of contact for all of your treasury management related needs.

**The City’s Core Client Team**



**Lou Mastro, Senior Client Manager**



**Alicia Middleton, Senior Treasury Solutions Officer**

# Response to City of Placentia, CA Request for Proposal for Banking Services

## Lou Mastro, Senior Vice President, Senior Client Manager

<b>Location</b>	3200 Park Center Drive, Costa Mesa California 92626
<b>Email</b>	<a href="mailto:lou.mastro@baml.com">lou.mastro@baml.com</a>
<b>Telephone</b>	949.722.5305
<b>Biographical Summary</b>	<p>Lou has more than 22 years of banking experience and will manage the City's overall banking relationship. Prior to joining the Government Banking group, Lou had a variety of banking assignments working with corporations, Taft-Hartley's and not for profit organizations. He has been a Senior Client Manager since 1995 focusing on Public Sector clients in California, Nevada and Arizona. Today, he is exclusively focused on Public Sector clients in Southern California.</p> <p><b>Education</b></p> <p>Lou is an active member of the Government Finance Officers Association and numerous other industry associations. Lou earned his B.S. in finance from California State University, Northridge. Lou has also done post graduate work at University California, Irvine specializing in Certified Financial Planning.</p>
<b>Responsibilities</b>	<ul style="list-style-type: none"><li>▪ Responsible for the delivery of a positive and seamless client experience</li><li>▪ Lead and coordinate the delivery of the full capabilities of the bank to meet the City's strategic plans and treasury needs.</li></ul>

## Alicia M. Middleton, Senior Vice President, Senior Treasury Solutions Officer

<b>Location</b>	3200 Park Center Drive, Costa Mesa California 92626
<b>Email</b>	<a href="mailto:alicia.middleton@baml.com">alicia.middleton@baml.com</a>
<b>Telephone</b>	949.722.5315
<b>Biographical Summary</b>	<p>Alicia will manage the City's treasury management relationship and support your efforts to implement an efficient and effective treasury solution. Alicia is a senior treasury solutions officer with 26 years experience in Treasury Management with the bank. She is responsible for developing and implementing cash management strategies for government clients throughout Southern California. She began her banking career in New York with Security Pacific Bank in 1984. After holding various positions in product management necessitating a move to California, Alicia joined the sales group in 1992. She has worked with various specialized industries groups since 1992.</p> <p><b>Education</b></p> <p>Alicia attended the University of South Carolina, UCLA, and the Pacific Coast Banking School in Seattle, Washington.</p>
<b>Responsibilities</b>	<ul style="list-style-type: none"><li>▪ Treasury management consulting and expertise</li><li>▪ Treasury management solutions</li></ul>

# Response to City of Placentia, CA Request for Proposal for Banking Services

## Rosa Machado, Assistant Vice President, Sales Support Associate

**Location** 333 South Hope Street, Los Angeles, CA 90071

**Email** [rosa.m.machado@baml.com](mailto:rosa.m.machado@baml.com)

**Telephone** 213.621.7133

**Biographical Summary** Rosa Machado is located in Los Angeles, California and is part of a team of dedicated professionals within the bank's Government Banking division, for state and local agencies in Southern California. Rosa has been with Bank of America for 28 years and is directly responsible for supporting the Senior Client Manager's relationships which include school districts, cities, counties, and special districts in Southern California. Her experience includes interacting with clients, serving as initial point of contact for account opens/closes, the primary escalation contact for service-related issues from Client Service Center, and liaisons with client team and business partners on a regular basis. As a Sale Support Associate to Lou Mastro, Rosa performs administrative and client service support for Treasury Management, Credit, Investment and Merchant Services.

- Responsibilities**
- The City's point of contact
  - Liaison between client manager and the City
  - Customer satisfaction

## Charles Gregory, Assistant Vice President, Treasury Solutions Analyst

**Location** 3200 Park Center Drive, Costa Mesa California 92626

**Email** [charles.l.gregory@baml.com](mailto:charles.l.gregory@baml.com)

**Telephone** 949.722.5310

**Biographical Summary** Charles Gregory is located in Costa Mesa, California and is part of the bank's Government Banking division for state and local agencies in Southern California. Charles has been with the bank for 26 years and is directly responsible for supporting the treasury solutions officer's relationships which include school districts, cities, counties and special districts in Southern California.

His experience includes positions held in item processing, account reconciliation (operations and customer service, ach/automated clearing house (operations and customer service) and most recently in treasury implementation.

- Responsibilities**
- Support and back-up for the treasury solutions officer
  - Assumes responsibility for follow-up and resolution of problems referred to treasury solutions officer
  - Assists treasury solutions officer by working with client services on inquiries and implementation of services

## Tab C - Conceptual Plan

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services, which distinguish your firm and make it the better choice for the City. Submittal of a proposed implementation schedule is required as part of the Conceptual Plan.

Since the City is a current Bank of America client, you can continue focusing on your citizens and community without disruption and you will benefit by avoiding a time-consuming and costly conversion process. Below is an account structure containing suggested and currently utilized solutions for the City of Placentia:

### City of Placentia General Account 14312-80221

- Banking Center Deposits (Curr/Coin/Cks)
- Change Orders – Bkg Ctr
- Returns/Chargebacks
- Checks Paid
- Online Image Access
- ARP Full w/ Positive Pay
- ARP Issue Input via Transmission
- ARP Issue Input via Fax/Email
- ACH Direct Deposit
- ACH Trade Payments
- ACH Reports via Mail, Fax & CashPro
- Express Tax
- Outgoing Wires
- Incoming Wires
- CashPro: Previous Day Reporting (10 day), OLS (ACH & ARP), Image Access, Pospay, Reconciliation, Stop Payments

### City of Placentia Workmans Comp 14318-80525

- Banking Center Deposits (checks)
- Checks Paid Not Returned
- CashPro: Previous Day (45 day)

### City of Placentia Healthcare Account 14313-80513

- Banking Center Deposits (checks)
- Checks Paid Not Returned
- CashPro: Previous Day (45 day)

By implementing Remote Deposit Services Online, the City will realize faster availability of funds, reduced processing time, and enhanced customer service capabilities. We have provided a detailed description of this service and its benefits in Tab P – Other Services. In Tab P, we have also provided information regarding our electronic disbursement solution that will reduce check production costs, protect against fraud, allow the City to better forecast cashflow and provide a monetary rebate of approximately \$27,000 a year. This monetary rebate will more than cover the City's banking fees for the year. Thus moving the Treasury/Finance Department from a cost-center to either cost-neutral or profit center. This will free up funds to be spent on projects that will benefit the tax payor.

The quality of our client service differentiates Bank of America from other providers. Our strategy of assigning an individual implementation coordinator for any new services the City desires is also an example of Bank of America's commitment to service quality.

As a market leader, we constantly monitor industry trends and technological advancements to ensure that our products maintain our #1 leadership position. Bank of America has a clear vision with regard to evolving technologies and is positioned to best capitalize on the changing environment to benefit our clients. Our goal is to be a trusted advisor for financial solutions through easy access to our knowledge and expertise, products and services, efficient processes, elimination of errors and the delivery of innovative new products that reflect the higher standards you expect from Bank of America.

We are pleased to provide our world-renown product implementation structure for new services below. Custom detailed implementation plans will be developed for the City to help ensure employees are fully capable of using newly implemented technologies, processes and products. The City's existing client team is very familiar with your treasury needs and will continue to oversee existing servicers and work with you on any new service implementation projects.

#### **New Product Implementation Structure for the City**

We will use the following process structure when the City implements new services with us:

#### **PRODUCT IMPLEMENTATION STRUCTURE AND PROJECT MANAGEMENT APPROACH**

<b>Implementation Meeting:</b>	An implementation advisor, along with members of your current client team will immediately schedule a meeting with City staff to confirm objectives and design a customized implementation plan.
<b>Documentation:</b>	All necessary service setup forms, as well as any applicable equipment and file specifications, will be provided to the City with clear instructions. The implementation advisor will review the documentation with you and answer any questions.
<b>Training:</b>	We will work with the City to ensure staff is completely trained to fully benefit from our products and services. We will provide all training resources either in person, via the web and/or telephone. We will also provide operating manuals and user guides at no cost.
<b>Ongoing Support and Training:</b>	Throughout the City's relationship with us, we will continue to make the bank's resources and product information available by providing additional training as needed, operating manuals for any new services and ongoing support.
<b>Inspect:</b>	Post implementation review of the custom designed project plan by the City and the bank's implementation teams. Verify testing is complete and services are established. Discuss additional needs.

Please find specific implementation plans for Remote Deposit Service Online and ePayables in the Appendix.

## Tab D - Account Reconciliation

**Monthly bank statements must be furnished for each account, and be made available to the City within ten (10) working days after the last calendar day of each month, listing checks in numerical order with amounts clearing listed on each check. Information must also be provided describing miscellaneous debit and credit memos booked to the account during the month. The bank statement must also include a summary of beginning cash balance, deposits/credits, checks/debits, ending cash balance, date each check cleared the bank, and date and amount of deposits. All transactions must be sorted by type with subtotals for each type. Each transaction must be identifiable and not combined with other transactions. Include an example of the standard monthly bank statement issued by the bank under this tab.**

The bank will continue to provide Full Account Reconciliation, coupled with Image Positive Pay to the City. The City will continue to receive paper bank statements within six business days of the monthly cut-off date. You can also continue to receive your bank statements online the next business day after the accounting period via CashPro Online our web-based client access system. Bank of America can meet all the stated requirements.

### Online Statements

Online statements are available through the treasury services module of CashPro Online. This service enables the City to access Demand Deposit Account, Account Analysis, and Account Reconciliation Statements online. The City has the capability to reconcile accounts without having to wait for the printed statements to arrive in the mail. Online Statements and reports can be viewed, printed, or exported.

### Full Account Reconciliation

Prior to issuing checks, the City provides electronically to the bank information on individual checks being issued. This information includes serial number, date issued and dollar amount. At your option, the City can also include additional data for payee name and/or other discretionary data on each issue record. As checks are presented to Bank of America for payment, we match the paid items to the issued item on file and produce reports at the end of your accounting cycle showing the results of the match. In addition to the standard reconciliation reports, a file can be transmitted that includes paid check and/or outstanding check information.

We have provided a sample Account Reconciliation Report on the following page. We have also included a sample monthly bank statement in the Appendix.

# Response to City of Placentia, CA Request for Proposal for Banking Services



Tab D - Account Reconciliation

<b>Bank of America Consolidated</b>											
BANK OF AMERICA	CONSOLIDATED ACCOUNT NO: 9999999999	COMPANY: ARP CUSTOMER	DATE: 12-31-02 01-31-03	PAGE 1 OF 2							

C O D E	CHECK NUMBER	CHECK AMOUNT		DATE ISSUED	DATE PAID	BANK REF. NO.	PAYEE IDENTIFI- CATION	C O D E	CHECK NUMBER	CHECK AMOUNT		DATE ISSUED	DATE PAID	BANK REF. NO.	PAYEE IDENTIFI- CATION
		PAID	O/S							PAID	O/S				
	999	40.00		01-31-03					1047	3,286.41		01-09-03	01-13-03	00000447	
	1000	20.00		01-31-03					1048	111.89		01-09-03	01-20-03	00000448	
2	1001	146.36		12-15-02	01-31-03				1049	20,016.26		01-09-03	01-20-03	00000449	
2	1002	9.45		12-15-02	01-31-03				1050		333.33		01-20-03		
	1005	99.99		12-15-02					1051		638.92		01-20-03		
4	1006	46.94		12-15-02	12-22-02				1052		40.56		01-20-03		
	1007	126.72		12-15-02					1053		488.00		01-20-03		
	1008	54.44		12-15-02					1054	1,715.88		01-10-03	01-27-03	00000454	
	1009	108.15		12-30-02					1055	333.33		01-10-03	01-27-03	00000455	
	1010	21.76		12-30-02					1056	489.84		01-11-03	01-27-03	00000456	
4	1011	47.59		12-30-02	01-10-03				1057	4,389.50		01-11-03	01-27-03	00000457	
4	1014	6.00		12-30-02	01-10-03				1058	243.48		01-12-03	01-27-03	00000458	
	1015	32.71		12-30-02					1059	16.00		01-13-03	01-27-03	00000459	
	1018	55.20		12-30-02					1060	88.00		01-13-03	01-27-03	00000460	
	1019	81.60		12-30-02					1061	40.16		01-13-03	01-27-03	00000461	
	1022	15.28		12-30-02					1062		90.41		01-27-03		
	1023	21.76		12-30-02					1063	166.40		01-16-03	01-27-03	00000463	
	1024	9.71		12-30-02					1064	27.20		01-16-03		00000464	
3	1025				12-05-02	00000425			1065	1,873.60		01-17-03	01-27-03	00000465	
4	1029	205.39		12-31-02	12-30-02				1066	104.00		01-17-03	01-31-03	00000466	
	1030	505.00		01-06-03	01-03-03	00000430			1067	112.12		01-18-03	01-31-03	00000467	
	1031	221.03		01-06-03	01-03-03	00000431			1068	5,000.00		01-18-03	01-31-03	00000468	
	1032	141.51		01-06-03	01-03-03	00000432			1069	444.00			01-31-03		
	1033	139.11		01-06-03	01-03-03	00000433			1070	44.00		01-20-03	01-31-03	00000470	
	1034	80.00		01-06-03	01-03-03	00000434			1071	105.49		01-20-03	01-31-03	00000471	
	1035	68.80		01-06-03	01-04-03	00000435			1072	222.22		01-20-03	01-31-03	00000472	
	1036	18.40		01-06-03	01-04-03	00000436			1073	108.00		01-23-03	01-31-03	00000473	
	1037	101.22		01-06-03					1074	1,680.00		01-23-03	01-31-03	00000474	
	1038	221.44		01-06-03					1075	424.00		01-24-03	01-31-03	00000475	
1	1039	60.00			01-04-03	00000439			1076	121.00		01-25-03	01-31-03	00000476	
	1040	288.77		01-13-03	01-05-03	00000440			1077	331.00		01-25-03	01-31-03	00000477	
	1041	203.11		01-13-03	01-05-03	00000441			1078		912.13		01-31-03		
	1042	600.45		01-13-03	01-05-03	00000442			1079		489.13		01-31-03		
	1043	111.14		01-13-03	01-05-03	00000443			1080	445.66		01-26-03	01-31-03	00000480	
	1044	40.00		01-13-03	01-06-03	00000444			1081		634.49		01-31-03		
	1045	121.04		01-13-03	01-06-03	00000445			1082	505.44		01-26-03	01-31-03	00000482	
	1046	12,129.29		01-13-03	01-06-03	00000446			1083	666.21		01-27-03	01-31-03	00000483	

EXAMPLE - NOT TO SCALE

## Tab E - Account Analysis Report

**Monthly Account Analysis Reports will be provided within ten (10) working days after the last calendar day of the month for each account and in total for all accounts, providing the following minimum information in summary and individually for each of the accounts: average daily cash balance; Federal Reserve requirements; average daily float; average collected balance; earnings allowance; and transaction volumes and prices, including, but not limited to, account maintenance, deposits, checks paid, wire and intra-account transfers in and out, and returned checks. Include an example of the bank's standard account analysis report for a general operating account under this tab.**

The City will continue to receive paper Account Analysis Reports no later than the 10<sup>th</sup> business day of the month following the analysis period. The City may also access the Account Analysis Report online through CashPro. The following information will continue to be provided in the City's analysis statements:

- Average Net Ledger Balance
- Average Float Balance
- Average Net Collected Balance
- Average Positive Collected Balance
- Average Negative Collected Balance
- DDA Balance-Reserve Requirement
- Investable Balance
- Balance Equivalent-Total Service Charge
- Excess/(Deficit) Collected Balance
- Quarter average ledger balance

We have provided a sample Account Analysis Statement on the following page.

# Response to City of Placentia, CA Request for Proposal for Banking Services



Tab E - Account Analysis Report



## ACCOUNT ANALYSIS STATEMENT DETAIL ACCOUNT

ACCOUNT ANALYSIS SERVICES  
P.O. BOX 37000  
SAN FRANCISCO, CA 94137

STATEMENT PERIOD:  
3/01/2011 THROUGH 3/31/2011

PARENT NUMBER: 12345  
SUBSIDIARY NUMBER: 00001  
ACCOUNT NUMBER: 355  
OFFICER CODE: 012345 30

ACCOUNT POSITION	AMOUNT	AMOUNT	BALANCE
EARNINGS ALLOWANCE	75.77	79.98	313,896.91
INTEREST CHARGES	390.94	426.71	1,679,299.50
TOTAL INTEREST AND ACTIVITY CHARGES		(346.73)	(1,364,541.26)
DEFICIT POSITION		(19.27)	(1,439,826.85)
EARNINGS ALLOWANCE ADJUSTMENTS		(365.86)	(1,599,807.61)
LESS: INTEREST CHARGE ADJUSTMENTS			
ADJUSTED DEFICIT POSITION			
ADDT'L BALANCE RESERVE REQUIREMENT			
DEFICIT COLLECTED BALANCE			

BALANCE INFORMATION	BALANCE
AVERAGE POSITIVE LEDGER BALANCE FOR QUARTER	1,260,880.00
AVERAGE MONTHLY BALANCES	
LEDGER BALANCE	392,743.39
LESS: FLOAT	56,536.70
COLLECTED BALANCE	336,206.69
NEGATIVE COLLECTED BALANCE	(12,569.66)
POSITIVE COLLECTED BALANCE	348,774.35
LESS: DDA BALANCE RESERVE REQUIREMENT	34,877.44
INVESTABLE BALANCE	318,896.91

RATE INFORMATION	BALANCE
EARNINGS ALLOWANCE RATE	-0.000%
RESERVE REQUIREMENT RATE	10.0000%
COLLECTED OVERDRAFT INTEREST CHARGE RATE	7.0000%
MULTIPLIER (INVESTABLE BALANCE REQUIRED PER \$1.00 OF SERVICE CHARGE)	3.9354585

INTEREST CHARGE DETAIL	INTEREST CHARGE	BALANCE REQUIRED
00 00210	75.77	298,186.69
TOTAL INTEREST CHARGES	75.77	298,186.69

Prices are information only for illustrative purposes only

ACTIVITY CHARGE DETAIL	SERVICE DESCRIPTION	Z7	PRICE	VOLUME	30	SERVICE CHARGE	BALANCE REQUIRED
00 0230	BALANCE AND COMPENSATION INFORMATION						
00	QUARTERLY FDIC PER \$1,000		.0318	1,261	40.10	157,811.89	157,811.89
01 0000	TOTAL BALANCE & COMPENSATION INFORMATION				40.10		
01 0000	GENERAL ACCOUNT SERVICES						
01	ACCOUNT MAINTENANCE		30.0000	1	30.00	118,063.75	118,063.75
01	TOTAL GENERAL ACCOUNT SERVICES				30.00		
05 0000	LOCKBOX SERVICES						
05	WLBX IMAGE LEX MINT		125.00	1	125.00	491,932.31	491,932.31
05	WLBX IMAGE PROC PER ITEM		.35	48	16.80	86,115.70	86,115.70
05	WLBX MINIMUM CHARGE				65.58	258,087.37	258,087.37
05	TOTAL LOCKBOX SERVICES				207.38	846,135.38	846,135.38
10 0141	DEPOSITORY SERVICES						
10	CHANGE ORDER VAULT	R	.09	3,099	278.82	1,097,284.54	1,097,284.54
10	COIN SUPP/ROLL-BOX-VLT		065	745	48.43	190,594.26	190,594.26
10	TOTAL DEPOSITORY SERVICES				327.25	1,287,878.79	1,287,878.79
99 9999	UNDEFINED SERVICES						
99	PRIOR PERIOD CHARGE ADJUSTMENT				(253.79)	(998,780.01)	(998,780.01)
99	TOTAL UNDEFINED SERVICES				(253.79)		
99	TOTAL ACTIVITY CHARGES				350.94	1,381,109.80	1,381,109.80

LOCKBOX DETAIL	NUMBER	AP CODE	DESCRIPTION	PRICE	VOLUME	SERVICE CHARGE
05 0000	IX 59423	05	WLBX W/LSL IMAGE LEX MINT	125.0000	1	125.00
05 0100	TX 59423	05	WLBX IMAGE PROC PER ITEM	16.80	48	806.40
05 0104	TX 59423	05	WLBX MINIMUM CHARGE	65.58		65.58
TOTAL						207.38

NEGATIVE COLLECTED BALANCE AND INTEREST CHARGE DETAIL	TRANSACTION DATE	DESCRIPTION	AMOUNT	NO OF DAYS	POSITIVE COLLECTED	BALANCE EFFECT	ALLOWANCE	EARNINGS	INTEREST	ALLOWANCE	INTEREST
03/09/2011				38	125,000.00	125,000.00	3,000.00	1,125.00	1,125.00	3,000.00	1,125.00
				3	(159,240.01)	(159,240.01)	.3000	(1.15)	(1.15)	.3000	(1.15)
TOTAL											
DAYS IN PERIOD											
AVERAGE NEGATIVE COLLECTED BALANCE											
INTEREST RATE											
TOTAL INTEREST CHARGE											

PRIOR PERIOD EARNING ALLOWANCE ADJUSTMENT DETAIL	SERVICE DESCRIPTION	34	35	EFFECTIVE DATE	ADJUSTMENT DATE	37	TRANSACTION AMOUNT	NO OF DAYS	POSITIVE COLLECTED	BALANCE EFFECT	ALLOWANCE	EARNINGS	INTEREST	ALLOWANCE	INTEREST
LLDGLH				01/28/11	03/05/11	37	62,500.28	3	187,515.84	187,515.84	3,000.00	1,125.00	1,125.00	3,000.00	1,125.00
FLOAT				01/28/11	03/05/11	37	(51,746.67)	3	(159,240.01)	(159,240.01)	.3000	(1.15)	(1.15)	.3000	(1.15)
NET ADJUSTMENT															

PRIOR PERIOD INTEREST CHARGE ADJUSTMENT DETAIL	SERVICE DESCRIPTION	EFFECTIVE DATE	ADJUSTMENT DATE	37	TRANSACTION AMOUNT	NO OF DAYS	POSITIVE COLLECTED	BALANCE EFFECT	ALLOWANCE	EARNINGS	INTEREST	ALLOWANCE	INTEREST
RATE CORRECTION REVERSAL		02/02/11	03/05/11	29	942,648.91	29	942,648.91	7,500.00	7,500.00	7,500.00	183.29	183.29	7,500.00
RATE CORRECTION		02/02/11	03/05/11	29	(942,648.91)	29	(942,648.91)	(7,500.00)	(7,500.00)	(7,500.00)	(183.29)	(183.29)	(7,500.00)
LEDGER		01/28/11	03/05/11	1	42,032.00	1	42,032.00	7,000.00	7,000.00	7,000.00	1.89	1.89	7,000.00
FLOAT		01/28/11	03/05/11	1	(9,714.67)	1	(9,714.67)	(7,000.00)	(7,000.00)	(7,000.00)	(1.89)	(1.89)	(7,000.00)
NET ADJUSTMENT													

PRIOR PERIOD ACTIVITY CHARGE ADJUSTMENT DETAIL	TRANSACTION DATE	DESCRIPTION	AMOUNT	NO OF DAYS	POSITIVE COLLECTED	BALANCE EFFECT	ALLOWANCE	EARNINGS	INTEREST	ALLOWANCE	INTEREST
02/02/2011				38	125,000.00	125,000.00	3,000.00	1,125.00	1,125.00	3,000.00	1,125.00
03/05/2011				3	(159,240.01)	(159,240.01)	.3000	(1.15)	(1.15)	.3000	(1.15)
TOTAL											

## Tab F - On-Line Reporting

The bank must have an electronic, on-line communication system providing bank account information no later than 7:00 AM Pacific Time each working day on all accounts on a daily basis, with current and previous working day information. The information shall be available by computer<sup>1</sup> via secure Internet access allowing a print out of the information on a laser quality printer. If computer access is not available on a particular day, the information must be available by telephone customer service (toll-free). This service will provide the following information for each account: cash balance, collected balance, day one float, day two float, number and amount of each debit, number and amount of each credit, with the ability to identify bank service charges, "wires in/out," and "transfers in/out." The bank shall provide access via personal computer and secure Internet access for information on checks paid including check number and date paid. The processing of stop payment notices and other account maintenance or confirmation assistance should also be offered through the computer system via secure Internet access, with the local branch, and via a toll-free customer service telephone line. Include an example of the bank's standard on - line reports under this tab.

