



## Regular Meeting Agenda August 21, 2012

Placentia City Council  
Placentia City Council as Successor to the  
Placentia Redevelopment Agency  
Placentia Industrial Commercial  
Development Authority

### *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.*

Jeremy B. Yamaguchi  
Mayor

Chad P. Wanke  
Mayor Pro Tem

Joseph V. Aguirre  
Council Member

Scott W. Nelson  
Council Member

Constance M. Underhill  
Council Member

Patrick J. Melia  
City Clerk

Craig S. Green  
City Treasurer

Troy L. Butzlaff, ICMA-CM  
City Administrator

Andrew V. Arczynski  
City Attorney

### *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.

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

**Phone: (714) 993-8117**

**Fax: (714) 961-0283**

**Email:**

**[administration@placentia.org](mailto:administration@placentia.org)**

**Website: [www.placentia.org](http://www.placentia.org)**

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA – EXECUTIVE SESSION  
August 21, 2012  
5:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**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 – Three (3) Items
  - a. City of Placentia vs. Woodruff, Spradlin & Smart, Orange County Superior Court Case No. 30-2010-00367949
  - b. City of Placentia vs. The Gas Company, Orange County Superior Court Case No. 30-2012-005-53717
  - c. City of Placentia vs. Richard Johnson, Orange County Superior Court Case No. 30-2011-04477901
2. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding Potential Litigation – One (1) Item
3. Pursuant to Government Code Section 54956.9(c) for Conference with Legal Counsel Regarding the Initiation of Litigation – One (1) Item
4. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator concerning Labor Negotiations with the Following Groups:
  - a. Placentia Police Officers Association (PPOA)  
City Representative: Troy L. Butzlaff, City Administrator
  - b. Placentia City Employees Association (PCEA)  
City Representative: Troy L. Butzlaff, City Administrator

5. Conference with Legal Counsel – Case Review/Planning – Government Code 54957.8:
  - a. 800 +/- Square Foot public right-of-way located at or about 312 W. Orangethorpe Ave and the north end of Nebraska Avenue Ray Baker, Lamar Outdoor Advertising

**SUCCESSOR AGENCY:** 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 CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING AGENDA  
August 21, 2012  
7:00 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

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

**INVOCATION:** Police Chaplain Kenneth Milhandler

**PLEDGE OF ALLEGIANCE:**

**1. Requests for Commendations and Proclamations**

- a. Proclamation Designating the Month of September 2012, as World Alzheimer's Month  
Recipients: Alzheimer's Association Orange County Chapter Representative  
Presenters: Mayor Yamaguchi

Recommended Action: It is recommended that the City Council:  
Approve requests as submitted and make presentations to those present.

**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. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

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

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

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

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

**COUNCIL/SUCCESSOR 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/Successor/ICDA Special Meeting – July 30, 2012**  
**City Council/Successor/ICDA Special Meeting – August 1, 2012**  
Recommended Action: Approve
- c. **City Fiscal Year 2011-12 Warrant Register for August 8, 2012 through August 21, 2012**  
Financial Impact: \$247,078.83  
Recommended Action: Approve
- d. **Successor Agency Fiscal Year 2011-12 Warrant Register for August 8, 2012 through August 21, 2012**  
Financial Impact: \$8,591.01  
Recommended Action: Approve
- e. **City Fiscal Year 2012-13 Warrant Register for August 8, 2012 through August 21, 2012**  
Financial Impact: \$561,090.07  
Recommended Action: Approve

**COUNCIL CONSENT CALENDAR:**

- f. **Recommendation to Approve Award of Contract for Traffic Signal Maintenance Services**  
Financial Impact: Expense: Not to exceed \$164,620  
Budgeted: (Account No.: 103652-6099)  
Recommended Action:
  - 1) Award an agreement, in a form approved by the City Attorney, to Republic ITS, Inc., for traffic signal maintenance services
  - 2) Authorize the City Administrator to sign the required documents in a form approved by the City Attorney
- g. **Acceptance of Construction Work for the Citywide Traffic Signal Battery Back-Up Project**  
Financial Impact: Expense: \$73,365  
Offsetting Revenue: \$73,365 Gas Tax Bond  
Budgeted: \$73,365 (Account No.: 333552-6185 J/L 61089 Construction Capital Projects)  
Recommended Action:
  - 1) Accept contract work performed by Pelagic Engineering, for construction of the Citywide Traffic Signal Battery Back-up Project in the total amount of \$73,365
  - 2) Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project
  - 3) Authorize the City Engineer to release retention funds in accordance with the terms of the contract

h. **A Resolution in Support of the Transfer of Ontario International Airport (ONT) to Local Control**

Financial Impact: None

Recommended Action:

- 1) Adopt Resolution No. R-2012-50, A Resolution of the City Council of the City of Placentia, California, in support of the transfer of Ontario International Airport (ONT) to local control

i. **Opposition Letter Regarding AB 2451 (Perez) Workers Compensation**

Financial Impact: None

Recommended Action:

- 1) Authorize the Mayor to sign a letter in opposition to AB 2451 (Perez) workers compensation

j. **Approve Award of Construction Contract to Micon Construction Inc. for the Neighborhood Park Facility and Accessibility Improvement Project**

Financial Impact: Expense: \$233,304.99 Construction

Offsetting Revenue: \$233,304.99 CDBG & Park Development Funds

Budgeted: \$240,500.00 (Account No.: 333555-6185 J/L 6109440133-6185)

Recommended Action:

- 1) Approve plans and specifications prepared by Richard Fisher Associates dated July 16, 2012 for the Neighborhood Park Facility and Accessibility Improvement Project
- 2) Award the construction contract to the lowest responsive and responsible bidder, Micon Construction Inc., for an amount not to exceed \$21,209.55 and authorize the appropriation of a 10% construction contingency fund of \$21,209.55
- 3) Reject all other bids
- 4) Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an amount not to exceed 10% of the project construction cost

k. **Opposition Letter Regarding AB 542 (Allen) Land Use, Housing Element, and Regional Housing Needs**

Financial Impact: None

Recommended Action:

- 1) Authorize the Mayor to sign a letter in opposition to AB 542 (Allen) land use: housing element: regional housing needs

**SUCCESSOR AGENCY CONSENT CALENDAR:** None

**ICDA CONSENT CALENDAR:** None

**2. PUBLIC HEARINGS:**

**COUNCIL/SUCCESSOR AGENCY/ICDA:** None

**COUNCIL:**

a. **Fiscal Year 2012-13 Supplemental Law Enforcement Services Fund (SLESF Grant) – Approval of Future Expenditure Plan**

Financial Impact: Expense: \$100,000

Offsetting Revenue: \$100,000

Budgeted: \$ 0.00 (Account No.: 220000-4205)

Unbudgeted: \$100,000

Recommended Action:

- 1) Open the public hearing, receive public testimony, and close public hearing
- 2) Adopt Resolution No. R-2012-51, A Resolution approving the recommended Expenditure Plan for the Supplemental Law Enforcement Services Fund

**SUCCESSOR AGENCY:** None

**ICDA:** None

**3. OLD BUSINESS:**

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

**COUNCIL OLD BUSINESS:** None

**SUCCESSOR AGENCY OLD BUSINESS:** None

**ICDA OLD BUSINESS:** None

**4. NEW BUSINESS:**

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

**COUNCIL NEW BUSINESS:**

a. **Ratify Agreements between Tri-City Park Authority Member Agencies and the County of Orange for Property Transfer**

Financial Impact: Anticipated Annual General Fund Savings of \$150,000 to City of Placentia

Recommended Action:

- 1) Ratify the Conveyance and Implementation Agreement between the Tri-City Park Authority and the County of Orange
- 2) Ratify the Cooperative Agreement Regarding Tri-City Park between the Tri-City Park Authority and the County of Orange

b. **Fiscal Year 2012-13 Budget Update and Fiscal Projections**

**SUCCESSOR 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/Successor Agency/ICDA Agency Board of Directors will adjourn to September 4, 2012 at 5:00 p.m.

*In  
Memory  
of  
Russell Lee Connell  
Father of Police Officer Joe Connell*

**CERTIFICATION OF POSTING**

I, Tania Moreno, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the August 21, 2012 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on August 16, 2012.

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Tania Moreno, Deputy City Clerk

**PRESENTATION – PROCLAMATION DESIGNATING SEPTEMBER WORLD  
ALZHEIMER’S MONTH  
CITY COUNCIL MEETING AUGUST 21, 2012**

Alzheimer’s disease a progressive neurodegenerative brain disorder tragically robs individuals of their memories and leads to progressive mental and physical impairments. An estimated 5.4 million Americans have this disease. It is the sixth leading cause of death in California.

Mayor Yamaguchi to present a proclamation recognizing September as Alzheimer’s Month to Alzheimer’s Association Representative.

**Presenter:** Mayor Yamaguchi

**Recipient:** Alzheimer’s Association Representative

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES**

**July 30, 2012**

**6:00 p.m. – Administrative Conference Room  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Yamaguchi called the meeting to order at 6:05 p.m.

**ROLL CALL:**

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

**ORAL COMMUNICATIONS:** None

**I. Interviews for the Cultural Arts Commission, Economic Development Committee, Financial Audit Oversight Committee, Heritage Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee (materials available in City Clerk's Office)**

Council/Agency Members interviewed the following candidates: Maria Gibbs, Roya Salamat, Vincent Padilla, Victoria Mouroulis, James Chough-Jo, Lori Jacklin, Robert McKinell, Nadine Poth, Thomas Solomonson, Sharon Jackson, Foster Ruppert, Dana Hill and Floyd Farano.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:** None

**ADJOURNMENT:** The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to the next Regular meeting on August 1, 2012.

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JEREMY B. YAMAGUCHI  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**PLACENTIA CITY COUNCIL  
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE  
PLACENTIA REDEVELOPMENT AGENCY  
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY  
REGULAR MEETING MINUTES – EXECUTIVE SESSION  
August 1, 2012  
5:30 p.m. – Administrative Conference Room  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:** Mayor/Board Chair Yamaguchi called the meeting to order at 5:43 p.m.

**ROLL CALL:**

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

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL:**

1. Pursuant to Government Code Section 54956.9(a) for Conference with Legal Counsel Regarding Existing Litigation – One (1) Item
  - a. City of Placentia vs. Woodruff, Spradlin & Smart, Orange County Superior Court Case No. 30-2010-00367949
2. Pursuant to Government Code Section 54957.6 Conference with City Labor Negotiator concerning Labor Negotiations with the Following Groups:
  - a. Placentia Police Officers Association (PPOA)  
City Representative: Troy L. Butzlaff, City Administrator
  - b. Placentia City Employees Association (PCEA)  
City Representative: Troy L. Butzlaff, City Administrator

**SUCCESSOR AGENCY:** None

**ICDA:** None

**RECESS:** The City Council and Boards of Directors recessed to the Regular Meeting at 6:00 p.m.

**CALL TO ORDER:**

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

**STAFF PRESENT:** City Administrator/Executive Director, Troy L. Butzlaff; City Attorney/Authority Counsel, Andrew V. Arczynski; Director of Administrative and Community Services, Steve Pischel; Deputy City Clerk, Tania Moreno

City Council will adjourn the Regular Meeting to Executive Session at the conclusion of the interviews.

**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 stated there was no reportable action from Executive Session this evening.

**ORAL COMMUNICATIONS:** None

**I. Interviews for the Cultural Arts Commission, Economic Development Committee, Financial Audit Oversight Committee, Heritage Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Traffic Safety Commission, and Veterans Advisory Committee (materials available in City Clerk’s Office)**

Council/Agency Members interviewed the following candidates: Rosalina Davis, Janet Levy, David Mooberry, Dwayne DeRose, Robert Gorman, Gerry Carnevali, Kinya Roger Minami, Michael Dolan, Ira Newman, Martin Chavez and Melanie Coward.

City Council did not adjourn the Regular meeting to Executive Session as announced at the beginning of the meeting.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:** None

**ADJOURNMENT:** The City Council/Successor Agency/ICDA Agency Board of Directors adjourned to the next Regular meeting on August 7, 2012.