### CashPro<sup>®</sup> Online

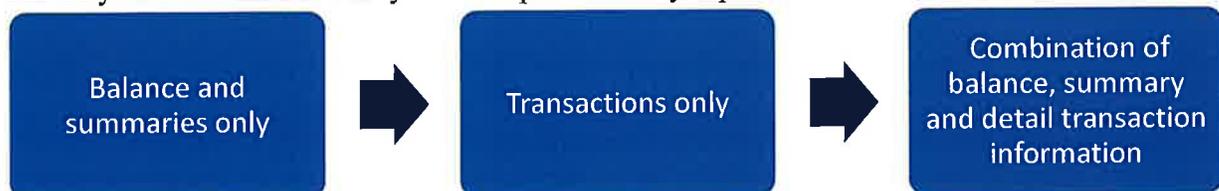
The City can continue to use CashPro Online – our premier information reporting and transaction initiation system -- for 24/7, easy-to-use, one-click access to your comprehensive set of treasury services. CashPro Online provides access to many types of statements and reports that can be viewed online or delivered through email.

### Previous-day and Current-day Information

Previous-day information will continue to be accessible by authorized City staff by 5 a.m. Pacific, Monday through Friday on CashPro Online. Current-day domestic information is updated continuously throughout the day as it is received from the bank's various transaction processing systems and reported to CashPro Online every 10 minutes, normally from 5:30 a.m. until 5:30 p.m. Pacific, Monday through Friday. If for some reason the City can't access the internet, our customer services group (via toll-free number) can provide you with this information and facilitate transactions.

### Previous-day and Current-day report formats and transaction types

The City will continue to easily retrieve previous-day reports that include:



For balance and summary reporting, Bank of America offers most status (balance) and summary BAI code items, including: closing ledger balance, opening ledger balance, collected/closing available balance, opening available balance, as well as transaction summary and float totals. We have included sample reports in the Appendix.

### Security

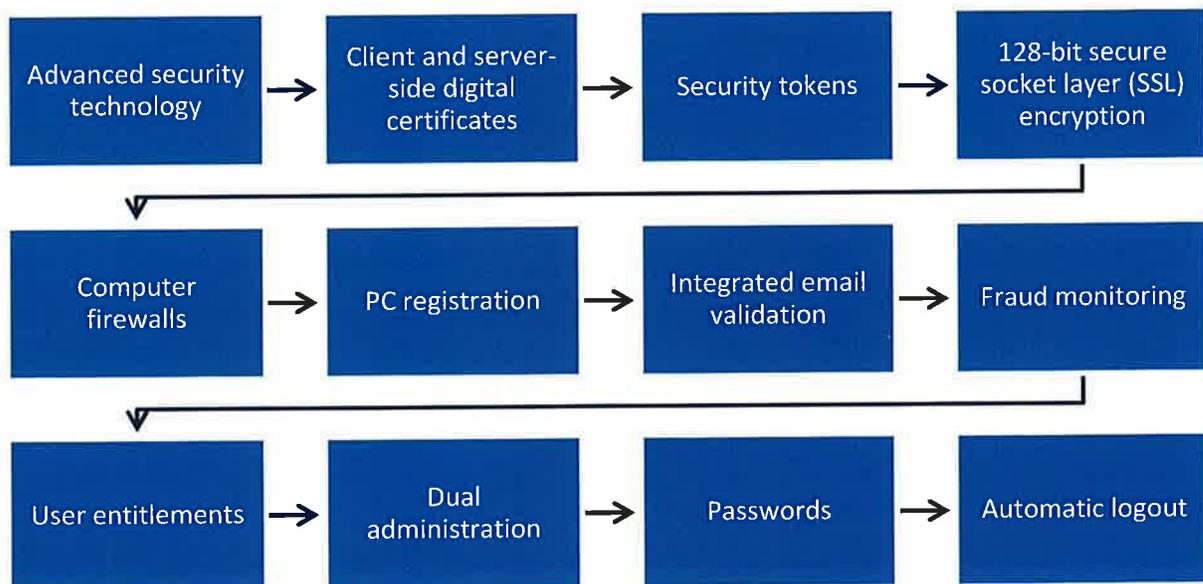
Access to CashPro Online is secured using unique user identification numbers (City ID/user ID) and passwords, along with risk monitoring authentication. 128-bit SSL data encryption protects transaction information as it travels over the internet. Multiple levels of approval and security tokens provide an additional safeguard and control for select higher-risk transactions. Risk monitoring authentication at login validates a user's credentials using a number of factors, such as network information, user information, positive device identification and user profiling.

#### The Bank of America Competitive Advantage

##### Best-in-class fraud prevention

*Keynote Systems*, a global test and measurement company for mobile communications and the internet, announced we achieved the top overall ranking on the Keynote Banker Scorecard for the second year in a row in its examination of top online banks. *Javelin Strategy & Research* ranked the bank **best in class** in banking identity safety for the **sixth consecutive year**.

### Expansive protection measures to protect the City



## Tab G - Wire Transfers Deposits

**The bank shall have the capability to accept a variety of electronic payment and deposit services (ACH) used by the City in connection with investment transactions, Local Agency Investment Fund transfers, and other payments to the City. The bank shall guarantee immediate credit on all wire transfers upon receipt.**

The City can continue to receive a variety of wire transfers and ACH transactions, and will receive notifications of all incoming payments via CashPro Online. All transfers received from the Federal Reserve prior to third-party cutoff of 3 p.m. Pacific will receive same-day credit if accurate beneficiary account information is provided on the wire. Wires received between 3 p.m. and 3:30 p.m. Pacific settlement period will be processed on a reasonable effort basis.

## Tab H - Wire Transfer Payments

**The bank shall provide the City the capability to send wire transfers electronically using a personal computer via secured Internet access. These wire transfers out may be "same day" or for some future date as directed by authorized City officials.**

The City may send repetitive and non-repetitive wire transfer payments through CashPro Online – our secure, 24/7 online transaction initiation platform or use our telephone wire transfer service.

The Bank of America Wire Transfer service is designed to let you easily transfer funds to and from Bank of America accounts using the Federal Reserve System. This service also includes the ability to affect internal wire transfers between two Bank of America accounts.

### Warehousing Capability

We can warehouse future value dated wire transactions initiated through CashPro Online or when calling into the wire room. CashPro Online Electronic Transfers warehouses USD Fed wires for up to 365 days. In addition, products are available to support standing wire instructions and can be established on CashPro Online or on the wire system.

#### **The Bank of America Advantage for the City**

The "save as" template feature available with the CashPro Online Electronic Transfers service allows an entitled user to save a non-repetitive transaction as a template, so it can be used for repetitive initiation in the future. This saves you the extra time of re-keying the data into a template.

### Payment release

Once the City releases the wire payment to the bank, it is processed by the IntraNet wire transfer system. If the routing is incorrect or there are insufficient funds in the debit account, Wire Transfer Services will take the appropriate steps to complete processing the payment. Once these steps have been completed, the wire is released to the internal Bank of America network for final payment. The IntraNet system reviews the payment instructions, repairs any routing errors, checks the balance in the debit account and then processes the payment.

If there are insufficient funds in the account, a pre-approved daylight overdraft limit can be utilized to process the wire. We are pleased to offer the City of Placentia a \$1,000,000 daylight overdraft. If there is not a daylight overdraft limit or the limit is exceeded, your client team and the Risk Management team will be contacted, and they will determine if the wire should be released, held until sufficient funds are received or cancelled.

### Reporting

Current- and previous-day wire transfer information reporting is available in report or BAI file format through CashPro Online. We also provide telephone or fax advising for incoming wire transfers for an additional fee.

## Tab I - Availability of Funds

**The bank shall guarantee availability of all other checks and deposits based on the Availability Schedule.**

The City's checks and deposits will continue receive the same availability as currently provided today. Availability of funds is based upon specific requirements such as:

- Time of the deposit
- Whether the deposit will be made at a banking center, through Remote Deposit, or directly to a check processing center
- What types of items are being deposited (what are the routing numbers of the items deposited)

We have provided our multi-page availability schedule in the Appendix.

## Tab J - Payroll Services

**The bank must provide payroll direct deposit services for City employees via electronic funds transfer to their personal bank accounts and honor all valid payroll checks presented by the payee at any bank branch location. Employees are not required to use electronic funds transfer.**

Bank of America will continue providing employee payroll checks via direct deposit, and we will ensure that funds will be deposited to any financial institution and available to your employees by 8 a.m. Pacific. For any employees currently not enrolled in direct deposit, our group banking experts can set up a fast and easy direct deposit enrollment program.

Bank of America can cash all City payroll checks to Bank of America account holders free of charge. Bank of America has extremely flexible ACH origination delivery times, and will generally process the City's file as soon as it is received. Because we process on a continuous basis, we do not have specific day or night cycle cutoffs.

### Processing Times

When the City is making direct deposit of payroll payments, we recommend that you allow for sufficient lead time for receiving financial institutions to make funds available at the opening of business on settlement day. The City's designated account will be debited on the settlement date.

### The Bank of America Advantage

#### Flexible Processing Deadlines for the City

Our ACH input deadlines are extremely competitive, allowing the City greater flexibility in moving your funds via ACH.

ACH PROCESSING DEADLINES		
Type of Transaction	Time (Pacific)	Days Prior to Settlement
Transit Items	8:30 p.m.	1 Business Day
On-Ups	6 p.m.	0 Business Days
Direct Deposit With Memo Post	8 a.m.	1 Business Day
ACH Prefunding	Same As Transit Deadline	1 Business Day
Sunday for Monday Settlement	7 p.m.	1 Calendar Day
Midweek Holiday	8:30 p.m.	1 Calendar Day

Deadlines described above apply to direct transmission files. Files are not considered delivered until the complete file has been received successfully by the ACH site. On-Ups entries are items destined for Bank of America domestic accounts. On payday, you will want to provide employees with notification of deposit. Paper advices can be handed out or mailed to the employees' homes. Other government entities have gone the electronic route by providing voice mail, email to report pay information in a paperless environment.

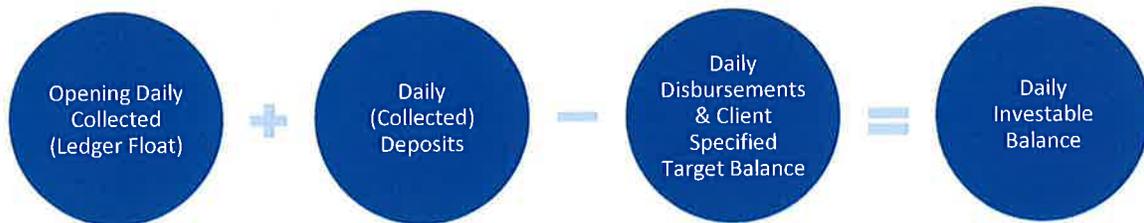
## Tab K - Interest on Sweep Account Balances

**The bank shall provide a sweep account for the General Operating account to enable the City to earn interest on amounts in excess of the compensating balance, or an agreed upon amount.**

Bank of America offers our Automated Investment Service (AIS) to help the City maximize income by providing an automatic way to invest daily excess collected balances in any one of several low-risk investment options. The amount of the investment is based on the City's end-of-day collected checking account balance less the predetermined target balance, if any. That being said, in today's interest rate environment, we recommend that the City continue to leave its balances in your checking account and earn Earnings Credit. The current Earnings Credit rate is 30 basis points vs. treasury rates of 01 basis point.

### How it works

All Sweep Investment options are performed on a same-day basis. As the last transaction of the day, the end-of-day sweep moves any excess collected funds above the City's predetermined target balance, if any, into an overnight investment which occurs after all debit and credit transactions have posted to your checking account. Sweep transactions are calculated using the following formula:



### Daily Confirmations and Monthly Statements:

Daily confirmation of sweep investment activity is available by U.S. Mail, electronically using CashPro Online or fax.

**The bank shall list the monthly interest rate for the past twelve months (January 2010 to December 2010) for the sweep account that would be used by the City.**

AIS	10/10	11/10	12/10	01/11	02/11	03/11	04/11	05/11	06/11	07/11	08/11	09/11
Sweep	.050%	.050%	.050%	.050%	.050%	.050%	.050%	.050%	.050%	.010%	.010%	.010%

**The sweep account must comply with the City's investment policy. (See Appendix D) This is an option that the City may implement if it is found to be advantageous.**

Bank of America's AIS service complies with the City's investment policy.

## Tab L - Tax Payments

**The City must be able to deposit various employee Federal and State payroll tax payments via personal computer with secure Internet access, or by software using phone instructions.**

The City can use our Express Tax service – a convenient way making Federal and State payroll tax payments – through CashPro Online. With the Express Tax payment, the City does not need to maintain all the various addendum formats. After simply selecting the agency and tax type, the interface will intuitively bring up proper fields for the City to input the amount, filing period and due date. Once complete, you will only need to wait for a confirmation.

To enroll in the Express Tax service, the City will be asked to provide information about themselves, other owners/guarantors and their company. Enrollment is done online and the City should have the following information available:

- Relevant licenses
- Tax ID and SIC code
- Date established
- Location address
- Checking and/or savings account numbers
- Tax revenues for last fiscal year
- Tax expenditures for last fiscal year

## Tab M - Positive Pay

**The bank shall provide a system by which the check number and amount of each check can be transmitted each business day from the City to the bank. This information is electronically matched to checks presented against the City's accounts and is provided to branches to help make decisions on cashing checks presented to tellers. The City then has the ability to instruct the financial institution to return any checks that do not match the information provided.**

The City can continue to use Full Account Reconciliation with Image Positive Pay. Positive Pay is made easy through proactive alerts about activities requiring decisions at the bank. In addition to the notifications displayed on the CashPro Online, the City will receive optional notifications on entitled accounts by email when you have exceptions requiring your attention.

The features of Positive Pay are available on one, easy to navigate screen. Authorized users can view the image of a specific exception in question. The Exception Inquiry screen allows you to search for specific items or to sort the exceptions to increase the efficiency of research efforts. Inquiries can be based on specific ranges of check numbers, dollar amounts, and other status information.

### Teller Positive Pay

The City can enhance its fraud control at the teller line through Teller Positive Pay. This service establishes a link between the bank teller systems and the bank ARP systems. When a check is presented for cashing in a banking center, the teller system will query a database to determine if the City has submitted an issue file for the check and validates the serial number and the amount. If there is no valid issue record for the account, the item will not be paid by the teller, thereby providing the City front line defense against check fraud.

In addition to providing check issue information (serial number and amount) to our banking center teller system, we now pass payee name information (where provided) for those accounts flagged as Payee Positive Pay and Teller Positive Pay. This enhancement better equips our bank tellers to detect potentially fraudulent checks before they are cashed.

In an effort to reduce fraud before it is committed, we are isolating non-account holders to banking center lobbies for check cashing. We are also collecting inkless thumbprints of non-account holders.

### Payee Positive Pay

Payee Positive Pay is an image-based tool that adds another level of security to Bank of America check fraud prevention services. This service captures the payee name on checks presented to the bank and compares it to the City's supplied information to determine if the

payee has been altered. Any payee discrepancies will be reported to the City for review and the decision whether to pay or return the item.

Below are additional exception types that will be reported to Payee Positive Pay clients through the CashPro Online Positive Pay service:

- Payee Mismatch – Items for which payee name on check does not match payee name submitted in your issue data.
- Payee Not Found – Items for which there is no payee name submitted in your issue data.
- Stale-date Seal (Optional) – Items for which stale-date period is exceeded. Optional service for accounts subscribing to the Secure Seal service.
- Paid No Issue – Checks presented to the bank for which there is no issuance information on file will be reported as exceptions through the standard positive pay exception reporting process on CashPro Online. These exceptions will not be subject to the additional payee name verification service.

An integral part of the Payee Positive Pay solution is the paper stock and check design since the quality of the check stock can dictate the quality of the resulting image in the check paying process. As a result consistency and quality criteria must be met, for example, check design, paper stock, information placement, font style, and image readability.

Prior to implementation, Bank of America will provide the City with our Payee Positive Pay Service Guidelines, which contain detailed paper stock and check design recommendations. Your Implementation Coordinator will request check stock samples for payee positive pay readability testing for the City's checks. Additionally, we will provide you with the Payee Positive Pay Issue File Format and work with your technical contact to complete the issue input transmission testing and validate the inclusion of payee name information. Implementation time for Payee Positive Pay is approximately four weeks.

## Tab N - Daylight Overdraft Protection

**The bank must provide a minimum \$1,000,000 Daylight Overdraft protection. The cost of the daylight overdraft protection must be listed in the pricing schedule. The City requests Daylight Overdraft Protection on all of its accounts.**

After selection as the winning bid of this contract, Bank of America will establish a \$1,000,000 Daylight Overdraft Limit (DOL) for the City. The DOL is available at the sole discretion of Bank of America, N.A., is subject to bank approval and is continually reviewed by the bank. The DOL would be subject to such other terms and conditions as may be required by Bank of America, N.A. There is currently no service charge for this courtesy service, so long as the City's ledger balance in the applicable account exceeds zero at the end of the day after all processing is completed. However, this may change based on future regulatory requirements or changes in the pricing policies of Bank of America, N.A.

(Note: If the ledger balance is positive, but the collected balance is negative, the negative balance would be subject to an uncollected funds interest charge; however, this is unrelated to the DOL.)

On a less formal basis, when an account balance shortfall or daylight overdraft situation occurs on the City's account due to a pending outgoing wire transfer, the bank may contact the Client Manager, Lou Mastro, to apprise them of the situation. The City may be contacted by the Client Manager or the Sales Support Associate, Rosa Machado, to confirm the source of impending funding of the shortfall (overdraft) in the account. Concurrent to this, the bank's wire system continually updates for incoming credits to an account and will automatically release pending outgoing wires upon receipt of funds to cover the transaction.

## Tab 0 - Deposit Services

Describe the bank's deposit services in this section.

The City can continue to make its deposits at the closest Bank of America banking center located at 160 E Yorba Linda Blvd Placentia, CA 92870 which is only 1.2 miles away from City offices. For your convenience, we have provided a picture and map of this banking center location below.

The City will continue to receive the benefit of same-day ledger credit when deposits are made prior to 3 p.m. Pacific, Monday – Thursday and up to 6 p.m. on Friday. Once the bank has verified the City's deposits, your deposit information will be reported on CashPro Online in real-time.

Picture and Map of Placentia Banking Center



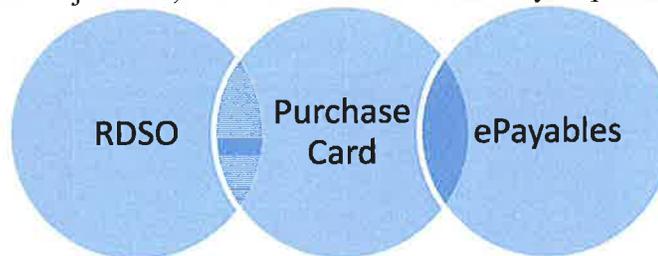
## Tab P - Other Services

**The bank may be required to provide other standard banking services not specifically referenced in this RFP. Describe other services provided by your bank in this section.**

In addition to banking services requested by the City, we are pleased to present innovative solutions to improve efficiencies, automate processes and reduce costs.

### **Additional value-added services**

At every possible opportunity, we will work to exceed the City's requirements. Based on our understanding of your objectives, we recommend that the City implement these solutions:



### Remote Deposit Service Online (RDSO)

RDSO can help streamline your deposit process by scanning checks right from your desktop and sending them electronically to Bank of America. This is a market-leading check capture product as one of the fastest, most efficient check processing options available. By transmitting images instead of shipping cumbersome paper, the City can benefit from improved clearing times and overall productivity. Benefits include:

- Extended deadlines – Later deposit deadlines allow for longer processing windows and reduced receivables hold over
- Speedy access to funds – With electronic deposits, Bank of America can credit the City's funds faster and in turn supplies funds availability faster
- Reduces costs – Helps to eliminate the need for daily bank runs while converting from paper to electronic handling of your receipts
- Robust security features – Includes digital certificates and strict user authorizations, helping to protect check information clients transmit to the bank



The bank provides a scanner to print a horizontal spray line on the back of each check at the City's offices. Courtesy/Legal Amount Recognition software in your computer automatically reads the dollar amount in the courtesy amount box and pre-fills the value in the amount field on the deposit list. Finally, the check image and the MICR information are sent through a protected internet connection to the bank for processing. As a way to demonstrate our commitment to the City, we would like to extend a **free scanner** to the City. This scanner

can scan one document a second and will assist the City in streamlining your receivables process.

**Corporate Purchasing Card**

By using our Corporate Purchasing Card, the City can reduce purchasing, reconciliation and accounts payable processing expenses by up to 80 percent. By authorizing your employees to use a Corporate Purchasing Card for routine, low-dollar purchases, the paperwork and processing associated with those tasks are significantly reduced.

The City’s logo can be printed in the right-hand corner of each card for easy recognition by your cardholders.



To protect the City from misuse and to reduce corporate exposure, we offer free liability waiver coverage for up to \$100,000 per authorized cardholder for all of our corporate purchasing cardholders in programs with a minimum of five cardholders.

**ePayables**

We recommend an easy way for the City to take advantage of technology that provides a new revenue stream and cuts costs: replacing paper checks with electronic payments through ePayables. ePayables is a simple, no fee, turn-key solution that will reduce the City’s reliance on paper, not to mention the overhead costs of reconciling paper, issuing, and mailing checks.

Beyond eliminating the overhead of issuing checks, ePayables will also optimize the City’s float, beef up protection from check fraud, and provide revenue in the form of an annual rebate. By using ePayables the City can reduce check costs and receive an estimated rebate of \$27,783 based on an analysis of your AP check disbursements and our experience with these types of payments.

<b>Disbursements – Checks (based on 3-month actual check A/P spend)</b>	
<b>Sum of Check Debits</b>	<b>6,039,682</b>
<b>Annualized Figure</b>	<b>24,158,728</b>
Estimated % conversion to ePayables	10.00%
Estimated Annual Spend on ePay	2,415,873
Rebate Incentive based on Volume (bps)	1.15%
<b>Estimated Value of ePayables</b>	<b>27,783</b>

The bank will dedicate an implementation team to manage the implementation of the City’s ePayables program, and this team will enroll vendors into the program on your behalf. Bank of America is the only provider that offers a vendor-match service against a proprietary database of vendors known to accept ePayables.

## Tab Q - References

1. List ten (10) similar organizations/entities for which similar services have been performed in the last five years. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.

CITY OF CORONA	
Contact Name	Patricia Song, Finance Manager
Telephone / Email	951.736.2327 / <a href="mailto:patricia.song@ci.corona.ca.us">patricia.song@ci.corona.ca.us</a>
Services	Remote Deposit Services, Banking Center Deposits, QBD Deposits, Vault Deposits, Image Cash Letter Service, Checks Paid, CDROM Services, Partial ARP w/ Payee Positive Pay, ACH Direct Deposit, ACH Vendor Payments, ACH Block & Authorization Services, Online Information Reporting, Wire Transfer Services
Length of time for services	Customer since 2005
CITY OF CYPRESS	
Contact Name	Matt Burton, Asst. Director of Finance
Telephone / Email	714.229.6718 / <a href="mailto:mburton@ci.cypress.ca.us">mburton@ci.cypress.ca.us</a>
Services	Banking Center Deposits, Checks Paid, CDROM Services, Full ARP, Positive Pay, ACH Direct Deposit, Express Tax, Online Information Reporting Services, Wire Transfer Services
Length of time for services	Customer since 1992
CITY OF EL MONTE	
Contact Name	Julio Morales, Finance Director
Telephone / Email	626.580.2026 / <a href="mailto:jmorales@elmonteca.gov">jmorales@elmonteca.gov</a>
Services	Remote Deposit Services, Lockbox Services, Banking Center Deposits, Vault Deposits, Checks Paid, CDROM Services, Positive Pay, ACH Direct Deposit, ACH Trade Payments, ACH Block & Authorization Services, Payment Collection Gateway Services, Online Information Reporting Services, Wire Transfer Services
Length of time for services	Customer since 1963

# Response to City of Placentia, CA Request for Proposal for Banking Services

CITY OF IRVINE	
<b>Contact Name</b>	Valaya Chitchakkol, Finance Administrator
<b>Telephone / Email</b>	949.724.6027 / <a href="mailto:ychitchakkol@ci.irvine.ca.us">ychitchakkol@ci.irvine.ca.us</a>
<b>Services</b>	Remote Deposit Services, Banking Center Deposits, Vault Deposits, Checks Paid, CDROM Services, Full ARP w/ Positive Pay, ACH Direct Deposit, ACH Vendor Payments, ACH Block & Authorization Services, Online Information Reporting, Wire Transfer Services
<b>Length of time for services</b>	Customer since 1960
CITY OF LAKEWOOD	
<b>Contact Name</b>	Diane Perkin, Director of Administrative Services
<b>Telephone / Email</b>	562.866.9771 x2601 / <a href="mailto:dperkin@lakewoodcity.org">dperkin@lakewoodcity.org</a>
<b>Services</b>	Remote Deposit Services, Lockbox Services, Vault Deposits, Cash Letter Deposits, Checks Paid, CDROM Services, Positive Pay, ACH Direct Deposit, ACH Block & Authorization Services, Express Tax, Paymode Online Bill Pay Consolidation Services, Online Information Reporting Services, Wire Transfer Services
<b>Length of time for services</b>	Customer since 1962
CITY OF REDONDO BEACH	
<b>Contact Name</b>	Frank Rowlen, Deputy City Treasurer
<b>Telephone / Email</b>	310.372.1171 x2420 / <a href="mailto:frank.rowlen@redondo.org">frank.rowlen@redondo.org</a>
<b>Services</b>	Lockbox Services, Banking Center Deposits, QBD Deposits, Vault Deposits, Check Paid, CDROM Services, Positive Pay, ACH Direct Deposit, ACH Block & Authorization Services, Payment Collection Gateway Services, Online Information Reporting, Wire Transfer Services
<b>Length of time for services</b>	Customer since 1969

# Response to City of Placentia, CA Request for Proposal for Banking Services



Tab Q - References

CITY OF TORRANCE	
<b>Contact Name</b>	Dana Cortez, City Treasurer
<b>Telephone / Email</b>	310.618.5801 / <a href="mailto:dcortez@torranceca.gov">dcortez@torranceca.gov</a>
<b>Services</b>	Remote Deposit Services, Banking Center Deposits, Vault Deposits, Checks Paid, CDROM Services, Image Archive Service, Full ARP w/ Payee Positive Pay, ACH Direct Deposit, ACH Positive Pay, ACH Block & Authorization Services, Express Tax, Online Information Reporting, Wire Transfer Services
<b>Length of time for services</b>	Customer since 1981
CITY OF TUSTIN	
<b>Contact Name</b>	Pamela Arends-King, Finance Director
<b>Telephone / Email</b>	714.573.3061 / <a href="mailto:parends-king@tustinca.org">parends-king@tustinca.org</a>
<b>Services</b>	Banking Center Deposits, Vault Deposits, Image Cash Letter, Checks Paid, CDROM Services, Partial ARP w/ Positive Pay, ACH Direct Deposit, ACH Consumer Debits, ACH Block & Authorization Services, Express Tax, Online Information Reporting
<b>Length of time for services</b>	Customer since 1969
CITY OF WESTMINSTER	
<b>Contact Name</b>	Erin Backs, Finance Services Manager
<b>Telephone / Email</b>	714.898.3311 x241 / <a href="mailto:eback@ci.westminster.ca.us">eback@ci.westminster.ca.us</a>
<b>Services</b>	Remote Deposit Services, Banking Center Deposits, Vault Deposits, Cash Letter Deposits, Checks Paid, CDROM Services, Positive Pay, ACH Direct Deposit Services, ACH Consumer Debit Services, Online Information Reporting, Wire Transfer Services
<b>Length of time for services</b>	Customer since 1992

CITY OF YORBA LINDA	
Contact Name	Pamela Parisien / Financial Services Manager
Telephone / Email	714.961.7142 / <a href="mailto:pparisien@yorba-linda.org">pparisien@yorba-linda.org</a>
Services	Remote Deposit Services, Banking Center & QBD Deposits, Checks Paid, Image Archive, Full ARP w/ Positive Pay, ACH Direct Deposit, Express Tax, Online Information Reporting, Wire Transfer Services
Length of time for services	Customer since 1978

- List five (5) similar public agencies for which contracts were lost by the firm in the last five (5) years. Show names of organizations and names and telephone numbers of persons who can be contacted.**

Due to our clients privacy rights and our privacy policies, Bank of America respectfully declines to divulge this information.

## Tab R - Certification of Proposal

Return a copy of the entire completed certification properly executed as provided for in Appendix A.

### APPENDIX A

#### CERTIFICATION OF PROPOSAL TO THE CITY

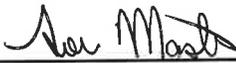
1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated September 29, 2011 and to be bound by the terms and conditions of the RFP and that the terms and conditions of the Proposal are hereby made part of the contract *with clarifications and exceptions*.
2. This Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
5. This Proposer has carefully read and fully understands all of the items contained in Section II, General Terms and Conditions. This Proposer agrees to all of the general terms and conditions except for those listed on an attachment.
6. The proposal by this firm is an irrevocable offer and shall be valid for 120 days from October 21, 2011.
7. The undersigned Proposer declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the proposal is made without any connection or collusion with any person submitting another proposal in response to this RFP.
8. The Proposer agrees that if this proposal is accepted, they will, within twenty (20) business days after Council approval, sign a contract in the form set forth by the City for this proposal, and will, to the extent of this proposal furnish all means to do the work necessary to meet the terms, conditions, specifications, and requirements identified herein.

Response to City of Placentia, CA  
Request for Proposal for Banking Services



Tab R - Certification of Proposal

**Name of Firm:** Bank of America, N.A.

**By:**   
(Authorized Signature)

**Print Name:** Lou Mastro

**Title:** SVP; Senior Client Manager

**Address:** 3200 Park Center Drive  
Costa Mesa California 92626

**Telephone #:** 949.722.5305

**Fax #:** 312.453.5415

**Email:** lou.mastro@baml.com

**Date:** October 20, 2011

## Tab S - Proposer's Insurance

**Provide a list of insurance carried and amounts covered. Indicate insurance underwriter or if self-insured.**

**The selected proposer must within twenty (20) working days of award of contract, provide and maintain in force at all times during the term of the services contemplated, Certificates of Insurance providing coverage as specified herein for Workers' Compensation, Commercial General Liability, Automotive Liability, and Errors and Omissions Liability or Professional Liability in amounts consistent with the services provided and as determined jointly by the City and the Bank. Such policies shall be issued by companies admitted in the State of California.**

Bank of America reserves the right to obtain all insurance required under this contract through a program of self-insurance.

Bank of America maintains the following coverages:

Workers' Compensation: Bank of America maintains Workers' Compensation coverage in compliance with all statutory requirements.

Employer's Liability: Bank of America maintains Employer's Liability Coverage with limits of \$1,000,000 per occurrence/\$1,000,000 each accident or disease/\$1,000,000 aggregate.  
Automobile Liability: Bank of America maintains Automobile Liability insurance with a limit of \$2,000,000 per accident.

Commercial General Liability: Bank of America maintains Commercial General Liability coverage (including Bodily Injury & Property Damage, Personal & Advertising Injury, Products & Completed Operations, and Contractual Liability) with limits of \$2,000,000 per occurrence/\$2,000,000 aggregate.

Professional Liability: Bank of America maintains Professional Liability (Errors & Omissions) insurance on a claims-made basis providing coverage for loss or damage due to an act, error, omission, or negligence of Bank of America employees.

Bank of America cannot guarantee the requested insurance is maintained throughout the life of the contract, but intends to continue to purchase the insurance as long as it is commercially available and economically attractive. Certificates of Insurance will be attached evidencing the Bank's coverage for Workers' Compensation, Commercial General Liability, Automobile Liability, and Errors and Omissions Liability or Professional Liability.

## Tab T - Services Not Available

**This section must clearly outline the expected banking services which are not anticipated to be available to the City of Placentia and the expected banking services that are not currently available to the Bank's existing clients.**

All banking services as requested by the City will be made available by Bank of America.

## Exceptions and Clarifications

Bank of America can agree to all of the City's standard terms and conditions subject to those items with which the bank has taken exception to or provided clarification for. Further, Bank of America recommends utilizing our Treasury Services Terms and Conditions Booklet (the "T&C"), which you signed on 12/7/04, as the main contract document between you and us. As you know as an existing client, the T&C covers, in specific detail, most of our treasury products and services that we offer and as such you are at a great advantage, from a product and service perspective, by utilizing the T&C you've executed with us. We realize there may be certain required terms and conditions, including the RFP, you will have to have in any agreement you have with a service provider and we would be willing to work with you, in good faith, to incorporate and integrate these terms into the final agreement.

### Exceptions

#### 1. Page 4, D.

The bank will provide collateral for the City's deposits under the California Local Agency Collateral Pool Program as required by applicable sections of the CA Government Code. The City and the bank will execute a Contract for Deposits of Moneys as required of collateral pool members.

#### 2. Page 4, E.

The bank will maintain collateral for the California Local Agency Collateral Pool as required under applicable California Government Code Sections and the Pool Administrator. Any collateral shortages, for any reason, including but not limited to the failure of collateral pool members to report large deposit balance changes, will be remedied as soon as possible. The Pool Administrator is responsible for monitoring the bank's adherence to the requirements of the pool and administers appropriate action, including fines or the disqualification of the bank's participation in the pool, as dictated by the California Government Code and the rules for pool participants. The City can obtain reports as to the bank's performance regarding collateral directly from the pool administrator.

#### 3. Page 4, H.

Bank of America does not anticipate assigning, transferring or conveying any rights, obligations or interest under this contract. However, should it become necessary, Bank of America reserves the right to make these business decisions in the best interest of our clients, and reserves the right to do so without a client's written consent. Further, the bank generally reserves the right to assign to a Bank of America affiliate without consent. While the bank would certainly discuss with the City of Placentia any potential assignment of the contract to an affiliate and would stipulate that any affiliate to which the contract is assigned would conform to the terms, conditions and requirements of the contract, the bank would propose the bank have the ability to assign the contract to another Bank of America affiliate. Further, as a federally chartered national banking association, any successor institution must by law assume our rights and responsibilities. This is not dependent upon a client's agreement.

## Clarifications

### **1. Page 5, I.**

Bank of America suggests, and in accordance with the Termination provision in our Treasury Management Terms and Conditions booklet, a 30-day termination notification period from either party. Based on the scope of services and time needed to fully terminate, the 30-day period is considered appropriate for both parties. However, the Bank will agree to a 60-day termination for convenience, if the client prefers. Further, the bank must retain its right to immediately terminate service under certain circumstances as provided in the T&C.

### **2. Page 5, J.**

The initial term of the agreement will be for three (3) years, with an option to extend the contract for an additional three (3) one year terms by mutual agreement.

## Disclosures

Please note that the information contained in this proposal is only valid for 90 days from the proposal due date, unless expressly reaffirmed in writing.

Some products and/or services offered within this proposal may be subject to credit approval. Please note that all corporate card services are offered by FIA Card Services, N.A., a Bank of America company.

## Appendix

- I. Implementation Plan for Remote Deposit Service Online
- II. Implementation Plan for ePayables
- III. Sample Monthly Bank Statement
- IV. Sample CashPro Online Reports
- V. Availability Schedule

## Product Implementation Lead Times (PILT) - Remote Deposit Services Fulfillment Timeline

Client Success Guide - Accelerating "Yes to Use"

■ Bank of America     ■ Client

Task Description	Dependencies <small>(Common Delays/Challenges)</small>	Duration																	
		Day 1	Day 2	Day 3	Day 4	Day 5	Day 6	Day 7	Day 8	Day 9	Day 10	Day 11	Day 12	Day 13	Day 14	Day 15	Day 16	Day 17	Day 18
<b>PROJECT KICKOFF</b>																			
Determine Scope	Confirm scope of work	<div style="background-color: red; width: 100%; height: 15px; margin-bottom: 5px;"></div>																	
Attend Kick-off Meeting Provide Required Documentation to Set up Accounts	Sign and return all required documentation Complete and return Legal and Setup Documents including RDS amendment, authorization for scanner and TAQS																		
<b>SET UP REQUIREMENTS</b>																			
Complete Required Account Opening forms	Return completed Account Opening Forms Remote Deposit Services Amendment	<div style="background-color: red; width: 100%; height: 15px; margin-bottom: 5px;"></div>																	
Complete Remote Deposit Services Amendment Participate in Client Interview for Remote Deposit Services set up details Provide Technical resource to participate in file testing	Determine if set up will include ACH ARC conversion for consumer checks Provide check volumes and types deposits																		
<b>SET UP &amp; CONDUCT TESTING</b>																			
Complete Connectivity Testing	Complete all required training	<div style="background-color: red; width: 100%; height: 15px; margin-bottom: 5px;"></div>																	
Complete File testing, including small file for format verification, volume testing file, Test acknowledgement and rejected items file	Advise consumers that checks may be converted to ACH Confirm scanner receipt/setup Confirm receipt of deposit tickets																		
<b>CONFIRM TRANSMISSION</b>																			
Validate and sign off that all test files are ready for production status.	Transmit first live file and complete production cycle	<div style="background-color: red; width: 100%; height: 15px; margin-bottom: 5px;"></div>																	
<b>FULFILLMENT PROCESS COMPLETE</b>																			
Confirm Remote Deposit Services Working Properly Begin use of services		<div style="background-color: red; width: 100%; height: 15px; margin-bottom: 5px;"></div>																	



**Product Implementation Lead Times (PILT) - Works & E-Payable Fulfillment Timeline**

Client Success Guide - Accelerating "Yes to Use"

Bank of America

Client

Task Description	Dependencies <small>(Common Delays/Challenges)</small>	Duration					
		Days 1-10	Days 10-20	Days 20-40	Days 40-60	Days 60-90	Hand-off
<b>PROJECT KICKOFF</b> Determine Scope Attend Kick-off Meeting	Confirm scope of work Sign and return all required documentation Complete and return Legal and Setup Documents including amendment to T&C	█					
<b>SET UP REQUIREMENTS</b> Complete Works and ePayables forms Decide on Vendor ID set-up in Works Determine settlement method	Complete & submit Works and ePayables set up forms Complete and return BA Direct Authorization Form		█				
<b>SET UP &amp; CONDUCT TESTING</b> Start Works and E-Payables marketing Develop and review test plan Define ePayables User Roles & Responsibilities Configure ePayables Prototype	Develop necessary marketing tools and correspondence Conduct Works and ePayables testing			█			
<b>CONFIRM TRANSMISSION</b> Determine date for End to End test Complete Works and ePayables Training Update accounts to reflect necessary changes Begin Vendor enrollment calling Order Vendor cards	Complete necessary Training Complete successful End to End test Schedule and move into production					█	
<b>FULLFILLMENT PROCESS COMPLETE</b> Capture First Use Post Production Support Transition to Account Services	Provide necessary support information						█



**SAMPLE REPORT**

**ONLINE DDA STATEMENT**

With CashPro® Statements, you can access your demand deposit account (DDA) statements online, allowing you to obtain your end-of-cycle account information as soon as it is available. You do not need to wait for paper statements to arrive in the mail.

This convenient and secure alternative also offers several features that make managing account information easier. You can view check images online, download your statements in a user-friendly PDF format with or without check images, attach electronic notes to transactions which remain with the statement as long as it is retained, and quickly and easily send an email to Customer Service about any reported entry.

Also, our convenient storage feature allows you to retain statements online for up to two years beginning with your first electronic statement.

**CashPro Customer Service**  
Toll-Free (888) 393-2137, option 3

**Hours of Operation**  
7:00 am – 6:00 pm CT  
Monday – Friday

close contacts

Statement Status

DDA Statements

Account Confirmation

---

**LaSalle Bank N.A.**

105 South LaSalle Street  
Chicago, Illinois 60603  
Member FDIC  
0123456789

**MONTHLY CLIENT UPDATE**

**ABC COMPANY, INC.**  
555 W. WASHINGTON ST. SUITE 1000  
CHICAGO, IL 60601-1000

Statement Date	05/31/08
Page 1 of 1	
Account Number	0123456789

---

**COMMERCIAL CHECKING**      0123456789

Statement Period:	05/01/08 - 05/31/08	Beginning Balance	400,000.00
		Payments and Debits	(15,000.00)
		Ending Balance	385,000.00

---

**Checks**

Date	Check #	Reference	Amount	Date	Check #	Reference	Amount
05/01/08	2000	00000001	1,000.00	05/01/08	2001	00000002	25.00
05/02/08	2001	01000000	1,200.00	05/02/08	2002	01000001	1,000.00
05/03/08	2002	01100000	500.00	05/03/08	2003	01200000	75.00
05/04/08	2003	01200000	50.00	05/04/08	2004	01300000	5,570.00

\* Includes pending checks and payments (the statement generated will be held in suspense until cleared)

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**Other ACH Credits and Debits**

Date	Description	Withdrawals	Deposits
05/01/08	ACH DEBIT - OFFICE		(5,000.00)
05/02/08	ACH CREDIT - WIRE TRANSFER - MCDONALD		10,000.00



SAMPLE REPORT

## PREVIOUS DAY

The Previous Day Report provides you with an extensive amount of detailed prior day transaction activity. Previous Day information is updated at the end of each business day. You can review the Previous Day Report to monitor daily account activity and determine your cash position. The Previous Day Report allows you to select multiple accounts from which to report, display activity in a summarized or more detailed format, and report in global currencies.

The Previous Day Report holds prior day transaction activity which is uploaded at 7:00 am CT.

The report can be exported in BAI, CSV, IIF, QIF or PDF formats.

CashPro Customer Service  
Toll-Free 888.393.2137, option 3

Hours of Operation  
7:00 am – 6:00 pm CT  
Monday – Friday

close    contacts    bulletin

Info Reporting	All Reports	Transaction Groups	BR IIF Map	<b>Previous Day</b>	CD Report	ERD Reports	Same Day	Payment Report	MultiDay
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### Previous Day Balance Report -- for ERIC

Date range: Apr 16, 2008 thru Apr 16, 2008

Generated on: Apr 17, 2008 at 04:24:PM

Accounts returning no data

#### Accounts

Bank Name	Bank of America
Account #: 123456789000	Account Name: ABC Corporation Operating Account (USD)

Date: 04/16/2008

Status Balances	Amount
Opening Ledger (010)	\$0.00
Closing Ledger (015)	\$0.00
Today's Opening Available Balance (040)	\$0.00
Closing Available (045)	\$0.00
Closing 1 Day Float (072)	\$0.00
Closing 2+ Day Float (074)	\$0.00
Today's Opening 1 Day Float (906)	\$0.00
Today's Opening 2+ Day Float (907)	\$0.00

Summary Totals	Count	Amount
Total Credits (100)	6	\$703,875.97
Total Lockbox Deposits (110)	2	\$596,774.51
Total Check Deposits (170)	3	\$75,925.62
Total Incoming Wires (190)	1	\$31,175.84

Date:	Detail Credit Transactions	Amount
04/16/2008	Lockbox Deposit (115)	\$279,184.80
Availability : Unknown		
5555		
04/16/2008	Lockbox Deposit (115)	\$317,589.71



SAMPLE REPORT

# ELECTRONIC REPORT DELIVERY (ERD)

ERD Reports are specialized reports that provide you with specific information about a Treasury Management service. The reports are formatted as text based and have a 14 day retention period.

Reports are available for easy, online viewing and printing through CashPro by clicking "Information Reporting" after highlighting "Reporting" on the CashPro main menu bar.

The list below highlights all of the available ERD Reports.

## AVAILABLE ERD REPORTS

- ACH Deletion Report
- ACH Returns Pending Redeposit Report
- ACH Reversal Report
- ACH File Receipt Report
- ACH Return/Notification of Change Report
- ZBA/Float Summary Report
- ACH Redistribution Summary Report
- Account Analysis Report
- Deposited Item Return Report
- EDI Remittance Advice
- EDI Application Advice
- EDI Purchase Order
- EDI Shipping Schedule
- ARP Outstanding Issue Report

CashPro Customer Service  
Toll-Free 888.393.2137, option 3

Hours of Operation  
7:00 am – 6:00 pm CT  
Monday – Friday

ERD Inbox: ABCCORP - ERIC

Batch #	Load Date	As of	Report Code	Report Type	File
2008108002336	04/17/2008 12:06:59 PM	04/17/2008 12:06:15 PM	707	ACH File Receipt Report	<a href="#">7072008108002336.TXT</a>
2008107002309	04/16/2008 11:53:53 AM	04/16/2008 11:52:44 AM	707	ACH File Receipt Report	<a href="#">7072008107002309.TXT</a>
2008106002774	04/15/2008 03:03:22 PM	04/15/2008 03:01:58 PM	707	ACH File Receipt Report	<a href="#">7072008106002774.TXT</a>
2008105002958	04/14/2008 03:05:44 PM	04/14/2008 03:04:30 PM	707	ACH File Receipt Report	<a href="#">7072008105002958.TXT</a>
2008102002353	04/11/2008 12:14:32 PM	04/11/2008 12:13:13 PM	707	ACH File Receipt Report	<a href="#">7072008102002353.TXT</a>
2008101002564	04/10/2008 03:03:15 PM	04/10/2008 03:02:04 PM	707	ACH File Receipt Report	<a href="#">7072008101002564.TXT</a>
2008100002295	04/09/2008 12:24:57 PM	04/09/2008 12:24:08 PM	707	ACH File Receipt Report	<a href="#">7072008100002295.TXT</a>
2008100002171	04/09/2008 11:07:45 AM	04/09/2008 08:58:58 AM	707	ACH File Receipt Report	<a href="#">7072008100002171.TXT</a>
2008099002486	04/08/2008 02:57:13 PM	04/08/2008 02:56:05 PM	707	ACH File Receipt Report	<a href="#">7072008099002486.TXT</a>
2008098002418	04/07/2008 03:00:50 PM	04/07/2008 02:59:35 PM	707	ACH File Receipt Report	<a href="#">7072008098002418.TXT</a>
2008095002295	04/04/2008 11:52:40 AM	04/04/2008 11:51:39 AM	707	ACH File Receipt Report	<a href="#">7072008095002295.TXT</a>
2008094002558	04/03/2008 03:00:44 PM	04/03/2008 02:59:20 PM	707	ACH File Receipt Report	<a href="#">7072008094002558.TXT</a>
2008094002354	04/03/2008 11:50:34 AM	04/03/2008 11:49:34 AM	707	ACH File Receipt Report	<a href="#">7072008094002354.TXT</a>
2008093002584	04/02/2008 03:07:28 PM	04/02/2008 03:06:21 PM	707	ACH File Receipt Report	<a href="#">7072008093002584.TXT</a>
2008092002338	04/01/2008 11:58:50 AM	04/01/2008 11:57:48 AM	707	ACH File Receipt Report	<a href="#">7072008092002338.TXT</a>



Instructions

Schedule

Bank of America Local OnUs

Select

*For Cash Letter Deposits received in Los Angeles*

April 2011





Availability Schedule for  
Corporate Depositors

Effective April 2011 for Cash Letter Deposits Received in Los Angeles .