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JEREMY B. YAMAGUCHI  
MAYOR/AGENCY CHAIR

ATTEST:

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PATRICK J. MELIA, CITY CLERK/AGENCY  
SECRETARY

**City of Placentia  
Warrant Register  
For 08/21/2012**

FY 11/12

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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**Grand Total: 247,078.83**

<u>Warrant Totals by ID</u>	
AP	247,078.83
EP	0.00
IP	0.00
OP	0.00

<u>Warrant Totals by Fund</u>	
101-General Fund	118,570.91
225-Asset Seizure	16.00
265-Landscape Maintenance	18,243.21
280-Misc Grants Fund	730.00
401-City Capital Projects	45,929.78
501-Refuse Administration	15,028.14
605-Risk Management	9,417.85
615-Information Technology	8,867.31
620-Citywide Services	29,775.63
701-Special Deposits	500.00

Void Total: 0.00  
Warrant Total: 247,078.83

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

Warrant Total: 247,078.83

**1c  
August 21, 2012**

**City of Placentia**  
**Warrant Register**  
**For 08/15/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAN, SANTANA V008508	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0808A	150.00	81555		00077466	08/08/2012
			<b>Vendor Total:</b>		<b>150.00</b>				
MW OH	ADMINSURE V004980	JUNE WORKERS COMP ADMIN	404580-6025 Third Party Administration	TK0808A	3,119.20	5957	P06772	00077467	08/08/2012
MW IP	ADMINSURE V004980	FEB WORKERS COMP ADMIN	404580-6025 Third Party Administration	ITK0815A	3,119.20	5773	P07409	00077592	08/15/2012
			<b>Vendor Total:</b>		<b>6,238.40</b>				
MW IP	ALBERT GROVER & ASSOCI V007111	APRIL-JUNE UPGRADING TRAFFIC	333552-6185 / 6800140141-6185 Construction Services	ITK0815A	43,875.33	12185-IN	P06806	00077593	08/15/2012
			<b>Vendor Total:</b>		<b>43,875.33</b>				
MW OH	ANDERSON, STEPHANIE V008416	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	50.00	81558		00077468	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	ATHENS SERVICES V006622	JUNE STREET SWEEPING	374387-6099 Other Professional Services	ITK0815A	14,719.25	3899190612	P05873	00077594	08/15/2012
			<b>Vendor Total:</b>		<b>14,719.25</b>				
MW OH	AUDIO VIDEO SERVICES V000056	REPAIR RED CHANNEL SPEAKER	103043-6137 / 50072-6137 Repair Maint/Equipment	TK0808A	175.00	8971	P07284	00077469	08/08/2012
			<b>Vendor Total:</b>		<b>175.00</b>				
MW IP	B & M LAWN & GARDEN V000127	EQUIPMENT REPAIRS	0043-1505 Auto Supply Inventory	ITK0815A	290.21	622675	P05427	00077595	08/15/2012
MW IP	B & M LAWN & GARDEN V000127	EQUIPMENT REPAIRS	0043-1505 Auto Supply Inventory	ITK0815A	117.82	622676	P05427	00077595	08/15/2012
MW IP	B & M LAWN & GARDEN V000127	EQUIPMENT REPAIRS	0043-1505 Auto Supply Inventory	ITK0815A	81.99	622677	P05427	00077595	08/15/2012
MW IP	B & M LAWN & GARDEN V000127	EQUIPMENT REPAIRS	0043-1505 Auto Supply Inventory	ITK0815A	150.90	622678	P05427	00077595	08/15/2012
MW IP	B & M LAWN & GARDEN V000127	EQUIPMENT REPAIRS	0043-1505 Auto Supply Inventory	ITK0815A	94.81	622679	P05427	00077595	08/15/2012

**City of Placentia  
Warrant Register  
For 08/15/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	B & M LAWN & GARDEN CE EQUIPMENT REPAIRS V000127		0043-1505 Auto Supply Inventory	ITK0815A	125.75	622680	P05427	00077595	08/15/2012
MW IP	B & M LAWN & GARDEN CE EQUIPMENT REPAIRS V000127		0043-1505 Auto Supply Inventory	ITK0815A	16.89	622681	P05427	00077595	08/15/2012
MW IP	B & M LAWN & GARDEN CE EQUIPMENT REPAIRS V000127		0043-1505 Auto Supply Inventory	ITK0815A	82.77	622682	P05427	00077595	08/15/2012
			<b>Vendor Total:</b>		<b>961.14</b>				
MW IP	BCSRA V007687	REFEREE FORFEIT/ASSIGNING FEI	104071-6275 / 79105-6275 Officiating	ITK0815A	400.00	6512	P07021	00077596	08/15/2012
MW IP	BERGERON, RICH V003950	6/26/12 OFFICIATING CHARGES	104071-6275 / 79364-6275 Officiating	ITK0815A	25.00	62612	P07411	00077597	08/15/2012
			<b>Vendor Total:</b>		<b>400.00</b>				
MW OH	BOYD, RAMONA V007771	SWIM CLASS REFUND	100000-4340 / 79150-4340 Recreation Programs	TK0808A	50.00	81550		00077470	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	BRITO, RAMONA V008531	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0808A	22.00	81540		00077471	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	BURKE WILLIAMS & SOREN JUNE LEGAL SERVICES V006247		101005-6005 Legal Services	ITK0815A	21,056.94	158309	P07413	00077598	08/15/2012
			<b>Vendor Total:</b>		<b>22.00</b>				
MW IP	CALRECYCLE V008547	OPP1-10-0187-OPP FUNDS	100000-4205 State Grants	ITK0815A	14,499.00	OOP1-10-0187	P07430	00077599	08/15/2012
			<b>Vendor Total:</b>		<b>21,056.94</b>				
MW IP	CBE V008124	COPIER STAPLE CARTRIDGE	431010-6305 Traffic Control Devices	ITK0815A	127.15	IN1443159	P07432	00077600	08/15/2012
			<b>Vendor Total:</b>		<b>14,499.00</b>				
MW IP	CESARIO, ANGELA	SWIMMING POOL BOND RELEASE	0044-2045	ITK0815A	500.00	080912	P07419	00077601	08/15/2012
			<b>Vendor Total:</b>		<b>127.15</b>				

**City of Placentia  
Warrant Register  
For 08/15/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008517		Construction Deposits(Swim)						
MW IP	CESARIO, ANGELA V008517	SWIMMING POOL PERMIT REFUND	100000-4168 Swimming Pool Permits	ITK0815A	379.20	080912	P07419	00077601	08/15/2012
			<b>Vendor Total:</b>		<b>879.20</b>				
MW IP	CITY OF CLAREMONT V006053	MAY GSW PROTEST CHARGES	101005-6005 Legal Services	ITK0815A	4,128.62	36277	P07414	00077602	08/15/2012
			<b>Vendor Total:</b>		<b>4,128.62</b>				
MW IP	CLEAN CITY V007411	JUNE GRAFFITI REMOVAL	103652-6290 Dept. Contract Services	ITK0815A	10,470.00	P118	P07371	00077603	08/15/2012
			<b>Vendor Total:</b>		<b>10,470.00</b>				
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103041-6182 Lien Services	TK0808A	12.50	279B	P05559	00077472	08/08/2012
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103041-6182 Lien Services	TK0808A	162.50	279C	P05559	00077472	08/08/2012
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103041-6182 Lien Services	TK0808A	12.50	280	P05559	00077472	08/08/2012
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103041-6182 Lien Services	TK0808A	37.50	284B	P05559	00077472	08/08/2012
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103041-6182 Lien Services	TK0808A	162.50	284C	P05559	00077472	08/08/2012
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103041-6182 Lien Services	TK0808A	22.50	6179	P05559	00077472	08/08/2012
			<b>Vendor Total:</b>		<b>410.00</b>				
MW IP	COMMERCIAL AQUATIC SE V005203	JUNE GOMEZ CHEMICAL DELIVER	433654-6290 Dept. Contract Services	ITK0815A	460.24	50333	P06791	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE V005203	JUNE GOMEZ CHEMICAL DELIVER	433654-6290 Dept. Contract Services	ITK0815A	811.87	50334	P06791	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE V005203	JUNE GOMEZ CHEMICAL DELIVER	433654-6290 Dept. Contract Services	ITK0815A	166.99	50453	P06791	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE V005203	JUNE GOMEZ CHEMICAL DELIVER	433654-6290 Dept. Contract Services	ITK0815A	600.00	50438	P06794	00077604	08/15/2012

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	V005203		Repair & Maint/Facilities						
MW IP	COMMERCIAL AQUATIC SE JAN WHITTEN POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	300.00	49326	P07435	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE FEB WHITTEN POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	300.00	49352	P07435	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE MARCH WHITTEN POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	300.00	49799	P07435	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE APRIL WHITTEN POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	300.00	49980	P07435	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE MAY WHITTEN POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	300.00	50194	P07435	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE PUMP REBUILD V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	454.32	50280	P07435	00077604	08/15/2012
MW IP	COMMERCIAL AQUATIC SE JUNE GOMEZ POOL MAINT V005203		433654-6130 Repair & Maint/Facilities	ITK0815A	600.00	50439	P07435	00077604	08/15/2012
			<b>Vendor Total:</b>		<b>4,593.42</b>				
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0808A	372.09	3859-2600	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0808A	372.09	3859-2601	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0808A	48.50	3859-2602	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	AR/City of Fullerton	0010-1224	TK0808A	48.50	3859-2602	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0808A	202.33	3859-2603	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	AR/City of Fullerton	0010-1224	TK0808A	87.00	3859-2604	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	Other Professional Services	103652-6099	TK0808A	87.00	3859-2604	P06924	00077473	08/08/2012
MW OH	COMPUTER SERVICES COM JUNE EXTRAORDINARY SIGNAL N V000258	AR/City of Fullerton	0010-1224	TK0808A	72.75	3859-2605	P06924	00077473	08/08/2012

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	V000258		AR/City of Fullerton						
MW OH	COMPUTER SERVICES COM	JUNE EXTRAORDINARY SIGNAL	N 103652-6099	TK0808A	72.75	3859-2605	P06924	00077473	08/08/2012
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM	JUNE EXTRAORDINARY SIGNAL	N 103652-6099	TK0808A	158.96	3859-2606	P06924	00077473	08/08/2012
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM	JUNE EXTRAORDINARY SIGNAL	N 103652-6099	TK0808A	110.46	3859-2608	P06924	00077473	08/08/2012
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM	JUNE EXTRAORDINARY SIGNAL	N 103652-6099	TK0808A	43.50	3859-2609	P06924	00077473	08/08/2012
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM	JUNE EXTRAORDINARY SIGNAL	N 103652-6099	TK0808A	219.33	3859-2610	P06924	00077473	08/08/2012
	V000258		Other Professional Services						
MW OH	COMPUTER SERVICES COM	JUNE EXTRAORDINARY SIGNAL	N 103652-6099	TK0808A	266.00	3859-2612	P06924	00077473	08/08/2012
	V000258		Other Professional Services						
				<b>Vendor Total:</b>	<b>2,161.26</b>				
MW OH	COOK, CHRIS	CLASS REFUND	100000-4340 / 79148-4340	TK0808A	40.13	81647		00077474	08/08/2012
	V008515		Recreation Programs						
				<b>Vendor Total:</b>	<b>40.13</b>				
MW IP	COUNTY OF ORANGE TREA	4TH QUARTER 800 MHZ CHARGES	103043-6137	ITK0815A	4,728.10	SC06444	P07370	00077605	08/15/2012
	V000715		Repair Maint/Equipment						
				<b>Vendor Total:</b>	<b>4,728.10</b>				
MW IP	DATA TICKET INC.	MAY CITATION PROCESSING	102533-6290	ITK0815A	285.00	41398	P05957	00077606	08/15/2012
	V006119		Dept. Contract Services						
MW IP	DATA TICKET INC.	JUNE CITATION PROCESSING	102533-6290	ITK0815A	528.00	41837	P05957	00077606	08/15/2012
	V006119		Dept. Contract Services						
				<b>Vendor Total:</b>	<b>813.00</b>				
MW OH	DEIMER, KARA	SWIM CLASS REFUND	100000-4340 / 79510-4340	TK0808A	35.00	81815		00077475	08/08/2012
	V008520		Recreation Programs						
				<b>Vendor Total:</b>	<b>35.00</b>				
MW OH	DULANEY, SANDY	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060	TK0808A	202.15	SUMMER 12	P07275	00077476	08/08/2012
	V008467		Instructional Services						