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**INTERPRETING THE AVAILABILITY SCHEDULE**

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Controlled Disbursement items are assigned float based on where the items are payable through. Bank of America Controlled Disbursements are assigned availability based on the FRB region in which they are drawn.

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Availability Schedule for  
Corporate Depositors

Effective April 2011 for Cash Letter Deposits Received in Los Angeles .

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**INTERPRETING THE AVAILABILITY SCHEDULE**

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- > Inquiries concerning float and funds availability
- > Inquiries concerning availability schedules

## **Supplemental Availability Schedule**

### **SELECT LOCAL BANK OF AMERICA ONUS**

*Refer to the Availability Schedule for corresponding deadline and availability assignments.*

#### **CALIFORNIA**

1210-0035	1210-4271	1211-0825	1220-0004	1220-0061	1220-0066
1220-4024	8000-0001				

#### **NEVADA**

1212-0015



**City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870**

**REQUEST FOR PROPOSAL  
FOR  
BANKING SERVICES**

**ISSUED: September 29, 2011**

**RESPONSE DUE: On or before October 20, 2011, 5:00 pm**

# **CITY OF PLACENTIA**

## **Request for Proposal – Banking Services**

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# **CITY OF PLACENTIA**

## **Request for Proposal – Banking Services**

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### **I. GENERAL INFORMATION**

#### **A. Request for Proposal Overview**

The City of Placentia (City) seeks proposals from qualified banks for Banking Services. Responses must conform to the requirements of this Request for Proposal (RFP). The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Selection of the proposer will be made solely by the City on criteria determined by the City.

The intent of this competitive selection process is to provide all qualified commercial banks an equal opportunity to submit a proposal and to insure that the City is receiving quality services at a competitive price. It is the City's intent to maintain all banking services with one institution in order to maximize its cash flow and earnings, as well as to minimize administrative costs and service fees.

The successful proposer will be required to enter into an agreement, which will include the requirements of this RFP as well as other requirements.

The City expects, but does not guarantee, that the decision on selection of a firm will be made by the end of October 2011. The complete timetable is in Section VI. The City assumes no obligation for any costs incurred by any proposer in preparing the response to this request, attending any interviews, or any other activity prior to award of the contract to the selected proposer.

#### **B. About the City of Placentia**

The City of Placentia is a charter city, incorporated in 1926 and chartered on June 29, 1965. The City operates under a Council/City Administrator form of government. The City provides its residents a full range of services including community planning and development, building and safety, police and fire protection, the construction and maintenance of highways, streets, and other infrastructure, and recreational activities and cultural events.

The City has approximately 115 full time and 50 part-time and seasonal employees. Its operating budget is approximately \$30 million.

# **CITY OF PLACENTIA**

## Request for Proposal – Banking Services

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### **II. GENERAL TERMS AND CONDITIONS**

- A. The bank must be a Federal or State of California chartered banking institution with full-service branch banking facilities located within the City boundaries or within a three-mile radius of the City offices.
- B. The bank must be a qualified depository for public funds pursuant to California Government Code Section 53648.
- C. The bank shall have on file, with the Director of Finance, an affidavit from one of its officers with the amount of capital stock and surplus. The bank selected to perform banking services shall maintain a capital structure in compliance with the requirements of the California Government Code.
- D. The bank will collateralize the City's deposits pursuant to all applicable sections of the California Government Code. The bank must also enter into a specific collateralization agreement with the City.
- E. The bank will immediately notify the City should the bank fail to meet the collateral requirements set forth in the California Government Code Section 53652, or any other applicable section, or (ii) in the separate collateral agreement between the bank and the City.
- F. Banks may withdraw their proposals, without prejudice, prior to the date and time specified for proposal submission, by sending a written request to the Director of Finance. No proposal received after the closing date will be considered.
- G. The bank to which award is made shall execute a written contract with the City within twenty (20) working days after Council approval. If the bank to which the award is made fails to enter into the contract on or prior to the 20<sup>th</sup> day following the award, the City reserves the right to nullify the award and award may be made to the next best proposal as determined by the City.
- H. The successful bank will not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, any other bank, firm, or corporation without prior written consent of the City.

## **CITY OF PLACENTIA**

### Request for Proposal – Banking Services

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- I. The contract will provide that the City reserves the right to terminate the contract at any time, without penalty or further commitment, upon sixty (60) days prior written notice of the City's intent to terminate the contract.
- J. The initial term of the agreement will be for three (3) years, with an option to extend the contract for an additional three (3) one year terms.

### **III. PROCEDURE FOR SUBMITTING PROPOSALS**

#### **A. Time, Place, and Format**

Proposals must be received at City Hall, at the address set forth below, no later than 5:00 p.m. on the date indicated on the cover of this RFP. Proposals received in the mail after said date and time, regardless of the date of their postmark, will be rejected.

Proposals must:

- only provide tabs as identified in Section III B
- show page numbers for all pages in the proposal
- include three (3) copies punched for a standard 3-ring binder
- be submitted in a sealed envelope clearly marked "Banking Services RFP" and identifying the proposer
- be addressed as follows:

City of Placentia  
Attn: Karen Ogawa, Director of Finance  
401 E. Chapman Avenue  
Placentia, CA 92870

Proposals must address the requirements of the RFP in the exact order set forth in this section. They should be as concise as possible and must not contain any promotional, advertising or display material.

#### **B. Proposal Format/Content**

The content and sequence of the information contained in each copy of the proposal shall be as follows:

Letter of Transmittal (two page maximum)

## **CITY OF PLACENTIA**

### **Request for Proposal – Banking Services**

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Include your firm's understanding of the work to be performed. In addition, state why your firm believes itself to be the best qualified to perform the services requested.

#### Tab A - Table of Contents (one page maximum)

Include a clear identification of the material by section and by page number.

#### Tab B - Summary Sheet (use form provided)

1. This section of the proposal must include a fully completed copy of the Summary Sheet (Appendix B) included with this RFP.
2. Provide the name, title, experience and qualifications of the personnel who will be assigned to the account.
3. Provide the resumes of the management contact with the City and the person responsible for day-to-day work on the account.

#### Tab C - Conceptual Plan (two page maximum)

Provide a conceptual plan for services to the City that you believe are appropriate for the City. Indicate features, skills and/or services, which distinguish your firm and make it the better choice for the City. Submittal of a proposed implementation schedule is required as part of the Conceptual Plan.

#### Tab D - Account Reconciliation (two page maximum)

Monthly bank statements must be furnished for each account, and be made available to the City within ten (10) working days after the last calendar day of each month, listing checks in numerical order with amounts clearing listed on each check. Information must also be provided describing miscellaneous debit and credit memos booked to the account during the month. The bank statement must also include a summary of beginning cash balance, deposits/credits, checks/debits, ending cash balance, date each check cleared the bank, and date and amount of deposits. All transactions must be sorted by type with subtotals for each type. Each transaction must be identifiable and not combined with other transactions. **Include an example of the standard monthly bank statement issued by the bank under this tab.**

## **CITY OF PLACENTIA**

### **Request for Proposal – Banking Services**

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#### Tab E - Account Analysis Report (two page maximum)

Monthly Account Analysis Reports will be provided within ten (10) working days after the last calendar day of the month for each account and in total for all accounts, providing the following minimum information in summary and individually for each of the accounts: average daily cash balance; Federal Reserve requirements; average daily float; average collected balance; earnings allowance; and transaction volumes and prices, including, but not limited to, account maintenance, deposits, checks paid, wire and intra-account transfers in and out, and returned checks. **Include an example of the bank's standard account analysis report for a general operating account under this tab.**

#### Tab F - On-Line Reporting (two page maximum)

The bank must have an electronic, on-line communication system providing bank account information no later than 7:00 AM Pacific Time each working day on all accounts on a daily basis, with current and previous working day information. The information shall be available by computer<sup>1</sup> via secure Internet access allowing a print out of the information on a laser quality printer. If computer access is not available on a particular day, the information must be available by telephone customer service (toll-free). This service will provide the following information for each account: cash balance, collected balance, day one float, day two float, number and amount of each debit, number and amount of each credit, with the ability to identify bank service charges, "wires in/out," and "transfers in/out." The bank shall provide access via personal computer and secure Internet access for information on checks paid including check number and date paid. The processing of stop payment notices and other account maintenance or confirmation assistance should also be offered through the computer system via secure Internet access, with the local branch, and via a toll-free customer service telephone line. **Include an example of the bank's standard on-line reports under this tab.**

---

<sup>1</sup> The City maintains a secure architecture employing a firewall and security zones for transfer of information. The City's core architecture employs UNIX server database for all of its financial software. Secure Internet access is available over a T-1 high-speed link. A VPN capability is available under special arrangement. E-mail data transfers are limited to 5MB but a secure FTP site is available for larger file transfers. The City updates all security software daily and would expect its vendors to do so as well.

## **CITY OF PLACENTIA**

### **Request for Proposal – Banking Services**

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#### Tab G - Wire Transfers Deposits (one page maximum)

The bank shall have the capability to accept a variety of electronic payment and deposit services (ACH) used by the City in connection with investment transactions, Local Agency Investment Fund transfers, and other payments to the City. The bank shall guarantee immediate credit on all wire transfers upon receipt.

#### Tab H - Wire Transfer Payments (two page maximum)

The bank shall provide the City the capability to send wire transfers electronically using a personal computer via secured Internet access. These wire transfers out may be "same day" or for some future date as directed by authorized City officials.

#### Tab I - Availability of Funds (one page maximum, plus a copy of the bank's availability schedule)

The bank shall guarantee availability of all other checks and deposits based on the Availability Schedule.

#### Tab J - Payroll Services (one page maximum)

The bank must provide payroll direct deposit services for City employees via electronic funds transfer to their personal bank accounts and honor all valid payroll checks presented by the payee at any bank branch location. Employees are not required to use electronic funds transfer.

#### Tab K - Interest on Sweep Account Balances (one page maximum)

The bank shall provide a sweep account for the General Operating account to enable the City to earn interest on amounts in excess of the compensating balance, or an agreed upon amount. The bank shall list the monthly interest rate for the past twelve months (January 2010 to December 2010) for the sweep account that would be used by the City.

The sweep account must comply with the City's investment policy. (See Appendix C) This is an option that the City may implement if it is found to be advantageous.

#### Tab L - Tax Payments (one page maximum)

## **CITY OF PLACENTIA**

### **Request for Proposal – Banking Services**

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The City must be able to deposit various employee Federal and State payroll tax payments via personal computer with secure Internet access, or by software using phone instructions.

#### Tab M – Positive Pay (two page maximum)

The bank shall provide a system by which the check number and amount of each check can be transmitted each business day from the City to the bank. This information is electronically matched to checks presented against the City's accounts and is provided to branches to help make decisions on cashing checks presented to tellers. The City then has the ability to instruct the financial institution to return any checks that do not match the information provided.

#### Tab N - Daylight Overdraft Protection (one page maximum)

The bank must provide a minimum \$1,000,000 Daylight Overdraft protection. The cost of the daylight overdraft protection must be listed in the pricing schedule. The City requests Daylight Overdraft Protection on all of its accounts.

#### Tab O - Deposit Services (two pages maximum)

Describe the bank's deposit services in this section.

#### Tab P - Other Services (two page maximum)

The bank maybe required to provide other standard banking services not specifically referenced in this RFP. Describe other services provided by your bank in this section.

#### Tab Q – References (two page maximum)

1. List ten (10) similar organizations/entities for which similar services have been performed in the last five years. Show names of organizations, and names and telephone numbers of persons who can be contacted with regard to the services you have provided.
2. List five (5) similar public agencies for which contracts were lost by the firm in the last five (5) years. Show names of organizations and names and telephone numbers of persons who can be contacted.

# **CITY OF PLACENTIA**

## Request for Proposal – Banking Services

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### Tab R - Certification of Proposal (one page maximum)

Return a copy of the entire completed certification properly executed as provided for in Appendix A.

### Tab S - Proposer's Insurance (two page maximum)

Provide a list of insurance carried and amounts covered. Indicate insurance underwriter or if self-insured.

The selected proposer must within twenty (20) working days of award of contract, provide and maintain in force at all times during the term of the services contemplated, Certificates of Insurance providing coverage as specified herein for Workers' Compensation, Commercial General Liability, Automotive Liability, and Errors and Omissions Liability or Professional Liability in amounts consistent with the services provided and as determined jointly by the City and the Bank. Such policies shall be issued by companies admitted in the State of California.

### Tab T – Services Not Available (one page maximum)

This section must clearly outline the expected banking services which are not anticipated to be available to the City of Placentia and the expected banking services that are not currently available to the Bank's existing clients.

#### C. Response to Questions

Participating banks may submit written questions in order to clarify any matters related to the RFP. All questions must be submitted in writing to Matt Reynolds (mreynolds@placentia.org) by 5:00pm, October 14, 2011. Answers will be provided to all participants.

## **IV. CURRENT BANKING SERVICES**

#### A. Description of Bank Accounts

The City currently maintains three (3) accounts. These accounts are listed below with a brief explanation of each account:

General Operating	Used for general City disbursements by check, ACH, or wire transfer; purchase and sale of investments by
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# CITY OF PLACENTIA

## Request for Proposal – Banking Services

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	wire transfer; funding of payroll account; and deposit of City funds.
Health Account	Used to pay self-funded dental insurance plan coverage.
Worker's Compensation	Used to pay workers compensation claims. Disbursements are made by checks.

\*The City will be adding a Payroll account and a sweep account to our banking services

### B. Deposit Overview

City departments submit funds to the Finance Department for deposit. Funds including coin deposits are deposited daily with the bank. In addition, night drops and office deposits are made daily by third parties for parking citations and administrative citations. The Finance Department is requesting to add remote deposit for checks as well as adding a weekly courier service for cash deposits.

### C. Cash Management Overview

The City's current banking arrangement includes a Cash Management Service whereby the City has computer secure Internet access (or access by toll-free customer service telephone if computer access is not functional) to information on current available balance and all information on prior day's activity by 7:00 A.M. Pacific Time each business day.

The Finance Department manages the City's investment portfolio of approximately \$8.5 million. Wires require the authorization of two signers. There may be instances, in the future, where the City releases wire transfers in amounts greater than the current bank balance with anticipation of receiving funds from incoming deposits or wire transfers. Therefore, the City may have a need for daylight overdraft availability to accommodate its cash management activities.

### D. Expected Banking Services

## **CITY OF PLACENTIA**

### **Request for Proposal – Banking Services**

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All of the following services are to be implemented within two to three months of when any implementation efforts begin on any of the services listed below. These are not solely to be made available but the services must be tested and functioning for City of Placentia. If any of these services are not expected to be available, the proposals must include them on an attachment to their proposal entitled "Services Not Available". If any of these services are not in use currently with the proposer's customers then they must also be identified as such on the attachment entitled "Services Not Available". The City is agreeable to enter into discussions with the successful proposer to install an ATM machine at the Civic Center.

All of the services listed below must be included with the pricing commitments from the proposing Bank. Pricing should be clearly separated into two categories. The first category of fees is those that are one-time fees and set up fees for all services. Second, are the monthly and activity based fees.

1. Positive pay system for the operating account
2. Currency deposits
3. Check deposits
4. Deposit error corrections
5. Online system access to all account activity
6. On-line stop payments
7. NSF/Returned Item (two attempts to clear)
8. Wire transfers (in and out)
9. Courier services (weekly)
10. Account reconciliations
11. Access to cleared checks/imaging
12. ACH processing
13. ACH return information
14. Federal and State tax payments by phone or on-line system
15. Direct deposit for employee payroll
16. Payroll tax payments
17. Remote Deposit

#### **V. PRICING FOR REQUIRED SERVICES**

A separate, sealed envelope with the dollar cost proposal shall be submitted with the proposal. The separate, sealed envelope shall be marked "Dollar Cost Proposal – Banking Services".

The City requires bidders to offer the following options for payment of service charges:

## CITY OF PLACENTIA

### Request for Proposal – Banking Services

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A. Direct Payment of Service Charges (Option 1)

Under this approach, no compensating balance will be maintained by the City. The City will pay the actual charges for services provided. If the City elects this option, payment will be made by the City upon receipt and approval of a detailed invoice from the bank.

B. Variable Compensating Balance Method (Option 2)

Under this approach, the compensating balance required to be maintained by the City will vary based on the City's transaction volumes and the bank's unit prices for services, reserve requirements and earnings allowance.

The City reserves the right to select either of the two options or a combination of both as the method of payment. The City also reserves the right to change from one option to another.

Attachment C is a monthly sample of current banking service transactions on all accounts. It is believed to be a reliable estimate of the volume of the City's banking activities, however, the actual number of transactions may vary and no guarantees are provided by the City regarding minimum or maximum volumes.

Attachment C must be completed in its entirety. Price quotes must be extended over the initial three (3) year term of the contract. The extensions of unit price figures for the estimated quantities as well as lump-sum prices must be provided. If the unit price and total amount quoted by any bank for any item are not in agreement, the unit price alone will be considered as representing the bank's intention, and the total will be corrected to conform to the specified unit price. Unit price amounts for all required services must be included in the proposal.

All applicable "one-time" set up or service charges related to any of the services covered in a proposal must be individually disclosed in the proposal, with a cost on each "one-time" service/fee (or a "no charge" reference) as well as a description of the services. If an addendum on "one-time" services/fees is not included in the proposal, the City will consider the proposal "complete", with all applicable "one-time" services being "no charge" to the City.

The cost proposal must include **3 years of fixed pricing**. This fixed price option does not limit the overall charge but only fixes the rate for services.

## VI. PROPOSAL TIMETABLE

# CITY OF PLACENTIA

## Request for Proposal – Banking Services

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Request for Proposal Issued by City	September 29, 2011
Deadline for Submitting Written Questions	October 14, 2011
Proposal Closing Date	October 20, 2011
Selection Committee Interviews	October 25, 2011
City Council Award of Contract	November 1, 2011
Effective Date of Agreement	November 2, 2011

### VII. SELECTION PROCESS

- A. Selection Criteria – The criteria used for the evaluation of proposals will be as follows:
- Financial strength of the Bank
  - Ability to provide required services and availability of optional services and/or additional services.
  - Expertise in providing banking services to similar accounts.
  - Ability to meet the requirements of the RFP.
  - Ability to provide requested financial information.
  - Total cost through either compensation balances or direct fee payment.
  - Completeness and clarity of proposal
  - **COST WILL NOT BE THE PRIMARY FACTOR IN THE SELECTION OF A BANKING FIRM**
- B. Based on an evaluation of the proposals received using the above criteria, it is anticipated that the top candidates may be requested to make oral presentations as part of the evaluation process. The successful bank will be notified of the award of contract. The Selection Committee's final recommendation will then be submitted to the City Council for approval.

### VIII. OTHER REQUIREMENTS

A. Right to Request Additional Information

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions.

B. Right to Reject Proposals

## **CITY OF PLACENTIA**

### **Request for Proposal – Banking Services**

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The City reserves the right, without prejudice, to reject any or all proposals.

C. Proposal Interpretations and Addenda

Any change to or interpretation of the RFP by the City will be sent to each firm or individual to whom an RFP has been sent and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

D. Public Record

All proposals submitted in response to this RFP will become the property of the City upon submittal and a matter of public record pursuant to applicable law.

E. Additional Services

The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified and refined during negotiations with the City.

F. Undue Influence

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award or terms of the Agreement that will be executed as a result of award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling the City to any and all remedies at law or in equity.

**CITY OF PLACENTIA**

Request for Proposal – Banking Services

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**APPENDIX A**

CERTIFICATION OF PROPOSAL TO THE CITY

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP), dated September 29, 2011 and to be bound by the terms and conditions of the RFP and that the terms and conditions of the Proposal are hereby made part of the contract.
2. This Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them.
3. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
4. The proposal includes all of the commentary, figures and data required by the Request for Proposal.
5. This Proposer has carefully read and fully understands all of the items contained in Section II, General Terms and Conditions. This Proposer agrees to all of the general terms and conditions except for those listed on an attachment.
6. The proposal by this firm is an irrevocable offer and shall be valid for 120 days from October 21, 2011.
7. The undersigned Proposer declares that the only persons or parties interested in this proposal are those named herein, that this proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the City, and that the proposal is made without any connection or collusion with any person submitting another proposal in response to this RFP.
8. The Proposer agrees that if this proposal is accepted, they will, within twenty (20) business days after Council approval, sign a contract in the form set forth by the City for this proposal, and will, to the extent of this proposal furnish all means to do the work necessary to meet the terms, conditions, specifications, and requirements identified herein.

Name of Firm: \_\_\_\_\_

By: \_\_\_\_\_

**CITY OF PLACENTIA**

Request for Proposal – Banking Services

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(Authorized Signature)

Print Name

Title:

Address:

Telephone #:

Fax #:

Email:

Date:

**CITY OF PLACENTIA**

Request for Proposal – Banking Services

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**APPENDIX B**

**SUMMARY SHEET**

Firm

Name: \_\_\_\_\_  
\_\_\_\_\_

Firm Parent or

Ownership: \_\_\_\_\_  
\_\_\_\_\_

Firm

Address: \_\_\_\_\_  
\_\_\_\_\_

Firm Telephone Number: \_\_\_\_\_

Firm Fax Number: \_\_\_\_\_

Number of years in existence: \_\_\_\_\_

Management person responsible for direct contact with the City and services required for this Request for Proposal (RFP):

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_  
.....

Email: \_\_\_\_\_

Person responsible for day-to-day servicing of the account:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Types of services provided by the firm:

**CITY OF PLACENTIA**  
Request for Proposal – Banking Services

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# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

FROM: CITY ADMINISTRATOR

DATE: DECEMBER 6, 2011

SUBJECT: AWARD OF CONTRACT TO BAKER NOWICKI DESIGN STUDIO FOR ARCHITECTURAL SERVICES RELATED TO THE DOWNTOWN PARKING STRUCTURE

FISCAL IMPACT: EXPENSE: Phase I -- \$49,318 Total Contract -- \$328,786 (ACCOUNT #333552-6015)  
REVENUE: \$300,000 Gas Tax Bond Proceeds and \$28,786 Community Facilities District

### **SUMMARY:**

The proposed Placentia Metrolink Station is scheduled to open in 2015. As one of the development conditions to construct this station, the Orange County Transportation Authority (OCTA) is requiring that the City secure a minimum of 450 parking spaces. To help satisfy this parking requirement, the City has purchased several parcels of land throughout the downtown area that can be used for both surface and structured parking. The current design plans for the Metrolink Station only provides for 443 surface parking spaces. In order to meet, if not exceed, the minimum number of parking spaces that OCTA is requiring, the City has determined that a parking structure located in the downtown area will not only provide the most efficient means of providing the required parking for the Metrolink Station, but will offer additional parking for downtown businesses as well. Although OCTA and the City recently agreed to cooperatively fund the construction of the downtown parking structure, the City is required to pay for the design of the parking structure and must submit 35% design drawings to OCTA by March 31, 2012. In light of this requirement, the City, in conjunction with EDGE, a private developer who has been working with the City on the construction of the parking structure and retail plaza in the downtown area, released a Request for Qualifications/Proposals (RFQ/P) for Architectural Design Services. This action awards a contract to Baker Nowicki Design Studio for architectural services and authorizes City staff to issue a Notice to Proceed to the design firm for Phase I (Schematic Design) of the Project in an amount not-to-exceed \$49,318.

### **RECOMMENDATION:**

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

1. Award a contract to Baker Nowicki Design Studio for Architectural Services related to the design and preparation of construction documents for the downtown parking structure;
2. Authorize staff to issue the design firm a Notice to Proceed for Phase I (Schematic Design) of the Project in an amount not to exceed \$49,318;
3. Direct staff to obtain City Council approval prior to commencing the next phase of the Project; and
4. Authorize the City Administrator to execute all documents necessary to effectuate this action.