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MW OH	FAGAN, SHARON V003764	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	100.00	81818		00077477	08/08/2012
			<b>Vendor Total:</b>		<b>202.15</b>				
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0815A	348.73	176949	P06952	00077607	08/15/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	FAIRWAY FORD V000376	VEHICLE PARTS	433658-6134 Vehicle Repair & Maintenance	ITK0815A	81.80	177252	P06952	00077607	08/15/2012
			<b>Vendor Total:</b>		<b>33.33</b>	<b>177253</b>			
MW IP	FERGUSON PRAET & SHERA V000396	JUNE LEGAL SERVICES-FLORES Litigation	404582-6006 / 10032-6006	ITK0815A	1,351.50	16305	P07415	00077608	08/15/2012
MW IP	FERGUSON PRAET & SHERA V000396	JUNE LEGAL SERVICES-VOHRA Litigation	404582-6006 / 10031-6006	ITK0815A	1,827.95	16306	P07416	00077608	08/15/2012
			<b>Vendor Total:</b>		<b>3,179.45</b>				
MW IP	FIS V008518	BUSINESS LICENSE INTERCHANG Third Party Administration	102021-6025	ITK0815A	79.36	34171904	P07418	00077609	08/15/2012
			<b>Vendor Total:</b>		<b>79.36</b>				
MW OH	GARCIA, OSCAR V008521	DEPOSIT REFUND-AGUIRRE	100000-4385 / 79160-4385 Facility Rental	TK0808A	100.00	81812		00077478	08/08/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	GE CAPITAL V008085	JUNE COPIER LEASE-REC	374386-6175 Office Equipment Rental	ITK0815A	144.69	57362971	P06340	00077610	08/15/2012
MW IP	GE CAPITAL V008085	JUNE COPIER LEASE-REC	431010-6175 Office Equipment Rental	ITK0815A	144.69	57362971	P06340	00077610	08/15/2012
MW IP	GE CAPITAL V008085	JUNE COPIER LEASE-ADMIN	431010-6175 Office Equipment Rental	ITK0815A	164.20	57362972	P06341	00077610	08/15/2012
MW IP	GE CAPITAL V008085	JUNE COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	ITK0815A	164.20	57362972	P06341	00077610	08/15/2012

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				<b>Vendor Total:</b>	<b>617.78</b>				
MW OH	GLOBAL CABLING SYSTEM V007819	2 CAT5E & TESTING AT YARD-CH/	333523-6840 / 30016-6840 Machinery & Equipment	TK0808A	504.54	3137	P06774	00077479	08/08/2012
MW IP	GLOBAL CABLING SYSTEM V007819	VESTAS CUTOVER	333523-6840 / 30016-6840 Machinery & Equipment	ITK0815A	550.78	3138	P07433	00077611	08/15/2012
MW IP	GLOBAL CABLING SYSTEM V007819	12 PAIRS INSTALLATION	333523-6840 / 30016-6840 Machinery & Equipment	ITK0815A	238.72	3139	P07433	00077611	08/15/2012
MW IP	GLOBAL CABLING SYSTEM V007819	PATCH CABLES/AUDIO LOGGER	333523-6840 / 30016-6840 Machinery & Equipment	ITK0815A	203.79	3140	P07433	00077611	08/15/2012
MW IP	GLOBAL CABLING SYSTEM V007819	CAT5E CABLE	333523-6840 / 30016-6840 Machinery & Equipment	ITK0815A	326.25	3142	P07433	00077611	08/15/2012
MW IP	GLOBAL CABLING SYSTEM V007819	CAT5E CABLE	333523-6840 / 30016-6840 Machinery & Equipment	ITK0815A	230.37	6143	P07433	00077611	08/15/2012
				<b>Vendor Total:</b>	<b>2,054.45</b>				
MW OH	GOLDEN STATE WATER CO V000928	MAY-JUNE WATER CHARGES	296561-6335 Water	TK0808A	4,815.02	072012		00077480	08/08/2012
MW OH	GOLDEN STATE WATER CO V000928	MAY-JUNE WATER CHARGES	431010-6335 Water	TK0808A	11,186.99	072012		00077480	08/08/2012
MW IP	GOLDEN STATE WATER CO V000928	MAY-JUNE WATER CHARGES	296561-6335 Water	ITK0815A	13,428.19	072312		00077612	08/15/2012
MW IP	GOLDEN STATE WATER CO V000928	MAY-JUNE WATER CHARGES	431010-6335 Water	ITK0815A	11,905.58	072312		00077612	08/15/2012
				<b>Vendor Total:</b>	<b>41,335.78</b>				
MW OH	GUTIERREZ, KATHLEEN V008524	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	100.00	81816		00077481	08/08/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW IP	HINDERLITER DE LLAMAS V000465	1ST QTR AUDIT SALES TAX SRVS	102021-6099 Other Professional Services	ITK0815A	1,143.45	0019739-IN-A	P07429	00077613	08/15/2012
MW IP	INTEGRATED COMPUTER T V000465	PHONE EQUIPMENT	422023-6301	ITK0815A	127.71	4490	P06965	00077614	08/15/2012

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	V007725		Special Department Supplies						
MW IP	INTEGRATED COMPUTER T V007725	PHONE EQUIPMENT	422023-6301	ITK0815A	48.10	4516	P06965	00077614	08/15/2012
			Special Department Supplies						
			<b>Vendor Total:</b>		<b>175.81</b>				
MW OH	LOLLEY, KENNETH V008511	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0808A	63.00	81562		00077482	08/08/2012
			<b>Vendor Total:</b>		<b>63.00</b>				
MW OH	LUNA, MAIRA V005167	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	TK0808A	100.00	81560		00077483	08/08/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	MARTINEZ, MARY V007124	DEPOSIT REFUND-KOCH	100000-4385 / 79172-4385 Facility Rental	TK0808A	100.00	81824		00077484	08/08/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW OH	MORTON, LINDSAY V008532	SWIM CLASS REFUND	100000-4340 / 79150-4340 Recreation Programs	TK0808A	35.00	81631		00077485	08/08/2012
			<b>Vendor Total:</b>		<b>35.00</b>				
MW OH	MURILLO, MARIA V008509	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0808A	150.00	81553		00077486	08/08/2012
			<b>Vendor Total:</b>		<b>150.00</b>				
MW OH	NEEDHAM,CHRIS V005345	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	200.00	080712		00077487	08/08/2012
			<b>Vendor Total:</b>		<b>200.00</b>				
MW IP	OCE IMAGISTICS INC. V006549	MAY COPIER MAINT	431010-6175 Office Equipment Rental	ITK0815A	71.69	417411032		00077615	08/15/2012
			<b>Vendor Total:</b>		<b>71.69</b>				
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	ITK0815A	145.40	040479	P06377	00077616	08/15/2012
			<b>Vendor Total:</b>		<b>145.40</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	TK0808A	39.16	0402921	P06427	00077488	08/08/2012

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				<b>Vendor Total:</b>	<b>184.56</b>				
MW OH	ORANGE COUNTY REGISTE V006600	MAY LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK0808A	319.29	053112		00077489	08/08/2012
MW OH	ORANGE COUNTY REGISTE V006600	JUNE LEGAL ADVERTISING	101002-6225 Advertising/Promotional	TK0808A	287.10	063012		00077489	08/08/2012
				<b>Vendor Total:</b>	<b>606.39</b>				
MW OH	PEREZ, FRANK V001550	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0808A	70.00	81570		00077490	08/08/2012
MW OH	PIEARCY, JEANNE V008533	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0808A	70.00	81457		00077491	08/08/2012
				<b>Vendor Total:</b>	<b>23.00</b>				
MW IP	PLACENTIA, CITY OF V000822	PD INVESTIGATION TRAINING	103042-6250 Staff Training	ITK0815A	31.25	0101	P07417	00077617	08/15/2012
MW IP	PLACENTIA, CITY OF V000822	PD SUPPORT SRVS TRAINING	103041-6250 Staff Training	ITK0815A	5.00	0101	P07417	00077617	08/15/2012
MW IP	PLACENTIA, CITY OF V000822	ASSET FORFEIT TRAINING	213041-6250 Staff Training	ITK0815A	16.00	0101	P07417	00077617	08/15/2012
MW IP	PLACENTIA, CITY OF V000822	PD INVESTIGATION CONFERENCE	103042-6250 Staff Training	ITK0815A	15.00	0101	P07417	00077617	08/15/2012
MW IP	PLACENTIA, CITY OF V000822	PD ADMIN TRAINING	103040-6250 Staff Training	ITK0815A	121.00	0101	P07417	00077617	08/15/2012
MW IP	PLACENTIA, CITY OF V000822	PATROL TRAINING	103041-6250 Staff Training	ITK0815A	299.24	0101	P07417	00077617	08/15/2012
				<b>Vendor Total:</b>	<b>487.49</b>				
MW IP	PUN & MCGEADY LLP V008548	INTERNAL AUDIT/GRANT ADMIN	102021-6010 Accounting & Auditing Service	ITK0815A	2,100.00	2012-0042	P07431	00077618	08/15/2012
MW IP	PUN & MCGEADY LLP V008548	INTERNAL AUDIT/GRANT ADMIN	102021-6010 Accounting & Auditing Service	ITK0815A	5,000.00	2012-0046	P07431	00077618	08/15/2012
				<b>Vendor Total:</b>	<b>7,100.00</b>				

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MW OH	QUESADA, STEPHANIE V008215	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0808A	13.00	81644		00077492	08/08/2012
MW OH	QUESADA, STEPHANIE V008215	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0808A	55.00	81645		00077492	08/08/2012
		<b>Vendor Total:</b>			<b>68.00</b>				
MW OH	RIOS, SERGIO V008519	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0808A	150.00	81814		00077493	08/08/2012
MW OH	SAMBRANO, MARY V008506	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	100.00	81559		00077494	08/08/2012
		<b>Vendor Total:</b>			<b>100.00</b>				
MW OH	SANGHAVI, RATHI V005488	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0808A	75.00	81665		00077495	08/08/2012
MW IP	SHRED-IT LOS ANGELES V000905	SHRED DOCUMENTS	431010-6301 Special Department Supplies	ITK0815A	145.29	9400528702	P07422	00077619	08/15/2012
		<b>Vendor Total:</b>			<b>75.00</b>				
MW OH	SILVA, ROSA V003396	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0808A	150.00	81554		00077496	08/08/2012
		<b>Vendor Total:</b>			<b>145.29</b>				
MW OH	SPINOSA, PATRICIA V008507	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	100.00	81556		00077497	08/08/2012
MW IP	SPRINT V007688	CELL PHONE RECORDS	103042-6299 Other Purchased Services	ITK0815A	100.00		P07369	00077620	08/15/2012
		<b>Vendor Total:</b>			<b>100.00</b>				
MW IP	ST JOSEPH HERITAGE HEAL V000980	JUNE DMV PHYSICAL EXAM	101512-6099 Other Professional Services	ITK0815A	60.00	10599	P07408	00077621	08/15/2012
		<b>Vendor Total:</b>			<b>30.00</b>				
		<b>Vendor Total:</b>			<b>60.00</b>				

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MW OH	SYNOPTIK INC V007863	JUNE IT SUPPORT SERVICE	422023-6290 Dept. Contract Services	TK0808A	7,347.75	215696	P05811	00077498	08/08/2012
				<b>Vendor Total:</b>	<b>7,347.75</b>				
MW IP	TIERRA WEST ADVISORS IN V005538	INITIAL STUDY CHECKLIST	102531-6290 / 45029-6290 Dept. Contract Services	ITK0815A	1,900.00	071612	P07074	00077622	08/15/2012
				<b>Vendor Total:</b>	<b>1,900.00</b>				
MW OH	TRI-CITY PARK AUTHORITY V001012	FY 11/12 SHELTER FEES	100000-4385 / 79188-4385 Facility Rental	TK0808A	13,657.50	FY 11/12	P07294	00077499	08/08/2012
				<b>Vendor Total:</b>	<b>13,657.50</b>				
MW IP	TRILLIUM V007952	JUNE CNG FUEL	433658-6340 Natural Gas	ITK0815A	11.62	2012-0094	P05981	00077623	08/15/2012
				<b>Vendor Total:</b>	<b>11.62</b>				
MW OH	TRIPLE SMITH & ASSOCIA V007848	JUNE IT CONSULTING SERVICES	422023-6290 Dept. Contract Services	TK0808A	437.50	501	P06953	00077500	08/08/2012
MW OH	TRIPLE SMITH & ASSOCIA V007848	MAY IT CONSULTING SERVICES	422023-6290 Dept. Contract Services	TK0808A	156.25	515	P06953	00077500	08/08/2012
MW OH	TRIPLE SMITH & ASSOCIA V007848	JUNE IT CONSULTING SERVICES	422023-6290 Dept. Contract Services	TK0808A	750.00	523	P06953	00077500	08/08/2012
				<b>Vendor Total:</b>	<b>1,343.75</b>				
MW OH	TROTT, ADELNE V008525	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	100.00	81825		00077501	08/08/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	VILA, SANDRA V008523	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0808A	50.00	81820		00077502	08/08/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	WEST COAST ARBORISTS IN V001124	JUNE CITY TREE TRIMMING	103655-6115 Landscaping	TK0808A	15,267.45	81482-A	P06653	00077503	08/08/2012
				<b>Vendor Total:</b>	<b>15,267.45</b>				
MW IP	WEYER, RHONDA	6/26/12 OFFICIATING CHARGES	104071-6275 / 79364-6275	ITK0815A	25.00	62612	P07410	00077624	08/15/2012

**City of Placentia**  
**Warrant Register**  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004110		Officiating						
MW OH	WILLDAN ASSOCIATES V001127	MAY-JUNE ENGINEERING SRVS	103550-6015 Engineering Services	TK0808A	25.00 6,300.00	003-13761	P05497	00077504	08/08/2012
MW IP	WILLDAN ASSOCIATES V001127	JUNE TRAFFIC ENGINEERING SRV	102531-6290 Dept. Contract Services	ITK0815A	140.00	00611519	P07412	00077625	08/15/2012
				<b>Vendor Total:</b>	<b>6,440.00</b>				
MW IP	WILLDAN ENGINEERING V006688	JUNE TRAFFIC ENGINEERING	103550-6015 Engineering Services	ITK0815A	5,040.00	006-11517	P05498	00077626	08/15/2012
MW IP	WILLDAN ENGINEERING V006688	JUNE TRAFFIC ENGINEERING	103550-6015 Engineering Services	ITK0815A	4,620.00	00611520	P07068	00077626	08/15/2012
				<b>Vendor Total:</b>	<b>9,660.00</b>				
MW IP	WM CURBSIDE INC V000230	JUNE OIL/FILTER COLLECTION	504315-6301 / 20037-6301 Special Department Supplies	ITK0815A	450.00	3502	P06217	00077627	08/15/2012
MW IP	WM CURBSIDE INC V000230	JUNE OIL/FILTER COLLECTION	504315-6301 / 20037-6301 Special Department Supplies	ITK0815A	280.00	3589	P06217	00077627	08/15/2012
				<b>Vendor Total:</b>	<b>730.00</b>				
MW OH	YANG, CHAY YIA V008522	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0808A	150.00	81811		00077505	08/08/2012
MW OH	YEUNG, JOANNE V008504	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	TK0808A	100.00	81557		00077506	08/08/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW OH	ZAMBRANO, FELIPE V003496	REIMBURSEMENT-MILEAGE TO C	104071-6240 Mileage Reimbursement	TK0808A	66.31	72412	P07289	00077507	08/08/2012
				<b>Vendor Total:</b>	<b>66.31</b>				
				<b>Type Total:</b>	<b>247,078.83</b>				
				<b>Warrant Total:</b>	<b>247,078.83</b>				

**City of Placentia**  
**Successor Agency - Warrant Register**  
**For 08/21/2012**

FY 12/13  
 Account/Description

Type	Vendor Name/ID	Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>8,591.01</b>			

Grand Total:

<u>Warrant Totals by ID</u>	
AP	8,591.01
EP	0.00
IP	0.00
OP	0.00

<u>Warrant Totals by Fund</u>	
305-RDA Debt Service	5,181.51
410-RDA Capital Projects	3,409.50

Void Total: 0.00  
 Warrant Total: 8,591.01

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

Warrant Total: 8,591.01

**1d**  
**August 21, 2012**

**City of Placentia**  
**Successor Agency - Warrant Register**  
**For 08/15/2012**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	KOSMONT COMPANIES V006131	JULY REAL ESTATE ADVISORY	357536-6001 Management Consulting Services	TK0813B	3,409.50	0019	P07233	00077555	08/21/2012
			<b>Vendor Total:</b>		<b>3,409.50</b>				
MW IP	US BANK V001073	TRUSTEE FEES 2002 SERIES A	327525-6030 Trustee Fees	ITK0808B	1,280.14	3177632	P07423	00077465	08/08/2012
MW IP	US BANK V001073	TRUSTEE FEES 2003 COP	327525-6030 Trustee Fees	ITK0808B	871.23	3178794	P07424	00077465	08/08/2012
MW IP	US BANK V001073	TRUSTEE FEES RDA 09 SUB TANS	327525-6030 Trustee Fees	ITK0808B	1,750.00	3181334	P07425	00077465	08/08/2012
MW IP	US BANK V001073	TRUSTEE FEES 2002B	327525-6030 Trustee Fees	ITK0808B	1,280.14	3177633	P07426	00077465	08/08/2012
			<b>Vendor Total:</b>		<b>5,181.51</b>				
			<b>Type Total:</b>		<b>8,591.01</b>				
			<b>Warrant Total:</b>		<b>8,591.01</b>				

**City of Placentia  
Warrant Register  
For 08/21/2012**

FY 12/13

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 561,090.07

Warrant Totals by ID	
AP	543,650.43
EP	17,439.64
IP	0.00
OP	0.00

Fund Name	Warrant Totals by Fund
101-General Fund	252,714.56
225-Asset Seizure	5,800.00
260-Street Lighting District	28,769.30
265-Landscape Maintenance	13,920.59
275-Sewer Maintenance	933.14
280-Misc Grants Fund	189.40
401-City Capital Projects	9,002.76
501-Refuse Administration	865.64
601-Employee Health & Welfare	10,840.80
605-Risk Management	110,002.13
615-Information Technology	30,260.50
620-Citywide Services	91,166.85
701-Special Deposits	6,624.40