### **DISCUSSION:**

The City has been working with the Orange County Transportation Authority (OCTA) for a number of years on the design and construction of a Metrolink Station in the City's downtown business area. The Metrolink Station is scheduled to commence construction in 2013 and is anticipated to be completed in early 2015.

**4a**

**December 6, 2011**

As one of the development conditions to construct this station, OCTA is requiring that the City secure a minimum of 450 parking spaces. To help satisfy this parking requirement, the City has purchased several parcels of land throughout the downtown area over the past few years that can be used for both surface and structured parking.

The current design plans for the Metrolink Station includes a total of 443 parking spaces spread out over three (3) separate surface parking lots. In order to meet, if not exceed, the minimum number of parking spaces that OCTA is requiring, the City would either have to purchase additional land for surface parking or construct a parking structure to accommodate more parking. Due to the limited amount of land in the downtown area that is suitable for surface parking purposes, staff has determined that a parking structure located in the downtown area would provide the most efficient means of providing the required parking not only for the Metrolink Station, but will offer additional parking for downtown businesses as well. Because the original budget for the Metrolink Station did not include any funding for a parking structure, the City entered into an Exclusive Negotiating Agreement with EDGE, a private development company, to secure the necessary financing and to construct the parking structure. Due to current economic conditions and the complexities of privately financing such a significant public project, the City has experienced some difficulty in advancing this project and decided to ask OCTA for some funding assistance.

In August, OCTA agreed to work with the City to cooperatively fund the construction of the downtown parking structure under specified terms which were later incorporated into an amendment to the Cooperative Agreement between the City and OCTA. One of the conditions set forth by OCTA to receive funding for the parking structure is that the City must submit 35% design drawings and an engineer's estimate to OCTA by March 31, 2012 and final design drawing by August 2012. In order to meet this condition, the City and EDGE jointly released a Request for Qualifications/Proposals (RFQ/P) for architectural design services for the proposed parking structure on August 1, 2011. A copy of the RFP/Q is attached. A total of four (4) architectural firms responded to the RFQ/P by the August 18, 2011 deadline. All four (4) proposals were evaluated using the criteria established in the RFP/Q and only two (2) firms were deemed to be fully responsive. An interview panel consisting of Mayor Nelson, Mayor Pro Tem Yamaguchi, City Administrator Butzlaff, Assistant City Administrator Domer and representatives from EDGE and Kosmont Companies, the City's real estate advisors, was convened in late September to interview the two (2) responsive firms. Based on the review of each firm's proposal and their interview, it was the unanimous consensus of the interview panel that the architectural firm of Baker Nowicki Design Studio was the best qualified.

Baker Nowicki Design Studio is a San Diego based architectural firm with over 25 years of specialized services in the design & planning of public facilities including elementary and high schools, hospitals, college and university facilities, libraries and parking structures. Jon Baker has 36 years of professional experience encompassing the programming, design and production of large, complex building types. He is a fellow of the American Institute of Architects and has extensive experience on both public and private projects. Richard Nowicki has 25 years of experience in architectural design, master planning and project delivery. Richard is certified by the American Institute of Architects and is known for designing projects that reflect the unique cultural, historical and social context of a community.

The proposed scope of services is broken into two phases. Phase I includes the design of schematic drawing including: floor plans, sections and elevations; stall geometry and parking counts per level; ingress and egress conditions; circulation systems; location of elevators and stairs; basis of design and outline specifications; and estimate of probable costs. Completion of Phase I will satisfy the requirement to provide 35% design drawings. The cost of Phase I is \$49,318. Phase II, which is much more complex and labor intensive, includes the preparation of full and complete working drawings and construction cost estimates for all aspects of the parking structure including: structural; system; mechanical and electrical systems; vehicle detector loop locations; bollards and protective devices; security systems; parking technology requirements; and design, proposed materials and products sheets. In addition to providing schematic and design development services,

Baker Nowicki is proposing to provide permitting assistance and construction administration as part of their proposal. Phase II costs are \$180,832. The total cost for all phases, including agency permitting and construction administration, is \$328,786.

Staff is recommending that the City Council approve a design services contract with Baker Nowicki Design Studio and authorize City staff to issue a Notice to Proceed to the design firm for Phase I (Schematic Design) of the Project at this time. Phase II and any additional work to be performed by the design firm will be subject to future Council approval. By only authorizing Phase I, the City will be able to meet the March 31, 2012 deadline to submit 35% drawings to OCTA, but is not committing itself to complete the entire project without further Council authorization.

**FISCAL IMPACT:**

Although this project was not included in the current year budget, \$300,000 was set aside from the Gas Tax Bond that the City Council approved earlier in the year to fund pre-development costs related to the downtown parking structure. Additional funding for this project is available through the Community Facilities District Fund. If the City Council approves this contract, staff will include the necessary budget transfers as part of the mid-year budget review that will be brought to the City Council in January.

Prepared and Approved by:

  
\_\_\_\_\_  
Troy L. Butzlaff, ICMA-CM  
City Administrator

Attachment: Request for Qualifications/Proposals for Design Services for the Downtown Metrolink Parking Structure  
Professional Services Agreement with Baker Nowicki Design Studio



**REQUEST FOR QUALIFICATIONS/PROPOSAL  
CITY OF PLACENTIA**

**PROFESSIONAL ARCHITECTURAL DESIGN SERVICES FOR THE  
DOWNTOWN METROLINK PARKING STRUCTURE**

**ISSUED AUGUST 1, 2011**

**INITIAL DATES**

RFQ/P Submittal deadline

2:00 PM, August 18, 2011

Construction Manager:  
EDGE Development, Inc.  
27368 Via Industria, Suite 101  
Temecula, CA 92590

C/O City of Placentia  
Troy Butzlaff, City Administrator  
401 E. Chapman Ave.  
Placentia, CA 92870

**EDGE**



## INTRODUCTION

The City of Placentia (hereinafter "City") solicits the services of an Architect licensed by the California Architects Board, State of California, to prepare a bid ready set of improvement plans and supporting technical specifications for the Downtown Metrolink Parking Structure. Qualifications and a Lump Sum – Not to Exceed Fee Proposal are requested. The selection will be made based on qualifications. The Fee Proposal is requested at this time to expedite the selection process.

The City has engaged EDGE Development, Inc. (hereinafter "EDGE") to act as Construction Manager throughout all phases of the work.

## PROJECT DESCRIPTION

The New Downtown Metrolink Parking Structure will consist of a minimum of 350 parking stalls and will help serve the OCTA Metrolink patrons, retailers, merchants and the general public for ancillary services in the downtown corridor. The parking structure will be funded by OCTA "STIP" funds in addition to potential city funds. The selected architect will coordinate with the City Engineer who will perform all civil engineering related work for the project. The selected architect will provide all other services required to design the building and the yard, including structural, mechanical, electrical, plumbing, landscape and irrigation design. The selected architect will also do it's best to obtain a LEED certified parking garage within their design. The architect selected must complete 35% design drawings by March 31, 2012. The Architect will perform under the approved Master Project Schedule prepared by EDGE and approved by the City.

## ARCHITECT'S SCOPE OF WORK

### Phase 1: Conceptual Design

- 1-A: Meet with EDGE and City staff to refine Project Scope.
- 1-B: Prepare conceptual design.
- 1-C: Coordinate with the City Engineer for all civil engineering services.
- 1-D: Meet with EDGE and City staff to present conceptual design for review and approval.
- 1-E: Make submittal to the City of Placentia Planning Department and administer to obtain Development Review Approval for the Downtown Metrolink Parking Structure.
- 1-F: All design work will comply with all applicable laws, ordinances, codes, and regulations, including the 2007 CBC.

Phase 2: Construction Documents

- 2-A: Prepare and submit 50% construction plans and specifications and meet with EDGE and City staff for constructability review, value engineering and conditional approval.
- 2-B: Coordinate with the City Engineer for all civil engineering services.
- 2-C: Respond to 50% review and submit and administer the construction plans and calculations to the various approving agencies and meet with EDGE and City staff for further constructability review, value engineering and conditional approval.
- 2-D: Prepare and submit 90% construction plans and specifications and meet with EDGE and City staff for constructability review, value engineering and conditional approval.
- 2-E: Make submittal to the City of Placentia Building and Safety Department and any other approving Agencies and administer submittal to obtain building permit approval for the New Public Works Yard.
- 2-F: Respond to corrections by approving agencies and EDGE and City staff reviews and submit 100%, permit ready, bid ready set of construction plans, calculations and specifications.

Phase 3: Bidding

- 3-A: Architect will respond to RFIs from bidders, EDGE and City staff during the Bid Phase.
- 3-B: Architect will assist EDGE, as necessary, in the preparation of Addenda issued during the Bid Phase.
- 3-C: Conduct Pre-Bid Conference, in conjunction with EDGE and the City.
- 3-D: In cooperation with EDGE, the Architect will assist the City in evaluating bids.
- 3-E: Should it be necessary to re-bid the project, the Architect will cooperate with EDGE and the City to bring the Construction Cost within the Project Budget limits for construction.

Phase 4: Construction

- 4-A: Conduct Pre-Construction Conference, in conjunction with EDGE and the City.
- 4-B: Architect will attend weekly jobsite meetings during Construction Phase.
- 4-C: Architect shall make all necessary interpretations of the Construction Documents and provide any supplemental details and/or instruction, which may be required to explain the intent of the Documents. Architect will prepare responses to RFIs, Architect's Supplemental Instructions (ASIs) and, if necessary, Construction Change Directives (CCDs) and/or Proposals for Extra Work.
- 4-D: Architect will check all shop drawings/product data/samples and make all decisions on approvals in conformance with the Specifications.
- 4-E: Architect will consult with EDGE to review, evaluate and recommend approval or disapproval of prime trade contractor's change order requests.
- 4-F: Architect will assist EDGE in negotiating change order costs and time extensions with prime trade contractors.
- 4-G: Architect will, jointly with EDGE, evaluate claims of prime trade contractors.

- 4-H: Architect will assist EDGE in observing the prime trade contractor's installation of project utilities, operations systems and equipment and initial start-up and testing.
- 4-I: Architect shall attend a walk-thru near completion of the Construction Phase and provide a "punch-list" of items to be completed, changed or corrected prior to acceptance.
- 4-J: Upon completion of construction, Architect shall write a Final Report that certifies to the City that improvements have been constructed in accordance with the approved plans and specifications.
- 4-K: Architect shall prepare "As-Built" Documents, incorporating relevant changes to the project construction documents, utilizing the as-built information provided by prime trade contractors coordinated by EDGE.

### DELIVERABLES

The Architect will deliver the following to the City upon their request:

1. All Submittal Requirements for the Development Review Submittal PLUS two (2) copies.
2. Four (4) sets stapled black line copies of the 50% construction drawings and one (1) unbound set of 50% Technical Specifications, Contract Documents and calculations in two-sided, 8-1/2" x 11" format for review and approval by EDGE and the City.
3. Four (4) sets stapled black line copies of the 90% construction drawings and one (1) unbound set of 90% Technical Specifications, Contract Documents and calculations in two-sided, 8-1/2" x 11" format for review and approval by EDGE and the City.
4. All Submittal requirements for the Building and Safety and other Approving Agencies to obtain the Building Permit PLUS two (2) copies..
5. One (1) set of reproducible mylars of the City approved 100% permit-ready, bid-ready construction drawings, wet stamped and signed by the Architect.
6. One (1) unbound set of 100% Technical Specifications, Contract Documents and calculations in two-sided, 8-1/2" x 11" format.
7. Four (4) stapled black-line copies of the 100% reproducible mylar construction drawings in Item 5, above.
8. One (1) electronic copy each of the 100% construction drawings on disk in AutoCAD *and* PDF formats.
9. One (1) electronic copy of the 100% Technical Specifications on disk in Microsoft Word format.
10. One (1) electronic copy of the 100% calculations and LEED Score Sheet in PDF format.
11. Two (2) sets stapled black line copies of the "As-Built" construction drawings and one (1) electronic copy each of the "As-Built" construction drawings on disk in AutoCAD and PDF formats.

## REQUESTS FOR CLARIFICATION

Requests for Clarification of the process or the RFQ/P may only be submitted via e-mail to [shammond@edge-dev.com](mailto:shammond@edge-dev.com) no later than 2:00 PM on Monday, August 8, 2011. If necessary, a final addendum, with responses to questions will be issued no later than Tuesday, August 9, 2011.

## QUALIFICATIONS/PROPOSAL FORMAT

The Qualifications/Proposal shall be, 8-1/2" x 11", portrait-oriented, and contained in a three-ring binder. Except for the cover letter, the Qualifications/Proposal shall be printed two-sided. A PDF copy of the Qualifications/Proposal shall be provided on a CD. The submittal should be tabbed with sections as follows:

In front of Tab 1

Cover Letter – The cover letter shall identify the proposing Architect and the form of business (i.e. sole proprietorship, partnership, corporation, etc.) The Architect shall demonstrate a clear understanding of the project scope, timing and deliverables. A primary contact shall be identified. (2 pages max.)

1. Architect's Qualifications – Provide a list of at least three (3) similar public projects designed by the Architect within the last five (5) years. Provide a description of the project (including size and construction cost), the Client name and contact information, name and contact information of the Contractor or Construction Manager who built the project. Provide resumes of Project and Design Architects as well as any other staff who will work on the Project. (8 pages max)
2. Consultants Qualifications – Provide contact information and qualifications of proposed structural engineering, MEP engineering, and landscape architectural firms, as well as the resumes of consultants who will work on the Project. (8 pages max)
3. Work/Staffing Plan and Design Approach – Provide a preliminary schedule reflecting the work and staffing for the five (5) month maximum design and approval phase of the project. Discuss design approach and any major design issues relative to the proposed Downtown Metrolink Parking Structure. (4 pages max)
4. Certificate of Insurance – Provide a certificate of insurance with the following minimum coverage and limits: Commercial General Liability, \$1 million per occurrence and \$2 million aggregate, Comprehensive Automobile Liability \$300,000 per claim and \$1 million aggregate, Professional Errors and Omissions Liability, \$1 million per claim and aggregate and Workers Compensation and Employers Liability.
5. Attachment No. 1 – Statements concerning relationship with government agency employees and small business status.  
Attachment No. 2 – Certification.  
(Place Attachment Nos. 1 and 2 in Tab 5)

Attachment No. 3 - Lump Sum – Not to Exceed Fee – Complete the attached Fee Proposal Form and enclose in a separately sealed envelope. The architect shall provide a reimbursable expenses schedule for expenses above and beyond the deliverables itemized on page 4. The Fee shall be itemized by Phase.

## EVALUATION OF THE QUALIFICATIONS/PROPOSAL

Designated City staff and EDGE will evaluate the qualifications and recommend the selection of an architect. Upon approval by the city council and the City of Placentia Administrator, a prepared Professional Services Agreement will be executed and contract related documents will be provided by the Architect. Upon City review and approval of the contract related documents the City of Placentia will issue a Notice to Proceed.

The qualifications will be rated according to the following criteria:

1. Certificate of Insurance and Attachment Nos. 1 and 2 (Required. 0 points)
2. Demonstrated understanding of the scope of work. (20 points)
3. Qualifications and experience of the Architect and Consultant team. (20 points)
4. Recent experience on projects of like nature, including the experience of the proposed Project Architect. (25 points)
5. Thoroughness, responsiveness, and completeness of the proposal, including the proposed schedule. (15 points)
6. Experience working with the public sector. (20 points)
7. Attachment No. 3 Lump Sum – Not to Exceed Fee. (Required. 0 points)

The Proposal will be evaluated and points assigned based on the first six criteria outlined above. Subsequently, the sealed envelope containing the Lump Sum – Not to Exceed Fee Proposal will be opened. Should it be determined that it would be in the best interest of the City to interview any of the architectural firms prior to recommending an architect, then interviews will be conducted with selected architects. The highest scoring architect will be deemed most qualified and recommended to the City of Placentia. Should the City desire, it will negotiate the most qualified architect's Proposed Fee. If no agreement can be made, the City will negotiate with the next most qualified architect, and so on until an agreement can be reached.

## RFQ/P PROCEDURES AND TENTATIVE SCHEDULE

The City of Placentia reserves the right to accept, reject, and evaluate any and all proposals, to change the scope of this RFQ/P, or to cancel in whole or in part this RFQ/P if, at its sole discretion, the City of Placentia determines such action to be in the best interest of the City. The City reserves the right to waive minor irregularities and/or omissions in the information contained in any submitted Qualifications/Proposal. Any Qualifications/Proposal that is submitted becomes property of the City. The City will not be liable for nor pay any costs incurred by the architect in preparation of a response to this RFQ/P or any other costs involved, including travel. It is the policy of the City not to engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age, disability or marital status.

## QUALIFICATIONS/PROPOSAL DELIVERABLE

Deliver five (5) hard copies of the Proposal and one (1) copy of the Proposal in PDF format on a CD.

## LOCATION TO DELIVER QUALIFICATIONS/PROPOSAL

EDGE Development, Inc.  
27368 Via Industria, Suite 101  
Temecula, CA 92590  
Attention: Mark Stinnett, Senior Vice President

## DEADLINE FOR RECEIPT OF QUALIFICATIONS/PROPOSAL

**2:00 PM, Monday, August 18, 2011**

Note: Please don't be late. Any Qualifications/Proposal that is delivered at *any time* after the Deadline will be rejected as non-responsive.

ATTACHMENT NO. 1

**SMALL BUSINESS**

California Government Code Section 14837 states,

*“(d) (1) "Small business" means an independently owned and operated business that is not dominant in its field of operation, the principal office of which is located in California, the officers of which are domiciled in California, and that, together with affiliates, has 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer, as defined in subdivision(c), with 100 or fewer employees. (2) "Microbusiness" is a small business that, together with affiliates, has average annual gross receipts of two million five hundred thousand dollars (\$2,500,000) or less over the previous three years, or is a manufacturer, as defined in subdivision (c), with 25 or fewer employees.”*

\_\_\_\_\_   a small or micro business as defined above.  
Proposer’s name is is not

(NOTE: It is not a requirement that the selected architect be a small or micro business)

**RELATIONSHIP WITH PUBLIC OFFICIAL**

California Government Code Section 87100 states,

*“No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”*

To the best of our knowledge, no employee of \_\_\_\_\_  
Proposer’s name  
has a relationship with any public official that would be in a position to influence the selection of the architectural firm for the Downtown Metrolink Parking Structure.

ATTACHMENT NO. 2

**CERTIFICATION**

NOTE: An authorized person with authority to execute this Certification shall sign this Certification on behalf of the entity that is submitting this Qualifications/Proposal.

I, the undersigned \_\_\_\_\_, certify and declare that I have read all of this Qualifications/Proposal, Attachment No. 1 and the Lump Sum – Not to Exceed Fee; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

I acknowledge Addendum Nos. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Place of Execution)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of person or entity on whose behalf this Certification is signed)

**END OF REQUEST FOR QUALIFICATIONS/PROPOSAL**

ATTACHMENT NO. 3

**LUMP SUM – NOT TO EXCEED  
FEE PROPOSAL FORM**

<u>SCOPE OF WORK DESCRIPTION</u>	<u>FEE</u>
PHASE 1 – CONCEPTUAL DESIGN	\$ _____
PHASE 2 – CONSTRUCTION DOCUMENTS	\$ _____
PHASE 3 – BIDDING	\$ _____
PHASE 4 – CONSTRUCTION	\$ _____
<b>LUMP SUM – NOT TO EXCEED FEE</b>	<b>\$ _____</b>

Please attach a reimbursable expenses schedule for expenses above and beyond the deliverables itemized on page 4.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Place of Execution)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Name of person or entity on whose behalf this Lump Sum – Not to Exceed Fee is signed)

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this 6<sup>th</sup> day of December, 2011, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as "CITY") and BakerNowicki Design Studio, LLP a limited liability partnership (hereinafter referred to as "CONSULTANT").

**A. Recitals.**

(i) CITY has heretofore issued its Request for Proposal pertaining to the performance of professional services with respect to the preparation of design of a parking structure to be constructed as a part of the Placentia Station Project near Melrose and South Main in the City ("Project" hereinafter), a full, true and correct copy of which is attached hereto as Exhibit "A" and by this reference made a part hereof.

(ii) CONSULTANT has now submitted its proposal for the performance of such services, a full, true and correct copy of said proposal is attached hereto as Exhibit "B" and by this reference made a part hereof.

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

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

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

**B. Agreement.**

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

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

(b) Project: The preparation of design documents for the Project as described in Exhibits "A" and "B" hereto including, but not limited to, the preparation of all requisite maps, surveys, reports, plans, models, computer files, and documents, the presentation, both oral and in writing, of such maps, surveys, reports, plans, models, computer files, and documents to CITY as required and attendance at any and all work sessions, public hearings and other meetings conducted by CITY with respect to the Project. The Parties agree to incorporate herein the provisions of AGC Document 240, attached hereto as

Exhibit "C;" provided, however, that in the event of conflict with specific provisions of this Agreement, the provisions of this Agreement shall take precedence.

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

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

**2. CONSULTANT Services:** (a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" and "B" hereto and all in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY. CONSULTANT is bound by the contents of CITY's Request for Proposal, Exhibit "A" hereto and incorporated herein by this reference, and the contents of the proposal submitted by CONSULTANT, Exhibit "B" hereto. In the event of conflict, the provisions of CITY's Request for Proposals and this Agreement shall take precedence over those contained in CONSULTANT's proposals.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibits "A" and "B" to CITY within the time specified in Exhibit "A". Copies of the Documents shall be in such numbers as are required by Exhibit "A". CITY may thereafter review and forward to CONSULTANT comments regarding said Documents and CONSULTANT shall thereafter make such revisions to said Documents as are deemed necessary. CITY shall receive revised Documents in such form and in the quantities determined necessary by CITY. The time limits set forth pursuant to this Section B.2.(b) may be extended upon prior written approval of CITY.

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

**3. Payment for Services:** (a) To pay CONSULTANT a maximum sum of \$328,786.00 for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to

CONSULTANT, by CITY, shall be made in accordance with the Schedule of Performance set as Exhibit "E".

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

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

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

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

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

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

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

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

**5. Records and Documents:** (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free

access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

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

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

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

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10)

calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, CITY shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

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

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

To Consultant: Richard A. Nowicki, AIA  
BakerNowicki Design Studio  
624 Broadway, Suite 405  
San Diego, CA 92101

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 "D," attached hereto and by this reference herein incorporated.

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

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

(d) In accordance with the provisions of California Labor Code Section 3700, every employer shall secure the payment of compensation to his employees.

CONSULTANT prior to commencing work, shall sign and file with CITY a certification as follows:

“I am aware of the provisions of § 3700 of the California Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.”

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

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

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

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

(b) Indemnification for Other Than Professional Liability. In addition to indemnification related to the performance of professional services and to the full extent

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

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

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

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

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

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

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

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

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

(e) Nondiscrimination. In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, or selection for training, including apprenticeship.

**14. Patent/Copyright:** (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT.

However, CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

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

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

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

**16. Damages:** In the event CONSULTANT fails to submit to CITY the completed Project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of \_\_\_\_\_ dollars (\$ ) per day for each day CONSULTANT is in default, which

sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

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

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

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

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

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

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

[Signature Block on Next Page]

CONSULTANT

\_\_\_\_\_

\_\_\_\_\_

CITY

\_\_\_\_\_

City Administrator

ATTEST: \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_

Andrew V. Arczynski,  
City Attorney

## **EXHIBIT A**

## **EXHIBIT B**

October 19, 2011

Troy L. Butzlaff, ICMA-CM  
City Administrator  
City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870

RE: Placentia Station Parking Structure - REV  
BNds Project # 11006-00

Dear Mr. Butzlaff,

On behalf of BakerNowicki Design Studio, we are pleased to offer our proposal for the design of the Parking Structure to be constructed as part of the Placentia Station Project near Melrose and South Main in the City of Placentia. The City is requesting this proposal to include all phases of Architectural Services required for the project. We understand the City may only contract for the primary phases initially but is anticipated the BakerNowicki Design Studio will ultimately be engaged to complete all of the services described herein.