Void Total: 0.00  
Warrant Total: 561,090.07

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

Warrant Total: 561,090.07

**1e**  
**August 21, 2012**

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 7/21/12 PD DATE 7/27/12	0029-2170 Deferred Comp Payable - ICMA	PY01012	64.50	2995/1201015		00003713	07/27/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/21/12 PD DATE 7/27/12	0043-2170 Deferred Comp Payable - ICMA	PY01012	50.00	2995/1201015		00003713	07/27/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/21/12 PD DATE 7/27/12	0037-2170 Deferred Comp Payable - ICMA	PY01012	122.00	2995/1201015		00003713	07/27/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/21/12 PD DATE 7/27/12	0048-2170 Deferred Comp Payable - ICMA	PY01012	119.25	2995/1201015		00003713	07/27/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 7/21/12 PD DATE 7/27/12	0010-2170 Deferred Comp Payable - ICMA	PY01012	8,151.57	2995/1201015		00003713	07/27/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 8/4/12 PD DATE 8/10/12	0037-2170 Deferred Comp Payable - ICMA	PY01016	122.01	2995/1201016		00003714	08/10/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 8/4/12 PD DATE 8/10/12	0048-2170 Deferred Comp Payable - ICMA	PY01016	117.85	2995/1201016		00003714	08/10/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 8/4/12 PD DATE 8/10/12	0043-2170 Deferred Comp Payable - ICMA	PY01016	50.00	2995/1201016		00003714	08/10/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 8/4/12 PD DATE 8/10/12	0010-2170 Deferred Comp Payable - ICMA	PY01016	8,578.89	2995/1201016		00003714	08/10/2012
EP	ICMA RETIREMENT TRUST V000496	P/E 8/4/12 PD DATE 8/10/12	0029-2170 Deferred Comp Payable - ICMA	PY01016	63.57	2995/1201016		00003714	08/10/2012
				<b>Vendor Total:</b>	<b>17,439.64</b>				
				<b>Type Total:</b>	<b>17,439.64</b>				
MW IP	ALCALA, JASON V006564	ALCO SENSOR TRAINING-MILEAG Staff Training	103041-6250	ITK0808B	10.53	1211	P07388	00077441	08/08/2012
MW OH	AMERICAN PLANNING ASSI V000010	2012/13 MEMBERSHIP RENEWAL Dues & Memberships	102531-6255	TK0813A	553.00	268053-1225	P07306	00077518	08/21/2012
MW OH	AMIGLEO, MARIA V008528	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813A	553.00			00077519	08/21/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	ANGEL, BRYCE V002886	VIOLENT CRIME-REG,MEALS	103042-6250 Staff Training	ITK0808B	185.00	134	P07386	00077442	08/08/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW IP	ANTHEM LIFE INSURANCE · AUG V000046	OPTIONAL LIFE INSURANCE	0010-2186 Optional Life Insurance	ITK0807A	5.00	8612A		00077408	08/08/2012
				<b>Vendor Total:</b>	<b>5.00</b>				
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	275.99	502-7060555	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	79.18	502-7060556	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	170.87	502-7078766	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	119.61	502-7078767	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	326.49	502-7096930	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	90.94	502-7096931	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	170.87	502-7115101	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	129.41	502-7115102	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	170.87	502-7133328	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	79.18	502-7133329	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	380.71	502-7151676	P07318	00077520	08/21/2012
MW OH	ARAMARK UNIFORM SERV V004232	PW UNIFORMS	103650-6360 Uniforms	TK0813A	129.41	502-7151677	P07318	00077520	08/21/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V004232		Uniforms					
MW IP	ARCZYNSKI, ANDREW V V005588	JULY CITY ATTORNEY FEES	101005-6005 Legal Services	Vendor Total: ITK0807A	2,123.53 22,168.17 073112	P07107	00077409	08/08/2012
MW OH	ART OF DANCE & BALLET / V007955	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	Vendor Total: TK0813A	22,168.17 1,132.30 SUMMER 12	P07406	00077521	08/21/2012
MW OH	ASCAP V004439	MUSIC PERFORMANCE LICENSE	441573-6301 Special Department Supplies	Vendor Total: TK0813A	1,132.30 325.50 100003516313	P07191	00077522	08/21/2012
MW IP	AT&T V004144	JULY PHONE CHARGES	0010-1220 Accts Rec/Plac Library Dist	Vendor Total: ITK0815B	325.50 7.67 071512		00077629	08/15/2012
MW IP	AT&T V004144	JULY PHONE CHARGES	431010-6215 Telephone	ITK0815B	2,531.86 071512		00077629	08/15/2012
MW IP	AT&T V004144	JULY PHONE CHARGES	296561-6215 Telephone	ITK0815B	184.44 071512		00077629	08/15/2012
MW IP	AUDISS, JAY S V003366	SLI#4-MEALS, RENTAL CAR	103041-6250 Staff Training	Vendor Total: ITK0808B	2,723.97 373.31 8112	P07379	00077443	08/08/2012
MW OH	BEE MAN, THE V000117	BEE REMOVAL	103655-6130 Repair & Maint/Facilities	Vendor Total: TK0813A	373.31 100.00 19478B	P07244	00077523	08/21/2012
MW OH	BLAIN, AMY V008307	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	Vendor Total: TK0813A	100.00 100.00 81625		00077524	08/21/2012
MW OH	BRUCE, RODNEY V008503	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	Vendor Total: TK0813A	100.00 35.00 81580		00077525	08/21/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				<b>Vendor Total:</b>	<b>35.00</b>			
MW IP	BUSSE, MICHAEL V002621	SLI#5-MEALS,MILEAGE	103040-6250 Staff Training	ITK0808B	220.40 1432	P07378	00077444	08/08/2012
MW IP	BUSSE, MICHAEL V002621	SLI#4-MILEAGE,MEALS	103040-6250 Staff Training	ITK0808B	220.39 819	P07382	00077444	08/08/2012
				<b>Vendor Total:</b>	<b>440.79</b>			
MW OH	CALIFORNIA CITY MANAGI V005341	2012/13 MEMBERSHIP RENEWAL	101511-6255 Dues & Memberships	TK0813A	400.00 070512	P07307	00077526	08/21/2012
				<b>Vendor Total:</b>	<b>400.00</b>			
MW IP	CALIFORNIA DENTAL NETV V008102	AUG DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	ITK0808B	868.84 SEPTEMBER 1:		00077445	08/08/2012
MW IP	CALIFORNIA DENTAL NETV V008102	AUG DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	ITK0808B	178.86 SEPTEMBER 1:		00077445	08/08/2012
				<b>Vendor Total:</b>	<b>1,047.70</b>			
MW OH	CALIFORNIA FORENSIC PHI V000232	BLOOD DRAWS	103040-6055 Medical Services	TK0813A	3,773.25 07.31.12	P07329	00077527	08/21/2012
				<b>Vendor Total:</b>	<b>3,773.25</b>			
MW IP	CALIFORNIA POLICE CHIEF V000196	12/13 MEMBERSHIP-HICKS	103040-6255 Dues & Memberships	ITK0808B	600.00 189A	P07194	00077446	08/08/2012
MW IP	CALIFORNIA POLICE CHIEF V000196	12/13 MEMBERSHIP-SMITH	103040-6255 Dues & Memberships	ITK0808B	125.00 1915A	P07194	00077446	08/08/2012
				<b>Vendor Total:</b>	<b>725.00</b>			
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 7/21/12 PD DATE 7/27/12	0010-2196 Garnishments W/H	PY01012	1,039.53 2700/1201015		00077398	07/27/2012
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 7/21/12 PD DATE 7/27/12	0029-2196 Garnishments W/H	PY01012	20.77 2700/1201015		00077398	07/27/2012
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 7/21/12 PD DATE 7/27/12	0048-2196 Garnishments W/H	PY01012	31.15 2700/1201015		00077398	07/27/2012
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 8/4/12 PD DATE 8/10/12	0010-2196 Garnishments W/H	PY01016	1,270.30 2700/1201016		00077508	08/10/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 8/4/12 PD DATE 8/10/12	0048-2196 Garnishments W/H	PY01016	31.15	2700/1201016		00077508	08/10/2012
MW OH	CALIFORNIA STATE DISBUI V004813	P/E 8/4/12 PD DATE 8/10/12	0029-2196 Garnishments W/H	PY01016	20.77	2700/1201016		00077508	08/10/2012
			<b>Vendor Total:</b>		<b>2,413.67</b>				
MW IP	CARDENAS, JOEL V002648	AUGUST MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077410	08/08/2012
MW OH	CARWASH OF AMERICA V000771	JULY CITY CAR WASHES	433658-6301 Special Department Supplies	TK0813A	874.51	0701	P07256	00077528	08/21/2012
			<b>Vendor Total:</b>		<b>874.51</b>				
MW OH	CDW GOVERNMENT INC. V003755	OFFICE LICENSES	422023-6136 Software Maintenance	TK0813A	857.82	M634859	P07089	00077529	08/21/2012
			<b>Vendor Total:</b>		<b>857.82</b>				
MW OH	CEDANO, CARLOS V008512	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	TK0813A	100.00	91629		00077530	08/21/2012
			<b>Vendor Total:</b>		<b>100.00</b>				
MW IP	CITY CLERK MANAGEMENT V008458	JULY 1-15 CITY CLERK SRVS	101002-6290 Dept. Contract Services	ITK0807A	4,200.00	12-12	P07210	00077411	08/08/2012
			<b>Vendor Total:</b>		<b>4,200.00</b>				
MW OH	CITY OF BREA V000125	PRINTING SERVICES-SGT TEST	101512-6301 Special Department Supplies	TK0813A	66.06	6-429	P07352	00077531	08/21/2012
			<b>Vendor Total:</b>		<b>66.06</b>				
MW OH	CITY OF LA HABRA V000600	SWAT BEAR CAT GRAPHICS	103041-6301 Special Department Supplies	TK0813A	106.85	4790/SWAT	P07395	00077532	08/21/2012
			<b>Vendor Total:</b>		<b>106.85</b>				
MW OH	COLLARD, BRENDA V008530	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813A	50.00	81819		00077533	08/21/2012
			<b>Vendor Total:</b>		<b>50.00</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COMMUNITY HEALTH CHA V000192	P/E 7/21/12 PD DATE 7/27/12	0037-2194 CHAD	PY01012	1.00	2640/1201015		00077399	07/27/2012
MW OH	COMMUNITY HEALTH CHA V000192	P/E 7/21/12 PD DATE 7/27/12	0010-2194 CHAD	PY01012	14.00	2640/1201015		00077399	07/27/2012
MW OH	COMMUNITY HEALTH CHA V000192	P/E 8/4/12 PD DATE 8/10/12	0037-2194 CHAD	PY01016	1.00	2640/1201016		00077509	08/10/2012
MW OH	COMMUNITY HEALTH CHA V000192	P/E 8/4/12 PD DATE 8/10/12	0010-2194 CHAD	PY01016	14.00	2640/1201016		00077509	08/10/2012
MW IP	CONROY, BRIAN V008501	ALCO SENSOR TRAINING-MILEAG	103041-6250 Staff Training	<b>Vendor Total:</b>	<b>30.00</b>				
MW OH	COPWARE INC V000172	2012/13 LEGAL SOURCE BOOK-LJC	103040-6320 Books & Periodicals	ITK0808B	10.53	133	P07390	00077447	08/08/2012
MW OH	COUNTY OF ORANGE V000701	FY 12/13 LAFCO COSTS AB2838	101001-6255 Dues & Memberships	<b>Vendor Total:</b>	<b>10.53</b>				
MW OH	COUNTY OF ORANGE V005595	CITY YARD INSPECTIONS	374386-6257 Licenses & Permits	TK0813A	700.00	81596	P07309	00077534	08/21/2012
MW OH	COUNTY OF ORANGE V000715	TREA JULY OCATS SERVICES	103043-6299 Other Purchased Services	<b>Vendor Total:</b>	<b>700.00</b>				
MW OH	CPS HR CONSULTING V008464	SERGEANT EXAM/MATERIALS	101512-6301 Special Department Supplies	TK0813A	4,910.40	GA00207	P07303	00077536	08/21/2012
MW OH	CPS HR CONSULTING V008464	SERGEANT EXAM/MATERIALS	101512-6301 Special Department Supplies	<b>Vendor Total:</b>	<b>4,910.40</b>				
MW IP	CSMFO V001225	CSMFO LUNCHEON-NGUYEN,HEN	102020-6245 Meetings & Conferences	TK0813A	199.50	IN0910082	P07137	00077537	08/21/2012
MW IP	CSMFO	CSMFO LUNCHEON-GREEN	101003-6245	<b>Vendor Total:</b>	<b>199.50</b>				
MW OH	CPS HR CONSULTING V008464	SERGEANT EXAM/MATERIALS	101512-6301 Special Department Supplies	TK0813A	784.00	S32149	P07311	00077535	08/21/2012
MW OH	CPS HR CONSULTING V008464	SERGEANT EXAM/MATERIALS	101512-6301 Special Department Supplies	<b>Vendor Total:</b>	<b>784.00</b>				
MW IP	CSMFO V001225	CSMFO LUNCHEON-NGUYEN,HEN	102020-6245 Meetings & Conferences	ITK0807A	423.50	SOP32668	P07198	00077538	08/21/2012
MW IP	CSMFO	CSMFO LUNCHEON-GREEN	101003-6245	<b>Vendor Total:</b>	<b>423.50</b>				
MW IP	CSMFO	CSMFO LUNCHEON-GREEN	101003-6245	ITK0807A	80.00	071712	P07354	00077412	08/08/2012
MW IP	CSMFO	CSMFO LUNCHEON-GREEN	101003-6245	<b>Vendor Total:</b>	<b>80.00</b>				
MW IP	CSMFO	CSMFO LUNCHEON-GREEN	101003-6245	ITK0807A	45.00	071712	P07354	00077412	08/08/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001225		Meetings & Conferences						
MW IP	DE LA TORRE, EDUARDO V003527	AUGUST MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	<b>Vendor Total:</b> ITK0807A	<b>125.00</b>	5.00 AUGUST 12		00077413	08/08/2012
MW IP	DE LA TORRE, EDUARDO V003527	AUGUST MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	ITK0807A	20.00	AUGUST 12		00077413	08/08/2012
MW IP	DE LA TORRE, EDUARDO V003527	AUGUST MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	ITK0807A	25.00	AUGUST 12		00077413	08/08/2012
MW OH	DELL MARKETING L.P. V000301	COMPUTER/MONITORS	422023-6135 Repair/Maint Off Furn & Eqp	<b>Vendor Total:</b> TK0813B	<b>50.00</b>	2,470.96 XFTMFKJ36	P07090	00077539	08/21/2012
MW OH	DENNIS, YVONNE V008459	SWIMMING POOL BOND RELEASE	0044-2045 Construction Deposits(Swim)	<b>Vendor Total:</b> TK0813B	<b>2,470.96</b>	500.00 071612	P07190	00077540	08/21/2012
MW IP	ECS IMAGING INC V001305	ANNUAL LASERFICHE MAINT AGI	422023-6136 Software Maintenance	<b>Vendor Total:</b> ITK0815B	<b>500.00</b>	9,460.00 8883	P07204	00077630	08/15/2012
MW IP	ENTERPRISE FLEET SERVIC V003312	JULY PD VEHICLE LEASE PAYMENT	103042-6165 / 50070-6165 Vehicle Rental	<b>Vendor Total:</b> ITK0807A	<b>9,460.00</b>	1,650.75 FBN2177011	P07328	00077414	08/08/2012
MW OH	ESPINOZA, LISA V008502	PARTIAL FACILITY REFUND	100000-4385 / 79181-4385 Facility Rental	<b>Vendor Total:</b> TK0813B	<b>1,650.75</b>	5.00 81575		00077541	08/21/2012
MW OH	ESTRADA, JOSE V008513	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	<b>Vendor Total:</b> TK0813B	<b>5.00</b>	50.00 81627		00077542	08/21/2012
MW IP	FENSTERMAKER, DANIEL V005067	JULY MEDIA SVCS FY 12/13	441573-6099 Other Professional Services	<b>Vendor Total:</b> ITK0808B	<b>50.00</b>	3,082.40 PLA-12-007	P07401	00077448	08/08/2012

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MW IP	FIDELITY SECURITY LIFE II V008132	AUG VISION INSURANCE PREMIUM	395083-5164 Optical Insurance Premiums	ITK0807A	3,082.40	1438323		00077415	08/08/2012
MW IP	FIDELITY SECURITY LIFE II V008132	AUG VISION INSURANCE PREMIUM	395000-4740 ISF Employee Optical Costs	ITK0807A	1,708.05	1438323		00077415	08/08/2012
MW OH	FORBES, JOSIE V007432	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	TK0813B	2,786.10	SUMMER 12	P07393	00077543	08/21/2012
MW OH	FUJITEC AMERICA INC V006496	JULY-DEC ELEVATOR MAINT	433654-6130 Repair & Maint/Facilities	TK0813B	2,132.00	110088088	P07139	00077544	08/21/2012
MW IP	GAS CO, THE V000909	JULY GAS CHARGES	431010-6340 Natural Gas	ITK0815B	2,310.00	072312		00077631	08/15/2012
MW OH	GE CAPITAL V008085	JULY COPIER LEASE-ADMIN	431010-6175 Office Equipment Rental	TK0813B	252.95	5747785	P07117	00077545	08/21/2012
MW OH	GE CAPITAL V008085	JULY COPIER LEASE-ADMIN	374386-6175 Office Equipment Rental	TK0813B	164.20	5747785	P07117	00077545	08/21/2012
MW OH	GE CAPITAL V008085	JULY COPIER LEASE-REC	431010-6175 Office Equipment Rental	TK0813B	164.20	57487205	P07118	00077545	08/21/2012
MW OH	GE CAPITAL V008085	JULY COPIER LEASE-REC	374386-6175 Office Equipment Rental	TK0813B	144.69	57487205	P07118	00077545	08/21/2012
MW OH	GERGES, CHRISTINE V006880	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813B	617.78	81628		00077546	08/21/2012
MW IP	GOLDEN STATE WATER CO V000928	JULY WATER CHARGES	296561-6335 Water	ITK0815B	50.00	072412		00077632	08/15/2012
MW IP	GOLDEN STATE WATER CO	JULY WATER CHARGES	431010-6335	ITK0815B	11,905.58	072412		00077632	08/15/2012