#### **SCOPE OF WORK**

Our understanding of the project is that the City of Placentia desires to build a new multi-story parking garage at the Metro-link Station near Melrose and South Main in the City of Placentia. The project will be procured with local funding as well as STIP-PTA funds as may be available. Preliminary design documents have been received by us from Edge Development, Inc. and were used in developing the understanding of the scope and size of the project.

The City desires to develop the garage in keeping with the overall aesthetic and character of the City of Placentia. Architectural treatments beyond typical, common concrete structures is anticipated and included in the fees outlined herein. The exact nature of the Architectural treatments will be developed through the execution of the scope of services outlined below.

The garage will be approximately 350 spaces. We anticipate that all parking will be at grade and above. The garage will serve as a transit center for Metro-link, and will likely have short term and long term parking needs. The overall project calls for 450 spaces at the Metro-link site. The approximate 100 spaces that will be surface parking are not included in our scope. There are existing Quonset huts on-site that will be removed.

The preliminary budget has been established between \$6M and \$7M. The City does not anticipate pursuing LEED certification for the garage.

## **SCOPE OF SERVICES**

### **SCHEMATIC DESIGN**

- Develop Parking design criteria through meetings with owner designated user groups and decision makers.
- Review City of Placentia Guidelines for Design and Planning.
- Research existing plans and utilities to assess site conditions.
- Identify Parking generators, parking conditions (general, visitor, permit, valet or other).
- Develop Parking Geometry including stall dimensions, angle of spaces, aisle widths, etc.
- Develop floor-to-floor elevations for clearances and ramp slopes and configurations.
- Other areas within the garage for: bicycles, storage, drop-off, etc.
- Develop three schemes based on programmatic needs with analysis of pros and cons to each scheme including, but not limited to: Vehicular/Pedestrian Circulation, Way-finding, Operations, Costs, Efficiency and Throughput, Structural Options, Site Analysis and Architectural Character.
- Design will be produced using Building Information Modeling (BIM) technology for all systems.
- Meet with owner to review schemes and select final option for the completion of the SD package.
- Prepare schematic design package including:
  - Floor plans, sections and elevations
  - Stall geometry and counts per level
  - Ingress and Egress conditions
  - Circulation systems within the garage for vehicles and pedestrians.
  - Locations of stairs and elevator.
  - Basis of Design and Outline Specifications
  - Estimate of Probable costs

### **DESIGN DEVELOPMENT**

- Prepare Design Development Package utilizing BIM technology based on Owner feedback on the Schematic Package including: Plans, Sections, Elevations, Primary Details, Site plans, Conceptual Grading and Drainage plans.
- On specific written approval by the Owner of the schematic package outlined above, provide a site plan and other Project related information necessary and required for an application by the Owner to any local, regional, State, or Federal agency for funds to finance the construction of the Project.
- Address State's water quality permit requirements.
- Develop plans to greater level of detail that a full and complete estimate of construction costs can be made including: structural system, mechanical and electrical systems, vehicle detector loop locations, bollards and other protection devices, Intercom and assistance locations, parking technology requirements and design, proposed materials and products.

- In conjunction with the chosen builder, prepare a detailed written statement of estimated construction costs and a written time schedule for the performance of work on the Project. If Architect perceives site considerations, which render the Project expensive or cost prohibitive, Architect shall disclose such conditions in writing to Owner immediately.
- Provide a timetable of Project to Owner.
- Provide design presentation drawings including a color schedule of all materials and selections of materials, finishes, and other matters involving an aesthetic decision of the Project for presentation to the Owner for review and approval.
- Provide Tile 24 Compliance documents.

### **CONSTRUCTION DOCUMENTS**

- Prepare working drawings and specifications as are necessary for obtaining approval by public authorities and facilitating the development of the project GMP.
- Documents shall describe the work to be done including: structural, mechanical, plumbing, electrical and civil engineering.
- Prepare project specifications fully coordinated with Construction drawings.
- Provide two complete sets of final working drawings to Design/Build Entity and City of Placentia for review and approval.
- Provide Tile 24 Compliance documents.
- Provide an updated timetable of Project to Owner.

### **AGENCY/ PERMITTING**

- Identify all agencies having jurisdiction over project.
- Conform design documents, drawings and specifications to applicable requirements.
- Use best professional efforts to interpret and apply ADA requirements under current 2011 ADA requirements.
- Submit and Obtain approval for project drawings and specifications from City of Placentia.
- Make all revisions to documents necessary to obtain approvals so long as such revisions are not in conflict with other agencies, prior City approvals or directions.

### **CONSTRUCTION ADMINISTRATION**

- Site Visits to observe contractor's work for general conformance to plans and specifications and schedule
- Provide project consultants to observe the work completed within their disciplines and of the documents they prepared.
- Provide written reports of observations after each construction meeting and field visit.

- Check and process all material and test reports.
- Review in a timely manner schedules, shop drawings and submittals.
- Reject work that does not conform to Construction Documents.
- Consult with City regarding substitutions of materials and equipment.
- Advise City in writing of changes necessary to plans and/or specifications.
- Visit site and prepare Punch-List of items to be completed.
- Assemble and deliver to City, warranties, guarantees, owner's manuals, instruction books, and record documents as compiled by contractor.

**SCHEDULE**

The Schematic Design and Development phases are targeted to be completed by March 31, of 2012. The complete and final set of Construction Documents is to be complete by August, 2012. Our fee is based upon staffing and resources required to achieve the target schedule.

**EXCLUSIONS/ OWNER PROVIDED ITEMS**

- Owner will provide site boundary survey with existing improvements.
- Owner will provide a geotechnical report.
- Owner will provide copies of all record documents or as-built information as may be available for the subject property.
- Owner will provide copy of feasibility study current in process by others.
- Storm sewer connections are assumed to be made on-site.
- Surface parking and improvements outside the garage building envelope are excluded.

**KEY PERSONNEL**

BakerNowicki designates **Richard Nowicki, AIA** (CA Lic. C-28042), Partner, to act as Architect of Record and **Buddy Gessel, AIA** as Project Manager/Architect.

**FEES**

For the above stated services, BNds proposes the following fees:

• Schematic Design	\$ 49,318
• Design Development	\$ 65,757
• Construction Documents	\$115,075
• Agency Permitting	\$ 16,439
• <u>Construction Administration</u>	<u>\$ 82,197</u>
TOTAL	\$328,786

Fees will be invoiced on a monthly basis according to the progress of the work. Invoices are due and payable upon receipt. These fees are good for six months from the date of this proposal.

**HOURLY RATES AND REIMBURSABLES**

Reimbursable Expenses are in addition to compensation for basic and additional services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses and will be reimbursed to the Architect by the City at 1.10 times actual cost:

- Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, construction and bidding.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner and normally carried by the Architect and Architect's consultants.
- Additional services requested by the Owner will be based on our current hourly rates and negotiated at the time of occurrence.

We propose an initial allowance for reimbursable items be set at \$2,500.

We hope that this proposal is satisfactory to your needs and would be pleased to answer any questions that you may have. We are truly grateful for the opportunity to be of service to the City of Placentia. Please contact me at your convenience to discuss the proposal or any other project related items.

Sincerely,



Richard Nowicki, AIA  
Partner  
CA. Lic. C-28042

REN:klm

Attachment: BNds Hourly Rate Schedule

On behalf of the City of Placentia

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Hourly Rate Schedule  
Effective May 2, 2011**

<b>Job Title</b>	<b>Hourly Rate</b>
Partner	\$ 225.00
Principal	\$ 175.00
Education Facility Planner	\$ 175.00
Construction Administrator	\$ 125.00
Project Designer	\$ 125.00
Project Architect	\$ 125.00
Project Manager	\$ 125.00
Job Captain	\$ 100.00
Senior Draftsperson	\$ 100.00
Draftsperson	\$ 75.00
Clerical	\$ 70.00
Design Assistant	\$ 60.00

**Note: Rates effective 5/2/11 and are subject to change.**

## EXHIBIT C

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA



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**AGC DOCUMENT NO. 240  
STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ARCHITECT/ENGINEER**

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*This Agreement is intended to be used in conjunction with AGC 200 series documents.*

**TABLE OF ARTICLES**

1. AGREEMENT
2. GENERAL PROVISIONS
3. ARCHITECT/ENGINEER'S RESPONSIBILITIES
4. OWNER'S RESPONSIBILITIES
5. TIME
6. COMPENSATION AND PAYMENTS
7. INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION
8. TERMINATION
9. DISPUTE RESOLUTION
10. MISCELLANEOUS PROVISIONS
11. SCHEDULE OF EXHIBITS

This Agreement has important legal and insurance consequences. Consultation with an attorney and insurance consultant is encouraged with respect to its completion or modification. A diamond "◆" indicates where information is to be inserted to complete this Agreement.

**AGC DOCUMENT NO. 240  
STANDARD FORM OF AGREEMENT BETWEEN  
OWNER AND ARCHITECT/ENGINEER**

**ARTICLE 1  
AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, ♦

by and between the

**OWNER**  
(Name and Address) ♦

and the  
**ARCHITECT, ARCHITECT/ENGINEER or ENGINEER** (hereinafter ARCHITECT/ENGINEER) ♦  
(Name and Address)

for services in connection with the following  
**PROJECT** ♦  
(Name, location and brief description)

**Notice to the parties shall be given at the above addresses.**

## ARTICLE 2

### GENERAL PROVISIONS

**2.1** The Architect/Engineer shall furnish or provide the architectural and engineering services necessary to design the Project in accordance with the Owner's requirements, as outlined in the Owner's Program and other relevant data defining the Project, which is attached as Exhibit A. The architectural and engineering services shall include Basic Services plus Additional Services as may be authorized by the Owner. The standard of care for architectural and engineering Services performed under this Agreement shall be the care and skill ordinarily used by members of the architectural and engineering professions practicing under similar conditions at the same time and locality.

**2.2 RELATIONSHIP OF THE PARTIES** The Owner and Architect/Engineer agree to work together on the basis of mutual trust, good faith and fair dealing, and shall take actions reasonably necessary to enable each other to perform this Agreement in a timely, efficient and economical manner. The Owner and Architect/Engineer shall endeavor to promote harmony and cooperation among all Project participants.

**2.3** Neither the Architect/Engineer nor any of its agents or employees shall act on behalf of or in the name of the Owner except as provided in this Agreement or unless authorized in writing by the Owner.

**2.4 EXTENT OF AGREEMENT** This Agreement represents the entire and integrated agreement between the Owner and the Architect/Engineer and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of the Owner and Architect/Engineer and not for the benefit of any third party except to the extent expressly provided in this Agreement.

### 2.5 DEFINITIONS

**.1** *Agreement* means this AGC Document No. 240, Standard Form of Agreement Between Owner and Architect/Engineer as modified by the parties, and Exhibits and Attachments made part of this Agreement upon its execution.

**.2** *Architect/Engineer* means the person or entity identified in Article 1 and includes the Architect/Engineer's representative.

**.3** *Contractor* means the person or entity retained by the Owner to perform Work for the Project and includes the Contractor's Representative.

**.4** The term *Cost of Construction* shall mean the Owner's total cost of Project components. In the event the Project is not completed, Cost of Construction shall mean the final approved estimated cost of Project components.

**.5** *Others* means other contractors, material suppliers and persons at the Worksite who are not employed by the Contractor or Subcontractors.

**.6** *Owner* is the person or entity identified in Article 1 and includes the Owner's representative.

**.7** The *Owner's Program* is an initial description of the Owner's objectives that shall include budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

**.8** The *Project*, as identified in Article 1, is the building, facility and/or other improvements for which the Contractor is to perform Work under the agreement between the Owner and Contractor. It may also include construction by the Owner or Others.

**.9** The *Schedule of the Work* is the document prepared by the Contractor that specifies the dates on which the Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from the Owner.

**.10** *Services* means the services provided by the Architect/Engineer and/or by consultants retained by the Architect/Engineer for the Project. Such services may constitute the whole or a portion of the Project.

**.11** A *Subcontractor* is a party or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment and/or services necessary to complete a specific portion of the Work. The term Subcontractor does not include the Architect/Engineer or Others.

**.12** The term *Work* means the construction and services necessary or incidental to fulfill the Contractor's obligations for the Project in conformance with the agreement between the Owner and Contractor.

**.13** *Worksite* means the location of the Project as identified in Article 1 where the Work is to be performed.

## ARTICLE 3

### ARCHITECT/ENGINEER'S RESPONSIBILITIES

#### 3.1 GENERAL RESPONSIBILITIES

**3.1.1 PROJECT REQUIREMENTS** The Architect/Engineer, in order to determine the requirements of the Services, shall conduct a preliminary evaluation of the information set forth in Exhibit A. The Architect/Engineer shall confirm its understanding of such requirements with the Owner and shall assist the Owner to refine or make clarifications to the Owner's Program for the Project.

**3.1.2** The Architect/Engineer shall not proceed with the development of successive design documents until receiving written approval from the Owner. The Architect/Engineer shall promptly revise without additional compensation:

- .1 those documents which have not been previously approved by the Owner and to which the Owner has reasonable objections;
- .2 those documents identified by Contractor and accepted by the Owner as presenting constructibility problems; and
- .3 those documents needing revisions to reflect clarifications and assumptions and allowances on which a guaranteed maximum price is based.

To the extent that any design documents approved by the Owner deviate from the requirements of the Owner's Program, the approved design documents shall govern.

**3.1.3** The Architect/Engineer shall have reasonable access to the Worksite at all times.

**3.1.4** Except as provided in this Agreement or unless otherwise directed by the Owner, the Architect/Engineer shall communicate with the Contractor and Subcontractors only through the Owner.

**3.1.5** The Architect/Engineer shall assist the Owner with filing required documents with governmental authorities having jurisdiction over the Project, including permits necessary for construction of the Project.

**3.1.6** The Architect/Engineer shall not be responsible for the acts or omissions of the Owner, the Contractor and Subcontractors, and their respective agents or employees, or any other persons or entities performing work on the Project who are not under the direct control or authority of the Architect/Engineer.

**3.1.7** Services to be provided by the Architect/Engineer shall be rendered promptly so as not to delay the Owner, the Contractor, Subcontractors or Others.

**3.1.8** The Architect/Engineer shall be responsible to the Owner for the costs of any errors or omissions of the Architect/Engineer or of consultants retained by the Architect/Engineer to the extent that such costs exceed \_\_\_\_\_ percent (\_\_\_\_\_%), in the aggregate of the Architect/Engineer's compensation. ◆

**3.2 BASIC SERVICES** The Architect/Engineer's Basic Services consist of any Services provided pursuant to Paragraphs 3.1 and 3.2. The Architect/Engineer shall identify here or in a separate attached exhibit: (1) other Services included in Basic Services, (2) the specific design disciplines included in Basic Services, and (3) those portions of the Project design to be furnished by the Owner, Contractor or Others: ◆

If professional design services are to be furnished by the Owner, Contractor or Others, the Architect/Engineer shall indicate all performance and design criteria to be satisfied, and the Owner, Contractor or Others shall not be responsible for the adequacy of such performance and design criteria. Design services furnished by parties other than the Architect/Engineer shall be obtained from licensed design professionals, who shall affix their signature and seal on all drawings, specifications, calculations and submittals prepared by them, and the Architect/Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of such design services.

**3.2.1 COST ESTIMATES** Except when estimates are the responsibility of the Contractor retained to provide preconstruction services as part of the Work, the Architect/Engineer shall prepare for the Owner's review and approval (1) a preliminary estimate of the Cost of Construction utilizing area, volume or similar conceptual estimating techniques and based upon the Owner's Program and other relevant information in Exhibit A and (2) updated estimates of the Cost of Construction at the completion of the Schematic Design Documents, the Design Development Documents and the Construction Documents, except when construction commences before the completion of such documents. If at any

time the Architect/Engineer's estimate exceeds the Owner's previously approved estimate, the Architect/Engineer shall make recommendations to the Owner describing ways to proceed within the Owner's budget for the Owner's written approval.

**3.2.2 PROJECT SCHEDULE** The Architect/Engineer shall prepare for the Owner's review and approval a preliminary Project Schedule that shall show the timing and sequencing of the design and construction required to meet the time criteria set forth in the Owner's Program. The Project Schedule shall be updated for the Owner's review and approval at the completion of Schematic Design Documents, Design Development Documents and Construction Documents, except when construction commences before the completion of such Documents. If the Contractor has been retained to provide preconstruction services as part of the Work, the Architect/Engineer shall coordinate and update the Project Schedule with the Schedule of the Work prepared by the Contractor. The Architect/Engineer shall make appropriate recommendations if any Project Schedule shows a deviation from previously approved Project Schedules.

**3.2.3 SCHEMATIC DESIGN DOCUMENTS** Based upon the Owner's Program, including any approved refinements or clarifications, the Architect/Engineer shall prepare, for the Owner's review and approval, Schematic Design Documents consisting of drawings, outline specifications and other documents illustrating the Project's basic elements, scale, and their relationship to the Worksite. Schematic Design Documents shall include, as applicable, conceptual plans of the site and structures; preliminary sections and elevations; approximate areas, volumes and dimensions; and preliminary selections of materials and systems. Two printed sets and one reproducible set of Schematic Design Documents shall be provided to the Owner. When the Architect/Engineer submits the Schematic Design Documents, the Architect/Engineer shall identify in writing for the Owner's approval all material changes and deviations that have taken place from the Architect/Engineer's approved preliminary estimate of the Cost of Construction and Project Schedule.

**3.2.4 DESIGN DEVELOPMENT DOCUMENTS** Based on the approved Schematic Design Documents and the updated estimate of the Cost of Construction and Project Schedule, the Architect/Engineer shall prepare, for the Owner's review and approval, Design Development Documents. The Design Development Documents shall further define the Project, including drawings and outline specifications fixing and describing the Project size, character and site relationships, and other appropriate elements describing the structural, architectural, mechanical and electrical systems. Design Development Documents shall include, as applicable, plans, sections and elevations; criteria and sizing of major components; equipment sizes and capacities and approximate layouts, including required spaces and clearances; typical details; materials selections and general qual-

ity levels. When the Architect/Engineer submits the Design Development Documents, the Architect/Engineer shall identify in writing all material changes and deviations for the Owner's approval that have taken place from the Schematic Design Documents and the previously approved estimate of the Cost of Construction and Project Schedule. Two printed sets and one reproducible set of Design Development Documents shall be provided to the Owner.

**3.2.5 CONSTRUCTION DOCUMENTS** Based on the approved Design Development Documents and updated estimate of the Cost of Construction and Project Schedule, the Architect/Engineer shall prepare, for the Owner's review and approval and the approval of governmental authorities, including any revisions necessary to secure such approvals, Construction Documents setting forth in detail the quality levels of and the requirements for construction of the Project, and consisting of drawings and specifications that comply with applicable codes, laws and regulations enacted at the time of their preparation at the location of the Project. When the Architect/Engineer submits the Construction Documents, the Architect/Engineer shall identify in writing all material changes and deviations for the Owner's approval that have taken place from the Design Development Documents and the previously approved estimate of the Cost of Construction and Project Schedule. Two printed sets and one reproducible set of the Construction Documents shall be provided to the Owner.

**3.2.6 DESIGN COORDINATION** The Architect/Engineer shall coordinate the services of all design consultants for the Project, including those retained by the Owner, who are or will be: (List here or in a separate attached exhibit the names and/or disciplines of design consultants retained or to be retained by the Owner) ◆

**3.2.7 BIDDING OR NEGOTIATION ASSISTANCE** The Architect/Engineer shall assist the Owner in obtaining bids or negotiated proposals from contractors by providing up to six (6) sets of drawings, specifications and any addenda, attending pre-bid or pre-award meetings, clarifying the scope and intent of the Construction Documents and, if appropriate, evaluating proposed subcontractors and material suppliers for portions of the Work. The Architect/Engineer shall issue any addenda or clarifications promptly in writing.

**3.2.7.1** If the lowest bona fide bid or negotiated proposal exceeds the final approved estimate of the Cost of Construction by \_\_\_\_\_ percent ( \_\_\_\_\_ %) ♦ or more, and the Owner, in its sole discretion, elects not to accept such bid or proposal or to rebid or renegotiate the Project, the Architect/Engineer, without additional compensation, shall work with the Owner to make the necessary modifications to the Construction Documents to reduce the Cost of Construction to an amount less than or equal to the sum of the final approved estimate of the Cost of Construction plus the percentage stated above. This Clause shall not apply if estimates are prepared by or are the responsibility of the Contractor or Others.

**3.2.8 CONSTRUCTION PHASE SERVICES** The Construction Phase will commence upon the issuance of a written notice from the Owner to the Contractor to proceed with the Work, with contemporaneous notification to the Architect/Engineer. The Architect/Engineer shall (1) review and advise the Owner as to the accuracy and sufficiency of the schedule of values submitted by the Contractor for the Work and (2) coordinate the Project Schedule with the Schedule of the Work submitted by the Contractor and approved by the Owner. The Architect/Engineer shall furnish to the Owner and, if directed, to the Contractor interpretations and clarifications of the drawings and specifications, by means of additional drawings, addenda or otherwise, as are necessary for the proper execution and progress of the Work. All such interpretations and clarifications shall be consistent with the intent of the Construction Documents and reasonably inferable from them.

**3.2.8.1** The Architect/Engineer shall review the Contractor's submittals, including shop drawings, product data and samples, and make approvals of or recommendations about such submittals to the Owner within ten (10) days of receiving the submittals from the Contractor, unless mutually agreed otherwise by the Architect/Engineer, Contractor and Owner. The Architect/Engineer shall check the Contractor's submittals for conformance with the design and the scope of the Project and for compliance with the Construction Documents. The Architect/Engineer's review shall not extend to the Contractor's means, methods, techniques, sequences or procedures, unless such means, methods, techniques, sequences or procedures have been specified by the Owner or Architect/Engineer.

**3.2.8.2** The Architect/Engineer shall assist the Owner in the evaluation and processing of requests for changes in the Work. Based on its evaluation, the Architect/Engineer shall make appropriate recommendations to the Owner.

**3.2.8.3** The Architect/Engineer shall visit the Worksite at appropriate intervals, but not less than \_\_\_\_\_ ♦  
\_\_\_\_\_ ( \_\_\_\_\_ ) times, or pursuant to such schedule as the parties may establish by attachment of Exhibit F to this Agreement, to become generally familiar with the

quality of the Work and to determine in general if the Work is proceeding in accordance with the Construction Document. After each Worksite visit, the Architect/Engineer shall promptly provide the Owner with a written report. If the Architect/Engineer becomes aware of any defects or deficiencies in the Work, the Architect/Engineer shall provide prompt notice, followed by written confirmation, to the Owner. If, in the Architect/Engineer's opinion, special testing or inspection of the Work is needed, the Architect/Engineer shall recommend such testing or inspection procedures and appropriate consultants to the Owner. The Architect/Engineer shall not be responsible for construction means, methods, techniques, sequences and procedures, unless they are specified by the Architect/Engineer, or for ensuring that the Work is in accordance with the Construction Documents.

**3.2.8.4** The Architect/Engineer shall not be responsible for the Contractor's safety precautions and programs. However, if the Architect/Engineer has actual knowledge of safety violations, the Architect/Engineer shall give prompt written notice to the Owner.

**3.2.8.5** The Architect/Engineer shall assist the Owner in processing the Contractor's applications for payment. Based on its on-site observations and other relevant information, the Architect/Engineer shall make recommendations to the Owner as to amounts due. In making recommendations, the Architect/Engineer shall not be obligated to review requisitions from Subcontractors or to ascertain if the Contractor has used previously approved monies to pay Subcontractors.