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	V000928		Water						
MW IP	GOLDEN STATE WATER CO V000928	JULY WATER CHARGES	431010-6335 Water	ITK0815B	2,670.65	080812		00077632	08/15/2012
MW IP	GOLDEN WEST COLLEGE/N V000439	LEGAL UPDATE DVD SUBSCRIPTI	103040-6320 Books & Periodicals	ITK0808B	700.00	10195	P07193	00077449	08/08/2012
				<b>Vendor Total:</b>	<b>28,004.43</b>				
MW OH	GONSALVES & SON, JOE V005577	JULY LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK0813B	4,000.00	22922	P07112	00077547	08/21/2012
MW OH	GONSALVES & SON, JOE V005577	AUG LEGISLATIVE SERVICES	101001-6099 Other Professional Services	TK0813B	4,000.00	22990	P07112	00077547	08/21/2012
				<b>Vendor Total:</b>	<b>8,000.00</b>				
MW OH	GONZALES, RITA V008510	SWIM CLASS REFUND	100000-4340 / 79150-4340 Recreation Programs	TK0813B	50.00	81393		00077548	08/21/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	GRANICUS INC. V007659	SOFTWARE MANAGEMENT	441573-6136 Software Maintenance	TK0813B	2,211.00	36250	P07238	00077549	08/21/2012
				<b>Vendor Total:</b>	<b>2,211.00</b>				
MW OH	GREAT WEST V006983	P/E 7/21/12 PD DATE 7/27/12	0048-2172 Deferred Comp Pay. - Gr West	PY01012	48.93	2607/1201015		00077400	07/27/2012
MW OH	GREAT WEST V006983	P/E 7/21/12 PD DATE 7/27/12	0010-2172 Deferred Comp Pay. - Gr West	PY01012	758.28	2607/1201015		00077400	07/27/2012
MW OH	GREAT WEST V006983	P/E 7/21/12 PD DATE 7/27/12	0029-2172 Deferred Comp Pay. - Gr West	PY01012	21.36	2607/1201015		00077400	07/27/2012
MW OH	GREAT WEST V006983	P/E 8/4/12 PD DATE 8/10/12	0048-2172 Deferred Comp Pay. - Gr West	PY01016	48.93	2607/1201016		00077510	08/10/2012
MW OH	GREAT WEST V006983	P/E 8/4/12 PD DATE 8/10/12	0029-2172 Deferred Comp Pay. - Gr West	PY01016	21.36	2607/1201016		00077510	08/10/2012
MW OH	GREAT WEST V006983	P/E 8/4/12 PD DATE 8/10/12	0010-2172 Deferred Comp Pay. - Gr West	PY01016	758.28	2607/1201016		00077510	08/10/2012

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				<b>Vendor Total:</b>	<b>1,657.14</b>			
MW IP	GREENLEAF, KEN V007756	K9 BASIC/NARCOTIC TRAINING	213041-6840 Machinery & Equipment	ITK0807A	5,800.00 2001	P07338	00077416	08/08/2012
				<b>Vendor Total:</b>	<b>5,800.00</b>			
MW IP	HENDRICKSON, ERIC V007376	AUGUST MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	ITK0807A	50.00 AUGUST 12		00077417	08/08/2012
				<b>Vendor Total:</b>	<b>50.00</b>			
MW IP	HINDERLITER DE LLAMAS, V000465	3RD QTR CONTRACT SALES TAX	102021-6099 Other Professional Services	ITK0815B	975.00 0019739-IN	P07428	00077633	08/15/2012
				<b>Vendor Total:</b>	<b>975.00</b>			
MW OH	ICMA V000512	2012/13 MEMBERSHIP RENEWAL	101511-6255 Dues & Memberships	TK0813B	1,517.56 250054A	P07305	00077550	08/21/2012
				<b>Vendor Total:</b>	<b>1,517.56</b>			
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	52.27 1494992-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	731.68 1500703-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	65.34 1501419-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	190.18 1502495-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	-87.74 1504238-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	48.98 1504479-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	19.85 1504479-01	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	29.66 1504484-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPPLY V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	TK0813B	53.66 1505529-00	P07313	00077551	08/21/2012

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	V006506		Special Department Supplies						
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	17.42	1506783-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	16.65	1506962-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	77.13	1508025-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	484.38	1508069-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	252.03	1511016-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	71.44	1511016-01	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	27.98	1512704-00	P07313	00077551	08/21/2012
MW OH	IMPERIAL SPRINKLER SUPP IRRIGATION SUPPLIES V006506		103655-6301 Special Department Supplies	TK0813B	189.00	1516573-00	P07313	00077551	08/21/2012
				<b>Vendor Total:</b>	<b>2,239.91</b>				
MW IP	IT SECUREONE V007016	ESET LICENSES	422023-6136 Software Maintenance	ITK0807A	3,169.00	120628003	P07088	00077418	08/08/2012
				<b>Vendor Total:</b>	<b>3,169.00</b>				
MW IP	KENEHAN, KELLY V002879	SLI#3-MEALS	103042-6250 Staff Training	ITK0808B	120.00	8119	P07376	00077450	08/08/2012
				<b>Vendor Total:</b>	<b>120.00</b>				
MW IP	KEY GOVERNMENT FINANC JULY PHONE SYSTEM LEASE V007864		333523-6840 / 30016-6840 Machinery & Equipment	ITK0808B	3,000.92	153495001208	P07301	00077451	08/08/2012
MW IP	KEY GOVERNMENT FINANC SEPT PHONE SYSTEM LEASE V007864		333523-6840 / 30016-6840 Machinery & Equipment	ITK0808B	3,000.92	153495001209	P07301	00077451	08/08/2012
MW IP	KEY GOVERNMENT FINANC AUG PHONE SYSTEM LEASE V007864		333523-6840 / 30016-6840 Machinery & Equipment	ITK0808B	3,000.92	153495001209	P07301	00077451	08/08/2012

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				<b>Vendor Total:</b>	<b>9,002.76</b>			
MW OH	KIDZ LOVE SOCCER V008469	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79148-6060 Instructional Services	TK0813B	2,798.90 SUMMER 12	P07325	00077552	08/21/2012
				<b>Vendor Total:</b>	<b>2,798.90</b>			
MW OH	KIM, MICHELLE V008475	CLASS REFUND	100000-4340 / 79148-4340 Recreation Programs	TK0813B	54.00 81359		00077553	08/21/2012
				<b>Vendor Total:</b>	<b>54.00</b>			
MW OH	KOEHM, GEORGE V008527	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813B	50.00 81821		00077554	08/21/2012
				<b>Vendor Total:</b>	<b>50.00</b>			
MW OH	KUSUNOKI HEARING EXAM V004347	JULY PARKING CITATION HEARIN	103041-6099 Other Professional Services	TK0813B	110.00 2011-227	P07331	00077556	08/21/2012
				<b>Vendor Total:</b>	<b>110.00</b>			
MW IP	LAWCX V001925	EXCESS WORKERS COMP PREMIU	404580-5166 Workers' Comp Premiums	ITK0808B	109,933.00 LAWCX 2013-0	P07351	00077452	08/08/2012
				<b>Vendor Total:</b>	<b>109,933.00</b>			
MW OH	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIRS	433658-6290 Dept. Contract Services	TK0813B	342.27 W087510	P07323	00077557	08/21/2012
MW OH	LE BARD & UNDERWOOD H V004044	PD MOTOR REPAIRS	433658-6290 Dept. Contract Services	TK0813B	513.42 W087525	P07323	00077557	08/21/2012
				<b>Vendor Total:</b>	<b>855.69</b>			
MW IP	LE-NGUYEN, MAGGIE V007345	AUGUST MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	ITK0807A	50.00 AUGUST 12		00077419	08/08/2012
MW OH	LE-NGUYEN, MAGGIE V007345	REPLACE PD PHONE	422023-6135 Repair/Maint Off Furn & Eqp	TK0813B	35.00 071212	P07398	00077558	08/21/2012
				<b>Vendor Total:</b>	<b>85.00</b>			
MW IP	LEGAL SHIELD V008104	JULY LEGAL SERVICES	0048-2192 Police Legal Services	ITK0807A	33.80 72312A		00077420	08/08/2012
MW IP	LEGAL SHIELD	JULY LEGAL SERVICES	0010-2192	ITK0807A	485.85 72312A		00077420	08/08/2012

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	V008104		Police Legal Services						
MW IP	LEGAL SHIELD V008104	JULY LEGAL SERVICES	0043-2192 Police Legal Services	ITK0807A	14.96	72312A		00077420	08/08/2012
MW IP	LEGAL SHIELD V008104	JULY LEGAL SERVICES	0029-2192 Police Legal Services	ITK0807A	11.80	72312A		00077420	08/08/2012
MW IP	LEGAL SHIELD V008104	JULY LEGAL SERVICES	0037-2192 Police Legal Services	ITK0807A	12.44	72312A		00077420	08/08/2012
MW IP	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0037-2192 Police Legal Services	ITK0808B	12.44	8812A		00077453	08/08/2012
MW IP	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0029-2192 Police Legal Services	ITK0808B	11.80	8812A		00077453	08/08/2012
MW IP	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0043-2192 Police Legal Services	ITK0808B	14.96	8812A		00077453	08/08/2012
MW IP	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0048-2192 Police Legal Services	ITK0808B	33.80	8812A		00077453	08/08/2012
MW IP	LEGAL SHIELD V008104	AUG LEGAL SERVICES	0010-2192 Police Legal Services	ITK0808B	485.85	8812A		00077453	08/08/2012
				<b>Vendor Total:</b>	<b>1,117.70</b>				
MW OH	LEXIPOL LLC V003511	POLICY MANUAL SUBSCRIPTION	103040-6299 Other Purchased Services	TK0813B	2,700.00	7394	P07355	00077559	08/21/2012
				<b>Vendor Total:</b>	<b>2,700.00</b>				
MW IP	LOOMIS, CORINNE V002634	VIOLENT CRIME-REG,MEALS	103042-6250 Staff Training	ITK0808B	210.00	144	P07385	00077454	08/08/2012
				<b>Vendor Total:</b>	<b>210.00</b>				
MW IP	MACCUBBIN, MICHAEL V007311	ALCO SENSOR-MILEAGE	103041-6250 Staff Training	ITK0808B	10.53	1212	P07389	00077455	08/08/2012
				<b>Vendor Total:</b>	<b>10.53</b>				
MW OH	MAILFOUNDRY V006343	SPAM FILTERING	422023-6136 Software Maintenance	TK0813B	599.00	11496	P07353	00077560	08/21/2012
				<b>Vendor Total:</b>	<b>599.00</b>				

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MW IP	MAKOWSKI, ROBERT V005712	AUGUST MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	ITK0807A	12.50	AUGUST 12		00077421	08/08/2012
MW IP	MAKOWSKI, ROBERT V005712	AUGUST MONTHLY EXPENSES	102533-5001 Salaries/Full-Time Regular	ITK0807A	25.00	AUGUST 12		00077421	08/08/2012
MW IP	MAKOWSKI, ROBERT V005712	AUGUST MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	ITK0807A	12.50	AUGUST 12		00077421	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	MANAGED HEALTH NETWC V008122	AUG EAP CHARGES	395083-5161 Health Insurance Premiums	ITK0807A	557.44	3200039753		00077422	08/08/2012
			<b>Vendor Total:</b>		<b>557.44</b>				
MW OH	MANJARREZ, ALFREDO V008516	FACILITY REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813B	115.00	81655		00077561	08/21/2012
			<b>Vendor Total:</b>		<b>115.00</b>				
MW OH	MARTIN & CHAPMAN CO V000618	2012 ELECTION MATERIALS	101002-6299 Other Purchased Services	TK0813B	24.16	2012310	P07197	00077562	08/21/2012
			<b>Vendor Total:</b>		<b>24.16</b>				
MW IP	MCCONAHA, MICHAEL V002517	AUGUST MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077423	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	MENELY, RICKI V003570	BACKGROUND INVEST-MILE,MEA	103041-6250 Staff Training	ITK0808B	230.84	8112	P07375	00077456	08/08/2012
			<b>Vendor Total:</b>		<b>230.84</b>				
MW IP	METROPCS WIRELESS INC V005973	REFUND-CELL TOWER	100000-4711 Lease Revenue	ITK0807A	1,483.73	080612A		00077424	08/08/2012
			<b>Vendor Total:</b>		<b>1,483.73</b>				
MW IP	MILLSAP, SCOTT V003801	SLI#3-MEALS	103041-6250 Staff Training	ITK0808B	120.00	819	P07380	00077457	08/08/2012
			<b>Vendor Total:</b>		<b>120.00</b>				
MW OH	MISAC	IT PROF MEMBERSHIP-OGAWA	102020-6255	TK0813B	200.00	200000040	P07120	00077563	08/21/2012
			<b>Vendor Total:</b>		<b>200.00</b>				

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	V007956		Dues & Memberships						
MW OH	MISAC V007956	IT PROF MEMBERSHIP-DE LA TOR	102020-6255 Dues & Memberships	TK0813B	200.00	200000040	P07120	00077563	08/21/2012
MW OH	MISAC V007956	IT PROF MEMBERSHIP-LE	102020-6255 Dues & Memberships	TK0813B	240.00	200000040	P07120	00077563	08/21/2012
			<b>Vendor Total:</b>		<b>640.00</b>				
MW IP	MMASC V008471	ANNUAL MEMBERSHIP-SANCHEZ	101512-6255 Dues & Memberships	ITK0807A	75.00	072012	P07350	00077425	08/08/2012
			<b>Vendor Total:</b>		<b>75.00</b>				
MW IP	MORENO, TANIA V007723	AUGUST MONTHLY EXPENSES	101002-5001 Salaries/Full-Time Regular	ITK0807A	25.00	AUGUST 12		00077426	08/08/2012
MW IP	MORENO, TANIA V007723	AUGUST MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	ITK0807A	25.00	AUGUST 12		00077426	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	NEXTEL COMMUNICATION V000670	JULY PD DATA LINK CHARGES	431010-6215 Telephone	ITK0815B	766.37	521311782-052		00077634	08/15/2012
			<b>Vendor Total:</b>		<b>766.37</b>				
MW IP	NGUYEN, MICHAEL V005291	AUGUST MONTHLY EXPENSES	102021-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077427	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	NICKEY PETROLEUM COMF CITY GASOLINE V000696		433658-6345 Gasoline & Diesel Fuel	ITK0815B	27,560.40	303802	P07322	00077635	08/15/2012
			<b>Vendor Total:</b>		<b>27,560.40</b>				
MW IP	NICKS, JONATHAN V004909	AUGUST MONTHLY EXPENSES	104072-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077428	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0813C	14.41	0405011	P07251	00077564	08/21/2012
MW OH	OFFICE INDUSTRIES	OFFICE SUPPLIES	103650-6315	TK0813C	10.53	0407451	P07251	00077564	08/21/2012

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	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	TK0813C	14.33	0408431	P07251	00077564	08/21/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK0813C	474.80	040540	P07348	00077564	08/21/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101572-6315 Office Supplies	TK0813C	388.15	0405841	P07394	00077564	08/21/2012
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101572-6315 Office Supplies	TK0813C	5.16	0405941	P07394	00077564	08/21/2012
MW IP	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0815B	536.43	0406561	P07402	00077636	08/15/2012
			<b>Vendor Total:</b>		<b>1,443.81</b>				
MW OH	OFSI V000703	JULY COPIER MAINT	431010-6175 Office Equipment Rental	TK0813C	1,607.64	1857557		00077565	08/21/2012
MW IP	OFSI V000703	AUG COPIER MAINT	431010-6175 Office Equipment Rental	ITK0815B	1,607.64	1878520		00077637	08/15/2012
			<b>Vendor Total:</b>		<b>3,215.28</b>				
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/21/12 PD DATE 7/27/12	0029-2176 PCEA/OCEA Assoc Dues	PY01012	11.53	2610/1201015		00077401	07/27/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/21/12 PD DATE 7/27/12	0010-2176 PCEA/OCEA Assoc Dues	PY01012	305.94	2610/1201015		00077401	07/27/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/21/12 PD DATE 7/27/12	0043-2176 PCEA/OCEA Assoc Dues	PY01012	19.24	2610/1201015		00077401	07/27/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/21/12 PD DATE 7/27/12	0037-2176 PCEA/OCEA Assoc Dues	PY01012	5.77	2610/1201015		00077401	07/27/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 7/21/12 PD DATE 7/27/12	0048-2176 PCEA/OCEA Assoc Dues	PY01012	23.08	2610/1201015		00077401	07/27/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/4/12 PD DATE 8/10/12	0043-2176 PCEA/OCEA Assoc Dues	PY01016	19.24	2610/1201016		00077511	08/10/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/4/12 PD DATE 8/10/12	0048-2176 PCEA/OCEA Assoc Dues	PY01016	23.00	2610/1201016		00077511	08/10/2012

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/4/12 PD DATE 8/10/12	0010-2176 PCEA/OCEA Assoc Dues	PY01016	306.07	2610/1201016		00077511	08/10/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/4/12 PD DATE 8/10/12	0037-2176 PCEA/OCEA Assoc Dues	PY01016	5.77	2610/1201016		00077511	08/10/2012
MW OH	ORANGE COUNTY EMPLOY V000699	P/E 8/4/12 PD DATE 8/10/12	0029-2176 PCEA/OCEA Assoc Dues	PY01016	11.48	2610/1201016		00077511	08/10/2012
			<b>Vendor Total:</b>		<b>731.12</b>				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/21/12 PD DATE 7/27/12	0029-2196 Garnishments W/H	PY01012	15.00	2714/1201015		00077402	07/27/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/21/12 PD DATE 7/27/12	0048-2196 Garnishments W/H	PY01012	22.50	2714/1201015		00077402	07/27/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/21/12 PD DATE 7/27/12	0010-2196 Garnishments W/H	PY01012	112.50	2714/1201015		00077402	07/27/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/4/12 PD DATE 8/10/12	0010-2196 Garnishments W/H	PY01016	112.50	2714/1201016		00077512	08/10/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/4/12 PD DATE 8/10/12	0029-2196 Garnishments W/H	PY01016	15.00	2714/1201016		00077512	08/10/2012
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 8/4/12 PD DATE 8/10/12	0048-2196 Garnishments W/H	PY01016	22.50	2714/1201016		00077512	08/10/2012
			<b>Vendor Total:</b>		<b>300.00</b>				
MW IP	ORTEGA, JEANETTE V007724	AUGUST MONTHLY EXPENSES	101572-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077429	08/08/2012
MW OH	PARKHOUSE TIRE INC. V004472	TIRES	433658-6134 Vehicle Repair & Maintenance	TK0813C	397.13	1020102622	P07344	00077566	08/21/2012
			<b>Vendor Total:</b>		<b>397.13</b>				
MW IP	PARS V006999	JULY PARS TRUST ADMIN SRVS	395083-6025 Third Party Administration	ITK0807A	400.00	23420		00077430	08/08/2012
			<b>Vendor Total:</b>		<b>400.00</b>				

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MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6301 Special Department Supplies	TK0813C	42.67	80405	P07148	00077567	08/21/2012
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6301 Special Department Supplies	TK0813C	4.51	82901	P07148	00077567	08/21/2012
MW OH	PARTS SOURCE V000817	VEHICLE/EQUIP PARTS	433658-6301 Special Department Supplies	TK0813C	83.34	86345	P07148	00077567	08/21/2012
<b>Vendor Total:</b>					<b>130.52</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/21/12 PD DATE 7/27/12	0029-2176 PCEA/OCEA Assoc Dues	PY01012	1.20	2615/1201015		00077403	07/27/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/21/12 PD DATE 7/27/12	0043-2176 PCEA/OCEA Assoc Dues	PY01012	2.00	2615/1201015		00077403	07/27/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/21/12 PD DATE 7/27/12	0010-2176 PCEA/OCEA Assoc Dues	PY01012	31.80	2615/1201015		00077403	07/27/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/21/12 PD DATE 7/27/12	0048-2176 PCEA/OCEA Assoc Dues	PY01012	2.40	2615/1201015		00077403	07/27/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/21/12 PD DATE 7/27/12	0037-2176 PCEA/OCEA Assoc Dues	PY01012	0.60	2615/1201015		00077403	07/27/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/4/12 PD DATE 8/10/12	0037-2176 PCEA/OCEA Assoc Dues	PY01016	0.60	2615/1201016		00077513	08/10/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/4/12 PD DATE 8/10/12	0043-2176 PCEA/OCEA Assoc Dues	PY01016	2.00	2615/1201016		00077513	08/10/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/4/12 PD DATE 8/10/12	0029-2176 PCEA/OCEA Assoc Dues	PY01016	1.19	2615/1201016		00077513	08/10/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/4/12 PD DATE 8/10/12	0010-2176 PCEA/OCEA Assoc Dues	PY01016	31.81	2615/1201016		00077513	08/10/2012
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 8/4/12 PD DATE 8/10/12	0048-2176 PCEA/OCEA Assoc Dues	PY01016	2.40	2615/1201016		00077513	08/10/2012
<b>Vendor Total:</b>					<b>76.00</b>				
MW OH	PEREZ, LETICIA V0006450	DEPOSIT REFUND-WHITTEN	100000-4385 / 79195-4385 Facility Rental	TK0813C	150.00	81104		00077568	08/21/2012

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MW OH	PETE'S ROAD SERVICE INC V000767	TIRE REPAIRS	433658-6301 Special Department Supplies	<b>Vendor Total:</b> TK0813C	150.00 51.72 679041	P07149	00077569	08/21/2012
MW OH	PLACENTIA CHAMBER OF C AWARDS CEREMONY-HICKS,SMIP V000772		103040-6245 Meetings & Conferences	<b>Vendor Total:</b> TK0813C	51.72 60.00 072612	P07327	00077570	08/21/2012
MW OH	PLACENTIA POLICE MANAC V000839	P/E 7/21/12 PD DATE 7/27/12	0010-2180 Police Mgmt Assn Dues	<b>Vendor Total:</b> PY01012	60.00 921.97 2625/1201015		00077404	07/27/2012
MW OH	PLACENTIA POLICE MANAC V000839	P/E 8/4/12 PD DATE 8/10/12	0010-2180 Police Mgmt Assn Dues	PY01016	921.97 2625/1201016		00077514	08/10/2012
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 7/21/12 PD DATE 7/27/12	0010-2178 Placentia Police Assoc Dues	<b>Vendor Total:</b> PY01012	1,843.94 2,940.11 2620/1201015		00077405	07/27/2012
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 7/21/12 PD DATE 7/27/12	0050-2178 Placentia Police Assoc Dues	PY01012	94.70 2620/1201015		00077405	07/27/2012
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 8/4/12 PD DATE 8/10/12	0010-2178 Placentia Police Assoc Dues	PY01016	2,940.11 2620/1201016		00077515	08/10/2012
MW OH	PLACENTIA POLICE OFFICE V003519	P/E 8/4/12 PD DATE 8/10/12	0050-2178 Placentia Police Assoc Dues	PY01016	94.70 2620/1201016		00077515	08/10/2012
MW OH	PLACENTIA YORBA LINDA V000794	ENVELOPE PRINTING	431010-6230 Printing & Binding	<b>Vendor Total:</b> TK0813C	6,069.62 455.24 310070	P07122	00077571	08/21/2012
MW IP	PRINCIPAL LIFE V008141	AUG DENTAL PREMIUMS	395000-4720 ISF Dental Ins Reimbursement	<b>Vendor Total:</b> ITK0815B	455.24 603.68 AUGUST 12		00077638	08/15/2012
MW IP	PRINCIPAL LIFE V008141	AUG DENTAL PREMIUMS	395083-5162 Dental Insurance Premiums	ITK0815B	670.72 AUGUST 12		00077638	08/15/2012
MW IP	PRINCIPAL LIFE INSURANC V008141	AUG LIFE INSURANCE PREMIUMS	103040-5163	<b>Vendor Total:</b> ITK0807A	1,274.40 244.32 AUGUST 2012		00077431	08/08/2012

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	V000844		Life Insurance Premiums						
MW IP	PRINCIPAL LIFE INSURANC V000844	AUG LIFE INSURANCE PREMIUMS	103650-5163 Life Insurance Premiums	ITK0807A	234.87	AUGUST 2012		00077431	08/08/2012
MW IP	PRINCIPAL LIFE INSURANC V000844	AUG LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	ITK0807A	126.23	AUGUST 2012		00077431	08/08/2012
MW IP	PRINCIPAL LIFE INSURANC V000844	AUG LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	ITK0807A	86.73	AUGUST 2012		00077431	08/08/2012
MW IP	PRINCIPAL LIFE INSURANC V000844	AUG LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	ITK0807A	433.81	AUGUST 2012		00077431	08/08/2012
				<b>Vendor Total:</b>	<b>1,125.96</b>				
MW OH	PRUITT, EMILY V008486	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813C	50.00	81309		00077572	08/21/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW IP	PUBLIC SAFETY SYSTEMS I V000820	SOFTWARE SUPPORT SVCS-ICIS R	103043-6099 / 50080-6099 Other Professional Services	ITK0808B	12,495.00	4165	P07188	00077458	08/08/2012
MW IP	PUBLIC SAFETY SYSTEMS I V000820	SOFTWARE SUPPORT SVCS-CAD S	103043-6099 / 50080-6099 Other Professional Services	ITK0808B	36,582.00	4165	P07188	00077458	08/08/2012
MW IP	PUBLIC SAFETY SYSTEMS I V000820	SOFTWARE SUPPORT-ICIS FIELD	103043-6099 / 50080-6099 Other Professional Services	ITK0808B	9,925.00	4165	P07188	00077458	08/08/2012
MW IP	PUBLIC SAFETY SYSTEMS I V000820	SOFTWARE SUPPORT-RESPONSE I	103043-6099 / 50080-6099 Other Professional Services	ITK0808B	9,375.00	4165	P07188	00077458	08/08/2012
MW IP	PUBLIC SAFETY SYSTEMS I V000820	SOFTWARE SUPPORT SVCS-REPLI	103043-6099 / 50080-6099 Other Professional Services	ITK0808B	1,985.00	4165	P07188	00077458	08/08/2012
				<b>Vendor Total:</b>	<b>70,362.00</b>				
MW OH	PUBWORKS V007978	PW SOFTWARE SUPPORT/MAINT	422023-6136 Software Maintenance	TK0813C	3,105.00	166-002	P07364	00077573	08/21/2012
				<b>Vendor Total:</b>	<b>3,105.00</b>				
MW OH	QUACH, HUY V008480	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	TK0813C	75.00	81669		00077574	08/21/2012
MW OH	QUACH, HUY	SWIM CLASS REFUND	100000-4340 / 79510-4340	TK0813C	55.00	81670		00077574	08/21/2012