**3.2.8.6** The Architect/Engineer shall attend up to \_\_\_\_\_ ♦  
\_\_\_\_\_ ( \_\_\_\_\_ ) meetings with the Owner and the Contractor upon reasonable request of the Owner.

**3.2.8.7** The Architect/Engineer shall assist the Owner in conducting up to \_\_\_\_\_ ( \_\_\_\_\_ ) ♦ inspections to determine the date or dates of Contractor's Substantial Completion of the Work. Such assistance shall include compiling a list of items to be completed or corrected so that the Owner may occupy or utilize the Work or a designated portion for its intended use.

**3.2.8.8** The Architect/Engineer shall assist the Owner in conducting up to \_\_\_\_\_ ( \_\_\_\_\_ ) ♦ inspections to determine Contractor's final completion of the Work.

**3.2.8.9** If requested by the Owner, the Architect/Engineer shall make up to two (2) visits to the Worksite during the Contractor's one-year correction period to assist the Owner in evaluating the need for any corrective measures.

**3.2.9 HAZARDOUS MATERIAL** A Hazardous Material is any substance or material identified now or in the future as

hazardous under any federal, state or local law or regulation, or any other substance or material which may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal and/or clean-up. If a Hazardous Material is discovered at the Worksite, the Architect/Engineer shall not be required to perform Services relating to or in the area of the Hazardous Material without written mutual agreement.

**3.3 ADDITIONAL SERVICES** The following Services shall be provided by the Architect/Engineer and paid for as Additional Services, if they are authorized in advance by the Owner in writing and are not included in Basic Services as set forth in Paragraphs 3.1 and 3.2:

- .1 Investigation of sources of financing, general business planning and other information and documentation as may be required to establish the feasibility of the Project.
- .2 Consultations, negotiations, and documentation supporting the procurement of Project financing.
- .3 Surveys, site evaluations, legal descriptions and aerial photographs.
- .4 Appraisals of existing equipment, existing facilities, new equipment and developed properties.
- .5 Soils, subsurface and environmental studies, reports and investigations required for submission to governmental authorities or others having jurisdiction over the Project.
- .6 Document reproduction exceeding the limits provided for under Paragraph 3.2.
- .7 Investigating or making measured drawings of existing conditions or the verification of Owner-provided drawings and information.
- .8 Artistic renderings, models and mockups of the Project or any part of the Project.
- .9 Inventories of existing furniture, fixtures, furnishings and equipment which might be under consideration for incorporation into the Project.
- .10 Interior design and related services, including procurement and placement of furniture, furnishings, artwork and decorations.
- .11 Making revisions to the Schematic Design, Design Development, or Construction Documents after they have been approved by the Owner, and which are due to causes beyond the control of the Architect/Engineer.

.12 Design, coordination, management, expediting and other services supporting the procurement of materials to be obtained or work to be performed by the Owner, including but not limited to telephone systems, computer wiring networks, sound systems, alarms, security systems and other specialty systems which are not a part of this Agreement.

.13 Estimates, proposals, appraisals, consultations, negotiations and services in connection with the repair or replacement of an insured loss.

.14 The premium portion of overtime work ordered by the Owner, including productivity impact costs, other than that required by the Architect/Engineer to maintain the Project Schedule for causes that are the responsibility of the Architect/Engineer.

.15 Obtaining service contractors and training maintenance personnel; assisting and consulting in the use of systems and equipment after the initial start up.

.16 Services for tenant or rental spaces not a part of this Agreement.

.17 Serving or preparing to serve as an expert witness in connection with any proceeding, legal or otherwise, regarding the Project in which the Architect/Engineer is not a party.

.18 Preparing reproducible record drawings from marked-up prints, drawings or other documents that incorporated significant changes made during the Construction Phase.

.19 Worksite visits in excess of the number of visits provided for in Clauses 3.2.8.3, 3.2.8.7, 3.2.8.8 and 3.2.8.9 or the number of visits in a schedule established by attachment to this Agreement.

.20 Attending meetings in excess of the number provided for in Clause 3.2.8.6.

.21 Providing Services relating to Hazardous Material discovered at the Worksite.

**3.4 QUALIFICATIONS** The Architect/Engineer warrants and represents that the Architect/Engineer and its consultants are duly qualified, licensed, registered and authorized by law to perform the Services under this Agreement.

**3.5 CONSULTANTS** The Architect/Engineer shall not engage the services of any consultant without first obtaining the Owner's written approval, which approval shall not be

unreasonably withheld. Such approval by the Owner shall not be deemed to create any contractual relationship between the Owner and any such consultant, except that the Owner shall be considered the intended beneficiary of the performance of their services. Except for the waivers required under Paragraph 5.4 and Subparagraph 7.3.2, the Architect/Engineer shall not include any limits of liability in its agreements with any consultants without the prior written approval of the Owner. The Architect/Engineer shall bind its consultants in the same manner as the Architect/Engineer is bound to the Owner under this Agreement.

### 3.6 ARCHITECT/ENGINEER'S REPRESENTATIVE

The Architect/Engineer's representative is \_\_\_\_\_, who shall possess full authority to receive and act on instructions from the Owner.

**3.7 KEY PROJECT PERSONNEL** The key Project personnel whom the Architect/Engineer shall assign are as set forth in Exhibit C, including the percentage of time to be devoted by each to the Architect/Engineer's Services. Such personnel shall not be changed without the written approval of the Owner, which approval shall not be unreasonably withheld.

**3.8 FINANCIAL INFORMATION** Prior to commencement of Services, and thereafter, the Architect/Engineer shall have the right, upon written request, to receive from the Owner evidence of the Owner's financial ability to pay for the Architect/Engineer's Services. Evidence of the Owner's financial ability to pay for Services shall be a condition precedent to the Architect/Engineer commencing or continuing Services. The Architect/Engineer shall be notified prior to any material change in the Owner's ability to pay for Services.

### 3.9 ROYALTIES, PENALTIES AND COPYRIGHTS

The Architect/Engineer shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems selected by the Architect/Engineer and incorporated in the design documents of the Architect/Engineer. The Architect/Engineer shall defend, indemnify and hold the Owner, the Contractor and Subcontractors harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

**3.10 CONFIDENTIALITY** The Architect/Engineer shall treat as confidential and not disclose to third parties, except as necessary for the performance of this Agreement or as required by law, or use for its own benefit, any of the Owner's confidential information, know-how, discoveries, production methods and the like that is so identified in writing and disclosed to the Architect/Engineer or which the Architect/Engineer acquires in performing the Services required by this Agreement.

## ARTICLE 4

### OWNER'S RESPONSIBILITIES

#### 4.1 INFORMATION AND SERVICES PROVIDED BY OWNER

**4.1.1** To the extent the Owner has obtained the information and services identified below, the Owner shall provide them to the Architect/Engineer in a timely manner. The Architect/Engineer shall be entitled to rely on the completeness and accuracy of such information and services.

- .1 Information describing the physical characteristics of the Worksite, including surveys, Worksite evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations, all as set forth in Exhibit A.
- .2 Inspection and testing services during construction as required by law or as mutually agreed.
- .3 Unless otherwise provided in the Contract Documents, necessary approvals, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services.

The information required by Clause 4.1.1.1 shall be provided in reasonable detail. Legal descriptions shall include easements, title restrictions, boundaries, and zoning restrictions. Worksite descriptions shall include existing buildings and other construction and all other pertinent site conditions. Adjacent property descriptions shall include structures, streets, sidewalks, allies, and other features relevant to the Work. Utility details shall include available services, lines at the Worksite and adjacent thereto and connection points. The information shall include public and private information, subsurface information, grades, contours, and elevations, drainage data, exact locations and dimensions, and benchmarks that can be used in laying out the Work.

**4.1.2** The Owner shall promptly report to the Architect/Engineer errors, inconsistencies and omissions it discovers in the Construction Documents; however, nothing in this Subparagraph shall relieve the Architect/Engineer of responsibility for its own errors, inconsistencies and omissions.

**4.1.3** Approvals by the Owner shall not be deemed to be an assumption of responsibility by the Owner for any error, inconsistency or omission in the drawings and specifications or other documents prepared by the Architect/Engineer, its employees, agents or consultants. The Owner shall provide all approvals required under this Agreement in a timely manner.

**4.2 OWNER'S REPRESENTATIVE** The Owner's representative is \_\_\_\_\_.  
The Representative:

- .1 shall be fully acquainted with the Project;
- .2 agrees to furnish the information and services required of the Owner pursuant to Paragraph 4.1 so as not delay the Services of the Architect/Engineer; and
- .3 shall have authority to bind the Owner in all matters requiring the Owner's approval, authorization or written notice. If the Owner changes its representative or the representative's authority as listed above, the Owner shall notify the Architect/Engineer in writing in advance.

**4.3 ROYALTIES, PATENTS AND COPYRIGHTS** The Owner shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods or systems specifically required by the Owner to be incorporated in the design documents of the Architect/Engineer. The Owner agrees to defend, indemnify and hold the Architect/Engineer harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods or systems required by the Owner or used by the Contractor but not required by the Owner or Architect/Engineer.

**4.4 FINANCIAL INFORMATION** The Owner shall provide upon written request of the Architect/Engineer evidence of the Owner's financial ability to pay for the Architect/Engineer's Services.

#### ARTICLE 5

##### TIME

**5.1 TIME FOR SERVICES** The Architect/Engineer shall provide the Services required by this Agreement in conformance with the most recent Project Schedule approved by the Owner. The Architect/Engineer's Fee as set forth in Paragraph 6.1 is based on completion of Construction Documents no later than \_\_\_\_\_ (\_\_\_\_\_) days following execution of this Agreement. If completion of Construction Documents is not achieved within this time through no fault of the Architect/Engineer, the Architect/Engineer's Fee shall be equitably adjusted.

**5.2 DELAYS BY ARCHITECT/ENGINEER** If the progress or completion of the Project is delayed by reason of any error, inconsistency or omission of the Architect/Engineer, the Architect/Engineer shall compensate the Owner for and indemnify it against all costs, expenses, liabilities or damages which may accrue as a result of such delay, but only to the extent such costs, expenses, liabilities or damages

exceed the percentage specified in Subparagraph 3.1.8. In addition, the Architect/Engineer shall provide Services at its own cost, including any overtime costs and expenses, required to make up time lost to the Owner because of such delay.

**5.3 DELAYS BY OWNER** If the Architect/Engineer is delayed in the performance of its Services by any act or omission of the Owner, or by changes ordered by the Owner which are due to causes beyond the Architect/Engineer's control, or by a delay authorized by the Owner pending dispute resolution, then the time allotted in the Project Schedule for the Architect/Engineer's Services shall be extended for the period of such delay or the Owner shall authorize the Architect/Engineer to work overtime to make up such lost time, and the Architect/Engineer's compensation shall be equitably adjusted.

#### 5.4 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

**5.4.1** The Owner and the Architect/Engineer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver also shall apply to consequential damages due to termination by either party in accordance with this Agreement. The Owner and the Architect/Engineer shall require similar waivers in contracts with their consultants retained for the Project.

#### ARTICLE 6

##### COMPENSATION AND PAYMENTS

#### 6.1 COMPENSATION FOR BASIC SERVICES

**6.1.1** For Basic Services as described in Paragraphs 3.1 and 3.2, the Owner shall compensate the Architect/Engineer on the following basis, including applicable sales taxes (Strike options not applicable):

- .1 Stipulated Fee.  
The amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).
- .2 Guaranteed Maximum Fee. The actual cost of the following:
  - a. Architect/Engineer's personnel as listed in Exhibit B.
  - b. Services of consultants and sub-contractors at a multiple of \_\_\_\_\_ times the amount billed to the Architect/Engineer for such services.

c. Reimbursable Expenses incurred in connection with Basic Services.

The Architect/Engineer shall be compensated for the above costs up to a Guaranteed Maximum Fee of \_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ ).

.3 Other basis of Fee:  
(Describe here or in a separate attached exhibit the other basis of Fee, if any)

## 6.2 ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES

6.2.1 The Architect/Engineer shall be compensated for Additional Services as described in Paragraph 3.3 on the following basis:

6.2.2 The Architect/Engineer shall be compensated for the Reimbursable Expenses described in Exhibit D at their actual cost, unless otherwise provided in Subparagraph 6.1.1.

## 6.3 PAYMENTS

6.3.1 The Architect/Engineer shall submit to the Owner for its approval monthly applications for payment for Basic and Additional Services and Reimbursable Expenses, if any, with reasonable supporting detail. The Owner shall pay approved amounts no later than thirty (30) days after the Architect/Engineer has submitted its applications for payment. No matter how computed in Paragraph 6.1, payments for Basic Services:

.1 shall not exceed the following percentages of the total Fee for Basic Services at the completion of each Phase of the Architect/Engineer's Services:

Schematic Design Documents	_____ %
Design Development Documents	_____ %
Construction Documents	_____ %
Bidding or Negotiation Assistance	_____ %
Construction Phase	_____ %

**TOTAL** \_\_\_\_\_ or **100 %**

.2 shall not exceed the following lump sum amounts for each Phase of the Architect/Engineer's Services:

Schematic Design Documents	_____ Dollars ( \$ _____ )
Design Development Documents	_____ Dollars ( \$ _____ )
Construction Documents	_____ Dollars ( \$ _____ )
Bidding or negotiation assistance	_____ Dollars ( \$ _____ )
Construction Phase	_____ Dollars ( \$ _____ )

Upon receipt of payment from the Owner, the Architect/Engineer shall promptly make payment to its consultants as appropriate.

6.3.2 Prior to final payment to the Architect/Engineer, the Architect/Engineer shall furnish evidence satisfactory to the Owner that there are no claims, obligations or liens outstanding in connection with its Services. Acceptance of final payment shall constitute a waiver of all claims by the Architect/Engineer for compensation for its Services.

6.3.3 Should there be any claim, obligation or lien asserted before or after final payment is made that arises from the Architect/Engineer's Services, the Architect/Engineer shall reimburse the Owner for any costs and expenses, including attorneys' fees, costs and expenses, incurred by the Owner in satisfying, discharging or defending against any such claim, obligation or lien, including any action brought or judgment recovered, provided the Owner is making payments or has made payments to the Architect/Engineer in accordance with the terms of this Agreement.

6.3.4 Should the Architect/Engineer or its consultants cause damage to the Project, or fail to perform or otherwise be in default under the terms of this Agreement, the Owner

shall have the right to withhold from any payment due or to become due, or otherwise be reimbursed for, an amount sufficient to protect the Owner from any loss that may result. Payment of the amount withheld shall be made when the grounds for the withholding have been removed.

**6.3.5** The Architect/Engineer's expense records shall be maintained in accordance with generally accepted accounting principles and shall be available to the Owner at mutually convenient times for all Services to be compensated on the basis of actual cost.

## ARTICLE 7

### INDEMNITY, INSURANCE AND WAIVER OF SUBROGATION

#### 7.1 INDEMNITY

**7.1.1** To the fullest extent permitted by law, the Architect/Engineer shall defend, indemnify and hold the Owner, the Owner's officers, directors, members, consultants, agents and employees, the Contractor, Subcontractors and Others harmless from all claims for bodily injury and property damage, except property insured under the Owner's property insurance, that may arise from the performance of or the failure to perform Services under this Agreement, but only to the extent of the negligent acts or omissions of the Architect/Engineer, the Architect/Engineer's consultants or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable. The Architect/Engineer shall not be required to defend, indemnify or hold harmless the Owner, the Contractor, Subcontractors and Others for the negligence of the Owner, the Contractor, Subcontractors and Others.

#### 7.2 INSURANCE

**7.2.1** Before commencing its Services and as a condition of payment, the Architect/Engineer shall purchase and maintain such insurance as will protect it from claims arising out of the performance of its Services under this Agreement, whether such services are provided by the Architect/Engineer or by any of its consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

**7.2.2** The Architect/Engineer shall maintain at least the following insurance with a company satisfactory to the Owner:

**.1** Workers' Compensation and Employers' Liability Insurance in accordance with the laws of the State in which the Project is located and wherever the Architect/Engineer's Services are being

performed. Employers' Liability coverage shall be written with at least the following limits of liability:

- a. Bodily Injury by Accident  
\$ \_\_\_\_\_ ◆  
Each Accident
- b. Bodily Injury by Disease  
\$ \_\_\_\_\_ ◆  
Policy Limit
- c. Bodily Injury by Disease  
\$ \_\_\_\_\_ ◆  
Each Employee

**.2** Commercial General Liability Insurance, listing the Owner and Contractor as additional insureds, including contractual liability insurance for the liability assumed in Subparagraph 7.1.1, with at least the following limits of liability:

- a. Each occurrence limit  
\$ \_\_\_\_\_ ◆
- b. General aggregate  
\$ \_\_\_\_\_ ◆
- c. Products/Completed  
\$ \_\_\_\_\_ ◆  
Operations Aggregate
- d. Personal and Advertising  
\$ \_\_\_\_\_ ◆  
Injury Limit

**.3** Business Automobile Liability Insurance with at least the following limit of liability:

- a. \$ \_\_\_\_\_ ◆  
Each Accident

**7.2.3** The Architect/Engineer shall require its consultants to maintain Business General Liability and Business Automobile Liability coverage with a company satisfactory to the Owner and with limits acceptable to the Owner.

**7.2.4 PROFESSIONAL LIABILITY INSURANCE** The Architect/Engineer shall maintain Professional Liability Insurance with a company satisfactory to the Owner for claims arising from the negligent performance of professional services under this Agreement, which shall be either: ◆

Practice Policy

Project Specific Coverage  
(Cross-out one of the above)

written for not less than \$ \_\_\_\_\_ per claim and in the aggregate with a deductible not to exceed \$ \_\_\_\_\_. The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all Services performed by the Architect/Engineer for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for \_\_\_\_\_ ( \_\_\_\_\_ ) year(s) following final payment to the Architect/Engineer. The deductible shall be paid by the Architect/Engineer.

**7.2.5** Consultants retained by the Architect/Engineer for this Project shall maintain Professional Liability Insurance with a company satisfactory to the Owner for claims arising from the negligent performance of their professional services, which shall be either:

Practice Policy

Project Specific Coverage  
(Cross-out one of the above)

Such Professional Liability Insurance shall have specific minimum limits and maximum deductibles as set forth below:

SERVICES	MINIMUM LIMIT	MAXIMUM DEDUCTIBLE
Architectural	\$ _____	\$ _____
Structural	\$ _____	\$ _____
Mechanical	\$ _____	\$ _____
Electrical	\$ _____	\$ _____
Other	\$ _____	\$ _____

The Professional Liability Insurance shall contain prior acts coverage sufficient to cover all services performed by the consultants for this Project. If Project Specific Coverage is used, these requirements shall be continued in effect for \_\_\_\_\_ ( \_\_\_\_\_ ) year(s) following final payment to the Architect/Engineer. Deductibles shall be paid by the Architect/Engineer.

**7.2.6** The Architect/Engineer shall furnish to the Owner certificates of insurance evidencing the required coverages listed in this Paragraph 7.2 and, if required by the Owner, a copy of its Professional Liability policy. No policy shall be cancelled or modified without thirty (30) days prior written notice to the Owner. Such requirement for prior written notice does not apply to modifications caused by claims made against the policy. The Architect/Engineer and its Professional Liability insurance carrier shall notify the Owner within thirty (30) days of any claims made or loss expenses incurred against the Professional Liability policy. The Owner shall have the right to notify directly the Architect/Engineer's Professional Liability insurance carrier of a claim against the policy. The Professional Liability policies shall be continued in effect for \_\_\_\_\_ ( \_\_\_\_\_ ) year(s) following final payment to the Architect/Engineer.

**7.3 PROPERTY INSURANCE**

**7.3.1** The Owner shall provide property insurance that names the Architect/Engineer and its consultants as named insureds. The Owner shall furnish to the Architect/Engineer certificates of insurance evidencing such coverages.

**7.3.2** The Owner and Architect/Engineer waive all rights against each other and the Contractor and Subcontractors for loss or damage to the extent covered by property insurance, except such rights as they may have to the proceeds of such insurance. The Owner and the Architect/Engineer shall require similar waivers from all of their consultants retained for the Project.

**ARTICLE 8**

**TERMINATION**

**8.1 TERMINATION BY EITHER PARTY** Either party may terminate this Agreement upon seven (7) days' written notice if the other party materially breaches its terms through no fault of the initiating party.

**8.2 TERMINATION BY OWNER FOR CONVENIENCE** Upon seven (7) days' written notice, the Owner may, without cause, terminate this Agreement with the Architect/Engineer. If this Agreement is terminated pursuant to this Paragraph, the Architect/Engineer may recover from the Owner payment for all Services performed in accordance with this Agreement, all costs from the termination, plus a premium as set forth below:  
(Insert here the amount agreed to by the Parties)

**ARTICLE 9**

**DISPUTE RESOLUTION**

**9.1 INITIAL DISPUTE RESOLUTION** If a dispute arises out of or relates to this Agreement or its breach, the parties shall endeavor to settle the dispute first through direct discussions between the parties' representatives who shall have authority to settle the dispute. If the parties' representatives are not able to promptly settle the dispute, the senior executives, who shall have authority to settle the dispute, shall meet within twenty-one (21) days of when the dispute first arises. If the dispute is not settled within seven (7) days from the referral of the dispute to the senior executives, the parties shall submit the dispute to mediation in accordance with Paragraph 9.2.

**9.2 MEDIATION** If the dispute cannot be settled pursuant to Paragraph 9.1, the parties shall endeavor to settle the dispute by mediation under the current Construction Industry Mediation Rules of the American Arbitration Association before recourse to any other the dispute resolution procedures. The location of the mediation shall be the location of the Project. Once a party files a request for mediation with the other party and with the American Arbitration Association, the parties agree to conclude such mediation within sixty (60) days of filing the request. Either party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the party's representative to the other party's representative and the mediator.

**9.3 DISPUTE RESOLUTION MENU** If the dispute cannot be settled by mediation within sixty (60) days, the parties shall submit the dispute to any dispute resolution procedures selected in Exhibit E.

**9.4 CONTINUANCE OF SERVICES AND PAYMENT** Unless otherwise agreed in writing, the Architect/Engineer shall continue to perform its Services during any dispute resolution proceeding. If the Architect/Engineer continues to perform, the Owner shall continue to make payments in accordance with this Agreement for amounts not in dispute.

**9.5 MULTIPARTY PROCEEDINGS** The Owner and Architect/Engineer agree that all parties necessary to resolve a claim shall be parties to the same dispute resolution proceeding. Appropriate provisions shall be included in all other contracts relating to the Project to provide for the consolidation of such dispute resolution procedures.

**9.6 COST OF DISPUTE RESOLUTION** The prevailing party in any dispute arising out of or relating to this Agreement or its breach that is resolved by a binding dispute resolution procedure selected in Exhibit E shall be entitled to recover from the other party reasonable attorney's fees and other costs and expenses incurred by the prevailing party in connection with such dispute resolution process.

**9.7 LIEN RIGHTS** Nothing in this Article 9 shall limit any rights or remedies not expressly waived by the Architect/Engineer that the Architect/Engineer may have under lien laws.

## ARTICLE 10

### MISCELLANEOUS PROVISIONS

**10.1 OWNERSHIP OF DOCUMENTS** Upon the making of final payment to the Architect/Engineer, the Owner shall receive ownership of the property rights, except for copyrights, of all documents, drawings, specifications, electronic data and information (hereinafter "Documents") prepared,

provided or procured by the Architect/Engineer or by consultants retained by the Architect/Engineer and distributed to the Owner for this Project.

**10.1.1** If this Agreement is terminated pursuant to Paragraph 8.1, the Owner shall receive ownership of the property rights, except for copyrights, of the Documents upon payment for all Services performed in accordance with this Agreement, at which time, the Owner shall have the right to use, to reproduce, and to make derivative works of the Documents to complete the Project.

**10.1.2** If this Agreement is terminated pursuant to Paragraph 8.2, the Owner shall receive ownership of the property rights, except for copyrights, of the Documents, upon payment of all sums provided in Paragraph 8.2, at which time, the Owner shall have the right to use, to reproduce and to make derivative works from the Documents to complete the Project.

**10.1.3** The Owner may use, reproduce or make derivative works from the Documents for subsequent renovation and remodeling of the Project, but shall not use, reproduce or make derivative works from the Documents for other projects without the prior written authorization of the Architect/Engineer, who shall not unreasonably withhold consent. The Owner's use of the Documents without the Architect/Engineer's involvement or on other projects is at the Owner's sole risk, except for the Architect/Engineer's indemnification obligations pursuant to Paragraph 3.9, and the Owner shall defend, indemnify and hold harmless the Architect/Engineer and its consultants, and the agents, officers, directors and employees of each of them, from and against any and all claims, damages, losses, costs and expenses arising out of or resulting from such use.

**10.1.4** Similarly, the Architect/Engineer shall obtain from its consultants property rights and rights of use that correspond to the rights given by the Architect/Engineer to the Owner in this Agreement.

**10.2 ASSIGNMENT** Neither the Owner nor the Architect/Engineer shall assign their interest in this Agreement without the written consent of the other except as to the assignment of proceeds.

**10.3 GOVERNING LAW** This Agreement shall be governed by the law in effect at the location of the Project.

**10.4 SEVERABILITY** The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision.

**10.5 NO WAIVER OF PERFORMANCE** The failure of either party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of

this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right with respect to further performance.

**10.6 TITLES** The title given to the Articles of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

**10.7 JOINT DRAFTING** The parties to this Agreement expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

**10.8 RIGHTS AND REMEDIES** The parties' rights, liabilities, responsibilities and remedies with respect to this Agreement, whether in contract, tort, negligence or otherwise, shall be exclusively those expressly set forth in this Agreement.

**10.9 OTHER PROVISIONS:**

(Insert here other provisions, if any, that pertain to this Agreement) ◆

**ARTICLE 11**  
**SCHEDULE OF EXHIBITS**

The attached Exhibits are part of this Agreement:

- EXHIBIT A: Owner's Program and other relevant data defining the Project as set forth in Article 2,  
dated \_\_\_\_\_ page(s) ◆  
and information as set forth in  
Subparagraph 4.1.1, dated \_\_\_\_\_ page(s) ◆
- EXHIBIT B: Direct Personnel Expense Rates, dated \_\_\_\_\_ page(s) ◆
- EXHIBIT C: Key Project Personnel, dated \_\_\_\_\_ page(s) ◆
- EXHIBIT D: Reimbursable Expenses, dated \_\_\_\_\_ page(s) ◆
- EXHIBIT E: Dispute Resolution Menu, one page.
- EXHIBIT F: Schedule of Worksite visits (if required), dated \_\_\_\_\_ page(s) ◆

This Agreement is entered into as of the date entered in Article 1.

ATTEST: \_\_\_\_\_ ◆

OWNER: \_\_\_\_\_ ◆

BY: \_\_\_\_\_ ◆

PRINT NAME: \_\_\_\_\_ ◆

PRINT TITLE: \_\_\_\_\_ ◆

ATTEST: \_\_\_\_\_ ◆

ARCHITECT/ENGINEER: \_\_\_\_\_ ◆

BY: \_\_\_\_\_ ◆

PRINT NAME: \_\_\_\_\_ ◆

PRINT TITLE: \_\_\_\_\_ ◆

## EXHIBIT D



## 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** 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

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

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.~~

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

**Example C:**

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.

G. Alternative Programs/Self-Insurance. Under certain 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 E

## SCHEDULE OF PERFORMANCE

Each phase of performance of work to be conducted hereunder shall commence only upon City's issuance of a Notice to Proceed approved by the City Council.

Phase 1: Schematic Design Phase. Cost not to exceed \$49,318.00, plus initial allowance for reimbursable items not to exceed \$2,500.00.

Phase 2: Design Development and Construction Documents Phase. Upon receipt of Notice to Proceed – Cost not to exceed \$180,832.

Phase 3: Agency Permitting. Upon receipt of Notice to Proceed – Cost not to exceed \$16,439.00

Phase 4: Construction Administration. Upon receipt of Notice to Proceed – Cost not to exceed \$82,197.00.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES  
AND COMMUNITY SERVICES

DATE: DECEMBER 6, 2011

SUBJECT: FIRST READING OF CITY COUNCIL ORDINANCE AMENDING CHAPTER 1.12  
OF THE PLACENTIA MUNICIPAL CODE RELATING TO USE OF THE CITY SEAL,  
EMBLEMS AND LOGOS

FINANCIAL

IMPACT: NONE

### **SUMMARY:**

In 1971, the City Council enacted Chapter 1.12 of the Placentia Municipal Code ("PMC") that adopted the official City seal. However, the PMC did not provide for any penalties for unauthorized use of the seal or mention other official City emblems or insignia. The City Attorney has drafted language that would assist with enforcement of the unauthorized use of the City seal, emblems and/or logos. The revisions to the ordinance also provide for the limited authorization of use. This action will introduce the ordinance for first reading.

### **RECOMMENDATION:**

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

1. Waive full reading, read by title only, and introduce for first reading, Ordinance O-2011-\_\_\_, An Ordinance of the City Council of the City of Placentia, California, Amending Chapter 1.12 of the Placentia Municipal Code Relating to the use of the City seal, emblems and logos.

### **DISCUSSION:**

The improper use of the City seal would be detrimental to the reputation and goodwill of the City. Accordingly, the City may exercise its police powers to prohibit the unauthorized use of its seal or other official City insignia in order to protect the City from the negative consequences of the unauthorized use. The amendments to the ordinance provide stipulations for use of the city seal, emblems or logos upon approval from the City Administrator or his/her designee.

Attached as Exhibit "A" to the ordinance is the City seal and logo. The City seal is used upon official documents executed by the City or its duly authorized officials. The City logo has been designated to identify official City facilities, events and publications. Staff will bring forward for council consideration a policy that will establish the logos and/or emblems.

**4b**

**December 6, 2011**

Staff is recommending that the City Council introduce and conduct the first reading of the Ordinance amending the Placentia Municipal Code Section 1.12 by adding Sections 1.12.020, 1.12.030, 1.12.040, 1.12.050, 1.12.060 and 1.12.070 as they relate to the City Seal and other official City insignia.

**FISCAL IMPACT:**

There is no fiscal impact for implementing this Ordinance.

Prepared and Submitted by:

Reviewed and Approved:

  
\_\_\_\_\_  
Eddie De La Torre  
Management Analyst

  
\_\_\_\_\_  
Troy L. Butzlaff, ICMA-CM  
City Administrator

  
\_\_\_\_\_  
Stephen D. Pischel  
Director of Administrative Services  
and Community Services

Attachment: Ordinance No. 0-2011-  
Exhibit "A"

**ORDINANCE NO.0-2011-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 1.12 OF THE PLACENTIA MUNICIPAL CODE RELATING TO USE OF THE CITY SEAL, EMBLEMS AND LOGOS.**

City Attorney's Summary

This Ordinance establishes prohibitions pertaining to the unauthorized use of the City Seal and emblems and logos established by the City as well as providing for limited authorization thereof.

**A. Recitals.**

(i). The City Council heretofore adopted an official City Seal pursuant to the provisions of Ordinance No. 71-O-108 and the City has formally adopted various emblems and logos pertaining to City departments and City activities.

(ii). The City Council desires to establish rules for the authorized use of the City Seal and official emblems and logos utilized by City departments and for City activities.

(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. New Sections 1.12.020, 1.12.030, 1.12.040, 1.12.050, 1.12.060 and 1.12.070 hereby are added to Chapter 1.12 of the Placentia Municipal Code to read, in words and figures, as follows:

**"1.12.020. USE OF CITY SEAL, EMBLEMS AND LOGOS.**

"Except as otherwise expressly permitted by state or federal law, or in the course of official city business, it shall be unlawful for any person, firm, partnership or entity to use the city seal, or any emblem or logo approved for city use by the City Council, or which is otherwise created by or for the city in connection with or to identify any official city program or activity, by affixing or otherwise depicting the city seal, or any such official emblem, or logo, or replica thereof, on any document, thing, item, or material, or in or upon any internet website, without first having obtained written permission from the city to do so as provided in this section. Each day of any unauthorized use of the city seal, or official emblem or logo, shall constitute a separate offense.

**"1.12.030. Authorization by City Administrator.**

"The City Administrator or his or her designee ("Administrator") may authorize in writing the limited use of the city seal, or any official city emblem or logo, for a specific purpose by any person or entity ("applicant") when all of the following criteria are met:

"A. The use of the city seal, emblem, or logo, or any copy, facsimile or reproduction thereof, is for a city, local civic, local cultural, local charitable or other local non-profit, non-political purpose.

"B. The applicant shall agree, in writing, not to use the city seal, emblem, or logo for commercial or other purposes not otherwise allowed by this chapter.

"C. The applicant submits a complete application and pays a fee set by resolution of the city council for processing the application and administering this Chapter.

"D. A sample or image thereof satisfactory to the Administrator of any document, item, material, or website page upon which the city seal, emblem or logo is to be used shall be submitted, and objective

evidence of good quality and workmanship, or high production standards, as applicable, shall be presented establishing that use of the city seal, emblem, or logo, as requested, shall not:

"(1). Discredit or impair the integrity of the seal, emblem, or logo;

"(2). Cause discredit or ridicule to the city in any manner;

"(3). Place the city in a false light; or

"(4). Falsely imply that the applicant is an employee, officer, or agent of the city; or be used for any political purpose.

**"1.12.040. Inspection of Use of Seal, Emblem or Logo.**

"The city retains the right, at all reasonable times, to inspect any document, item, material, or website upon which the city seal, emblem, or logo is used in order to verify that the city seal, emblem, or logo is being used truly and correctly as represented by the applicant and in an unaltered form.

**"1.12.050. No Assignment Permitted.**

"Permission authorizing use the city seal, emblem, or logo shall not be assignable to any person, firm, partnership or corporation.

**"1.12.060. Conditions on Permitted Use.**

"The use of the city seal, emblem, or logo shall be subject to any reasonable conditions imposed by the Administrator to carry out the purposes of this chapter.

**"1.12.070. Failure to Comply with Provisions of Chapter.**

"If, after receipt of written permission, use of the seal, emblem or logo by the applicant fails to satisfy any of the criteria set forth herein, or failure to comply with any condition imposed thereon,

the Administrator shall serve written notice of such violation upon the applicant with a demand to cure or take appropriate affirmative action to cure the violation within ten (10) days of the date of notice. In the event the applicant fails to cure the violation to the satisfaction of the Administrator, the Administrator shall serve written notice personally, or by certified mail, to the applicant at the address on the application, that permission to use the city seal, emblem, or logo is terminated, and any further use shall be a violation of this chapter and a nuisance."

### Section 3. Penalty for Violation.

It shall be unlawful for any person, firm, partnership or corporation to violate any provision or to fail to comply with any of the requirements of this Ordinance hereby adopted. Any person, firm, partnership or corporation violating any provision of this Ordinance or failing to comply with any of its requirements shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not exceeding One Thousand Dollars (\$1,000.00), or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment. Each and every person, firm, partnership, or corporation shall be deemed guilty of a separate offense for each and every day or any portion thereof during which any violation of any of the provisions of this Ordinance is committed, continued or permitted by such person, firm, partnership or corporation, and shall be deemed punishable therefor as provided in this Ordinance.

Section 4. Environmental Review. The City Council finds that this ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to § 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and § 15060(c)(3) (the activity is not a project as defined in § 15378) of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

### Section 5. Civil Remedies Available.

The violation of any of the provisions of this Ordinance hereby adopted shall constitute a nuisance and may be abated by the City through civil process by means of restraining order,

preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 6. Severability.

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

SECTION 7. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

PASSED and ADOPTED this 6<sup>th</sup> day of December, 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

CITY ATTORNEY

Exhibit "A"

City Seal



City Logo





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES  
AND COMMUNITY SERVICES

DATE: DECEMBER 6, 2011

SUBJECT: ADOPTION OF CITY COUNCIL RESOLUTION APPROVING AND ADOPTING THE  
REVISED CITY OF PLACENTIA POLICY NO. 534 PERTAINING TO  
EMPLOYMENT ELIGIBILITY VERIFICATION

FINANCIAL

IMPACT: NONE

### **SUMMARY:**

City policy No. 534 requires all employees hired on or after July 1, 2011 to be verified eligible for employment through the E-Verify system. The policy also required all contractors and consultants that are awarded a contract in excess of \$50,000 with the City to provide certification of utilizing the E-Verify system. On October 9, 2011, the Governor approved AB 1236, otherwise known as the "Employment Acceleration Act 2011". The provisions of the law prohibits the state, or a city, county, city and county, or special district, from requiring an employer other than one of those government entities to use an electronic employment verification system except when required by federal law or as a condition of receiving federal funds. This action will amend Policy No. 534 and ensure the City is in compliance with AB 1236.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2011-\_\_\_, approving and adopting the revised City of Placentia Policy No. 534.

### **DISCUSSION:**

On March 15, 2011 the City Council requested staff to prepare a policy for City Council adoption to implement the E-Verify system. The E-Verify system is used in conjunction with the I-9 system for verification of employee's eligibility to work in the United States.

On May 3, 2011 the City Council adopted Policy No. 534 requiring the use of the E-Verify system for all employees hired after July 1, 2011. The policy also required all contractors and consultants that were awarded a contract in excess of \$50,000 with the City to provide certification of utilizing the E-Verify system.

On October 9, 2011, the Governor approved AB 1236, otherwise known as the "Employment Acceleration Act 2011". The provisions of this law prohibits the state, or a city, county, city and county, or special district, from requiring an employer other than one of those government entities

EMPLOYMENT ELIGIBILITY VERIFICATION

December 6, 2011

Page 2 of 2

to use an electronic employment verification system except when required by federal law or as a condition of receiving federal funds.

The attached resolution revises Policy No. 534 "Employment Eligibility Verification", pursuant to the provisions of California Labor Code § 2811 (enacted by AB 1236, Statutes of 2011), effective January 1, 2012. The City will still be able to require contractors/consultants to utilize the I-9/E-Verify system for their employees when required by federal law, or as a condition of receiving federal funds.

**FISCAL IMPACT:**

There is no fiscal impact with the amendment to the Policy No. 534.

Prepared and Submitted by:

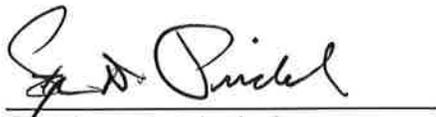
Reviewed and Approved:



Eddie De La Torre  
Management Analyst



Troy L. Butzlaff, ICMA-CM  
City Administrator



Stephen D. Pischel  
Director of Administrative Services  
and Community Services

Attachment: Resolution No. R-2011-XXX  
Revised Policy No. 534  
AB 1236

RESOLUTION NO. R-2011-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA APPROVING AND ADOPTING A REVISED POLICY AND PROCEDURE FOR EMPLOYMENT ELIGIBILITY VERIFICATION.

**A. Recitals.**

(i) The City of Placentia heretofore adopted policies and procedures for the guidance of elected and appointed officials, officers and employees of the City as well as to establish policies and procedures for the implementation of provisions of the Placentia Municipal Code.

(ii) The City Administrator has caused the Policy and Procedure Manual of the City of Placentia to be carefully reviewed and adopted to set forth practices and procedures for the effective governance of the City.

(iii) A full, true and correct copy of Policy No. 534 of the City of Placentia, dated December 6, 2011, is on file in the office of the City Clerk.

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

**B. Resolution.**

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

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

2. Policy No. 534 of the City of Placentia, dated December 6, 2011, on file in the office of the City Clerk, and by this reference incorporated as though fully set forth herein, hereby is adopted as the administrative employment eligibility verification policy and procedure in the Policy and Procedure Manual of the City of Placentia.

3. The administrative employment verification policy and procedure identified in Policy No. 534 shall be maintained on file in the Office of the City Clerk and each department of the City shall be provided a copy thereof.

4. Wherever in said Policy and Procedure Manual any policy or procedure is identified as a "City Council Policy," the same may only be amended or revised by resolution of the City Council, except where superseded by an ordinance.

5. Wherever in said Policy and Procedure Manual any policy or procedure is identified as a "City Administrator Policy," the same may be amended or revised by the City Administrator after notice is given to the Members of the City Council of any such revision or amendment, except where superseded by an ordinance or resolution of the City Council.

6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED AND ADOPTED this 6<sup>th</sup> day of December 2011.

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SCOTT W. NELSON, MAYOR

ATTEST:

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PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 6<sup>th</sup> day of December 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

**Employment Eligibility Verification**

**Employee employment eligibility verification**

In accordance with the Immigration Reform and Control Act of 1986 ("IRCA"), The City of Placentia is required to verify employment eligibility of employees. Employment eligibility shall be documented using the federal Employment Eligibility Verification ("I-9") form for each employee. The I-9 form lists documents needed to prove employment eligibility. The documents used by the employee to substantiate employment eligibility must be inspected for propriety and authenticity, and attested to such by the Director of Administrative Services or his/her designee. The IRCA does not apply to employees hired prior to November 7, 1986, who have been continuously on the City's payroll since that date.

The IRCA stipulates that the employment verification process be completed in person, and that verification be completed within three (3) working days of the beginning of employment. Penalties for non-compliance can be significant. The procedures described below enable the City of Placentia to comply with requirements of IRCA.

The Illegal Immigration Reform and Immigration Responsibility Act of 1996 ("IIRIRA") directed the US Attorney General to establish pilot programs to ensure the efficient and accurate verification of any new employee's eligibility for employment. The basic voluntary pilot program is known as "E-Verify."

Effective July 1, 2011 all new employees will not only complete the I-9 form, they must also be cleared by the United States Citizenship and Immigration Services ("USCIS") as being eligible to work in the United States. This requirement was enacted by the City Council on May 3, 2011. The program used by the USCIS is called the E-Verify Program. It is completed by a representative from the Personnel Division by inputting into a secure web site the information provided by the new employee from the completed I-9 form and their social security number. USCIS will respond with a confirmation for employment or a tentative non-confirmation.

The I-9/E-Verify programs can only be utilized for employees who have a formal offer of employment, not applicants.

**I-9/E-Verify Procedures**

All new employees including but not limited to permanent, part-time, seasonal and temporary, as of July 1, 2011, will be required to comply with the I-9/E-Verify system as mandated by the IRCA and IIRIRA.

The I-9/E-Verify programs consist of the following employment verification checks and must be completed sequentially within the first three days that a new employee reports to work.

Confirmation of employment eligibility via the web-based E-Verify program administered by USCIS will be given to the employee to provide to the departmental liaison. If the employee completes the I-9 form prior to the hire date, they will be given a form stating that they completed the I-9 form and that they will be entered into the E-Verify program on their hire date. If a non-confirmation is received staff will contact the employee to come to Personnel Division and sign the non-confirmation form and will be given a form to be taken to the Social Security Administration (“SSA”) or the form to contact the Department of Homeland Security (“DHS”).

If a new employee receives a final non-confirmation from SSA or DHS via the E-Verify program, staff will notify the new employee that he/she will be terminated from employment, from the City of Placentia, immediately.

I-9 files will be purged in accordance with the City’s retention policy.

New employees who do not complete the I-9/E-Verify Programs upon reporting to work at the City of Placentia will be subject to immediate dismissal.

**Contractor/Consultant employee employment eligibility verification**

Effective July 1, 2011 all agreements with an award of contract in excess of \$50,000, will be required to comply with the I-9/E-Verify system as mandated by the IRCA and IIRIRA. Contractor/Consultants will be required to provide certification of compliance as outlined in the language provided below.

Pursuant to the provisions of California Labor Code § 2811 (enacted by AB 1236, Statutes of 2011), effective January 1, 2012, compliance by contractors/consultants with I-9/E-Verify system shall be applicable only when required by federal law, or as a condition of receiving federal funds.

Language to be used for all contracts over \$50,000 when required by federal law or as a condition of receiving federal funds:

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

“E-Verify. If Consultant/Contractor 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 (15) 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 (3) days of hiring a new

employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll> . 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.

AB 1236            CHAPTERED  
                  BILL TEXT

CHAPTER    691  
FILED WITH SECRETARY OF STATE    OCTOBER 9, 2011  
APPROVED BY GOVERNOR    OCTOBER 9, 2011  
PASSED THE SENATE    SEPTEMBER 6, 2011  
PASSED THE ASSEMBLY    MAY 19, 2011  
AMENDED IN ASSEMBLY    MARCH 31, 2011

INTRODUCED BY    Assembly Member Fong

FEBRUARY 18, 2011

An act to add Article 2.5 (commencing with Section 2811) to Chapter 2 of Division 3 of the Labor Code, relating to employment.

LEGISLATIVE COUNSEL'S DIGEST

AB 1236, Fong. Employment: hiring practices: electronic employment verification.

The E-Verify Program of the United States Department of Homeland Security, in partnership with the United States Social Security Administration, enables participating employers to use the program, on a voluntary basis, to verify that the employees they hire are authorized to work in the United States.

The bill would prohibit the state, or a city, county, city and county, or special district, from requiring an employer other than one of those government entities to use an electronic employment verification system except when required by federal law or as a condition of receiving federal funds.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. The Legislature finds and declares all of the following:

(a) Federal law establishes an electronic employment verification system, originally known as the Basic Pilot Program (enacted by Section 404 of Public Law 104-208) and renamed in 2007 as the E-Verify Program, as an experimental and temporary system available to employers on a voluntary basis.

(b) A 2007 independent evaluation commissioned by the federal Department of Homeland Security found that the electronic

employment verification database was still not sufficiently up to date to meet requirements for accurate verification. This has led to employers being unable to hire employees in a timely manner and kept workers from earning wages.

(c) Mandatory use of an electronic employment verification program would increase the costs of doing business in a difficult economic climate. The United States Chamber of Commerce estimates that the net societal cost of all federal contractors using the E-Verify Program would amount to \$10 billion a year, federally.

(d) California businesses would face considerable odds in implementing such a program. Employers using the program report that staff must receive additional training that disrupts normal business operations. If E-Verify had been made mandatory for all employers in 2010, it would have cost businesses \$2.7 billion, \$2.6 billion of which would have been borne by the small businesses, which drive our economy.

(e) Employers report that the cost, technological demands, and staff time that an electronic employment verification system requires to use and implement come at a time when they are already struggling.

(f) California's unemployment rate has risen to 11 percent. The state must pursue all avenues in facilitating and incubating job development and economic growth.

(g) Therefore, it is the intent of the Legislature that the state maintain the intent of federal law by ensuring that private employers retain the ability to choose whether to participate in the electronic verification program.

SEC. 2. Article 2.5 (commencing with Section 2811) is added to Chapter 2 of Division 3 of the Labor Code, to read:

#### Article 2.5. Electronic Employment Verification Systems

2811. This article shall be known and may be cited as the Employment Acceleration Act of 2011.

2812. Except as required by federal law, or as a condition of receiving federal funds, neither the state nor a city, county, city and county, or special district shall require an employer to use an electronic employment verification system, including under the following circumstances:

(a) As a condition of receiving a government contract.

(b) As a condition of applying for or maintaining a business license.

(c) As a penalty for violating licensing or other similar laws.

2813. For purposes of this article, the following terms have the following meanings:

(a) "Electronic employment verification system" means an employment verification system that allows employers to electronically verify workers' employment authorization with the federal government. This includes the Basic Pilot Program, enacted by Section 404 of Public Law 104-208 and renamed in 2007 as the E-Verify Program, and other pilot programs for electronic employment eligibility confirmation. The term "electronic employment verification system" does not include the I-9 Employment Eligibility Verification form or any other employment eligibility systems that are required by federal law.

(b) "Employer" means an employer other than the state, or a city, county, city and county, or special district.