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	V008480		Recreation Programs						
MW OH	QUARTERMASTER UNIFORMS PATROL V005761		103041-6360 Uniforms	TK0813C	130.00				
				<b>Vendor Total:</b>	<b>130.00</b>				
MW OH	QUARTERMASTER UNIFORMS PATROL V005761		103041-6360 Uniforms	TK0813C	468.04	R503389400016	P07206	00077575	08/21/2012
				<b>Vendor Total:</b>	<b>468.04</b>				
MW OH	QUARTERMASTER UNIFORMS PATROL V005761		103041-6360 Uniforms	TK0813C	47.39	R503389501011	P07206	00077575	08/21/2012
				<b>Vendor Total:</b>	<b>47.39</b>				
MW OH	QUARTERMASTER UNIFORMS PATROL V005761		103041-6360 Uniforms	TK0813C	190.67	R503389801015	P07206	00077575	08/21/2012
				<b>Vendor Total:</b>	<b>190.67</b>				
MW OH	QUARTERMASTER UNIFORMS PATROL V005761		103041-6360 Uniforms	TK0813C	260.11	R503389900015	P07206	00077575	08/21/2012
				<b>Vendor Total:</b>	<b>260.11</b>				
MW OH	QUARTERMASTER UNIFORMS SUPPORT SVCS V005761		103043-6360 Uniforms	TK0813C	308.62	R503393100016	P07206	00077575	08/21/2012
				<b>Vendor Total:</b>	<b>308.62</b>				
MW OH	QUIROZ, WALTER V007388	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0813C	50.00	81623		00077576	08/21/2012
				<b>Vendor Total:</b>	<b>1,274.83</b>				
MW OH	QUIROZ, WALTER V007388	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0813C	100.00	81626		00077576	08/21/2012
				<b>Vendor Total:</b>	<b>100.00</b>				
MW IP	RADOMSKI, DAVID V002832	VIOLENT CRIME-REG.,MEALS	103042-6250 Staff Training	ITK0808B	185.00	145	P07384	00077459	08/08/2012
				<b>Vendor Total:</b>	<b>150.00</b>				
MW IP	REINKER, DANIEL V004860	ALCO SENSOR TRAINING-MILEAGE	103041-6250 Staff Training	ITK0808B	10.53	121	P07387	00077460	08/08/2012
				<b>Vendor Total:</b>	<b>185.00</b>				
MW IP	RELIANCE STANDARD LIFE V008214	AUG LTD/LIFE INSURANCE	0010-2186 Optional Life Insurance	ITK0808B	804.02	AUG 12		00077461	08/08/2012
				<b>Vendor Total:</b>	<b>10.53</b>				
MW IP	RELIANCE STANDARD LIFE V008214	AUG LTD/LIFE INSURANCE	395000-4730 ISF LTD Ins Reimbursements	ITK0808B	2,662.51	AUG 12		00077461	08/08/2012
				<b>Vendor Total:</b>	<b>804.02</b>				
MW IP	RELIANCE STANDARD LIFE V008214	AUG LTD/LIFE INSURANCE	395083-5163 Life Insurance Premiums	ITK0808B	741.27	AUG 12		00077461	08/08/2012
				<b>Vendor Total:</b>	<b>741.27</b>				

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MW IP	RELANCE STANDARD LIFE V008214	AUG LTD/LIFE INSURANCE	395000-4725 ISF Life Ins Reimbursements	ITK0808B	1,371.38	AUG 12		00077461	08/08/2012
			<b>Vendor Total:</b>		<b>5,579.18</b>				
MW IP	RIVERSIDE SHERIFFS DEPT V008103	BACKGROUND INVEST- R. MENEL	103041-6250 Staff Training	ITK0808B	201.00	8191	P07374	00077462	08/08/2012
			<b>Vendor Total:</b>		<b>201.00</b>				
MW IP	ROWE, KIRSTEN V008392	AUGUST MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077432	08/08/2012
MW OH	RUIZ, JOSE V003319	BOOT REIMBURSEMENT	103650-6360 Uniforms	TK0813C	50.00		P07392	00077577	08/21/2012
			<b>Vendor Total:</b>		<b>86.19</b>				
MW IP	SANCHEZ, DANYELLE V003402	AUGUST MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077433	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW IP	SCHWARTZ, MONIQUE V004447	AUGUST MONTHLY EXPENSES	102531-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077434	08/08/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	SERIGSTAD, ROGER V008526	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813C	50.00	81817		00077578	08/21/2012
			<b>Vendor Total:</b>		<b>50.00</b>				
MW OH	SESAC INC V008428	FY 12/13 MUSIC LICENSE	441573-6301 Special Department Supplies	TK0813C	50.00	3506753	P07372	00077579	08/21/2012
			<b>Vendor Total:</b>		<b>505.50</b>				
MW OH	SMITH, DONNA V001269	SUMMER INSTRUCTOR PAYMENT	104071-6060 / 79108-6060 Instructional Services	TK0813C	764.40	SUMMER 12	P07326	00077580	08/21/2012
			<b>Vendor Total:</b>		<b>764.40</b>				
MW IP	SMITH, WARD V002806	AUGUST MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	ITK0807A	50.00	AUGUST 12		00077435	08/08/2012

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MW OH	SO CAL PSD V003051	ANNUAL DUES	103043-6255 Dues & Memberships	<b>Vendor Total:</b> TK0813C	50.00		P07359	00077581	08/21/2012
MW OH	SOTELO, NANCY V008529	DEPOSIT REFUND-KRAEMER	100000-4385 / 79175-4385 Facility Rental	<b>Vendor Total:</b> TK0813C	35.00	120A		00077582	08/21/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	286560-6330 Electricity	<b>Vendor Total:</b> ITK0815B	100.00	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	103552-6330 Electricity	ITK0815B	7.81	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	431010-6330 Electricity	ITK0815B	25,372.56	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	0010-1220 Accts Rec/Plac Library Dist	ITK0815B	2,954.94	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	0010-1232 Accts Rec/Other Agencies	ITK0815B	12.40	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	431010-6330 Electricity	ITK0815B	367.87	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	0010-1228 AR/County of Orange	ITK0815B	12.38	072812		00077639	08/15/2012
MW IP	SOUTHERN CALIFORNIA EI V000910	JULY ELECTRIC CHARGES	0010-1224 AR/City of Fullerton	ITK0815B	112.85	072812		00077639	08/15/2012
MW OH	SPARKLETTIS V000967	WATER DELIVERY	431010-6301 Special Department Supplies	<b>Vendor Total:</b> TK0813C	57,610.11		P07113	00077583	08/21/2012
MW IP	SPRINT V006126	JULY PD RELAY SERVICES	431010-6215 Telephone	<b>Vendor Total:</b> ITK0815B	106.67	9507112100046		00077641	08/15/2012
				<b>Vendor Total:</b>	574.62				

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Warrant Register  
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	SPRINT V006533	JULY PD PHONE CHARGES	431010-6215 Telephone	ITK0815B	1,136.96	313574471-009		00077640	08/15/2012
				<b>Vendor Total:</b>	<b>1,136.96</b>				
MW IP	STAPLES ADVANTAGE V007323	OFFICE SUPPLIES	102020-6315 Office Supplies	ITK0815B	23.48	3178256851	P07403	00077642	08/15/2012
				<b>Vendor Total:</b>	<b>23.48</b>				
MW OH	STRICKER, VANESSA V008505	DEPOSIT REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813C	50.00	81561		00077584	08/21/2012
				<b>Vendor Total:</b>	<b>50.00</b>				
MW OH	SUNGARD PUBLIC SECTOR V005987	JULY IT SERVICES	422023-6136 Software Maintenance	TK0813C	5,275.00	51455	P07302	00077585	08/21/2012
MW OH	SUNGARD PUBLIC SECTOR V005987	AUG IT SERVICES	422023-6136 Software Maintenance	TK0813C	5,275.00	53071	P07302	00077585	08/21/2012
				<b>Vendor Total:</b>	<b>10,550.00</b>				
MW IP	T-MOBILE V004339	JULY CELL PHONE CHARGES	431010-6215 Telephone	ITK0815B	1,073.13	080212		00077643	08/15/2012
MW IP	T-MOBILE V004339	JULY CELL PHONE CHARGES	431010-6215 Telephone	ITK0815B	814.23	080312		00077643	08/15/2012
				<b>Vendor Total:</b>	<b>1,887.36</b>				
MW IP	TALX UC eXpress V002944	7/1-8/31 CLAIMS MANAGEMENT	404581-6025 Third Party Administration	ITK0807A	69.13	1098752A		00077436	08/08/2012
				<b>Vendor Total:</b>	<b>69.13</b>				
MW IP	TIME WARNER CABLE V004450	JULY-AUG CABLE CHARGES	431010-6215 Telephone	ITK0807A	1,302.89	072612		00077437	08/08/2012
MW IP	TIME WARNER CABLE V004450	JULY CABLE 10 MB CHARGES	431010-6215 Telephone	ITK0815B	1,822.06	080112		00077644	08/15/2012
				<b>Vendor Total:</b>	<b>3,124.95</b>				
MW IP	TRAINING INNOVATIONS IN V003664	SOFTWARE SUPPORT SUBSCRIPTI Other Purchased Services	103040-6299	ITK0808B	600.00	12-156	P07192	00077463	08/08/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	TURBO DATA SYSTEMS INC V001238	JULY CITATION PROCESSING	103041-6099 Other Professional Services	Vendor Total: TK0813C	600.00 1,149.30 19182	P07310	00077586	08/21/2012
MW IP	UNITED STATES POSTAL SE V001085	FALL/WINTER POSTAGE-QUARTEI	104070-6325 Postage	Vendor Total: ITK0807A	1,149.30 5,900.00 070512	P07078	00077439	08/08/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 7/21/12 PD DATE 7/27/12	0037-2193 Charity	Vendor Total: PY01012	5,900.00 1.00 2635/1201015		00077406	07/27/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 7/21/12 PD DATE 7/27/12	0010-2193 Charity	PY01012	14.00 2635/1201015		00077406	07/27/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 8/4/12 PD DATE 8/10/12	0037-2193 Charity	PY01016	1.00 2635/1201016		00077516	08/10/2012
MW OH	UNITED WAY OF ORANGE C V001062	P/E 8/4/12 PD DATE 8/10/12	0010-2193 Charity	PY01016	14.00 2635/1201016		00077516	08/10/2012
MW IP	URBAN, ASHLEY V004861	VIOLENT CRIME-REG,MEALS	103043-6250 Staff Training	Vendor Total: ITK0808B	30.00 210.00 816	P07383	00077464	08/08/2012
MW IP	US BANK V001073	TRUSTEE FEES 2009 WORKING CA	105525-6030 Trustee Fees	Vendor Total: ITK0815B	210.00 2,500.00 3181452	P07421	00077645	08/15/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0010-2126 Employee PARS/ARS W/H	Vendor Total: ITK0807A	2,500.00 1,571.70 71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0043-2126 Employee PARS/ARS W/H	ITK0807A	108.82 71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0048-2131 Employer PARS/ARS Payable	ITK0807A	19.83 71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0042-2131 Employer PARS/ARS Payable	ITK0807A	6.86 71212A		00077438	08/08/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0048-2126 Employee PARS/ARS W/H	ITK0807A	19.83	71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0042-2126 Employee PARS/ARS W/H	ITK0807A	6.86	71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0010-2131 Employer PARS/ARS Payable	ITK0807A	1,571.70	71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/7 PD 7/13	0043-2131 Employer PARS/ARS Payable	ITK0807A	108.82	71212A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/21 PD 7/27	0043-2126 Employee PARS/ARS W/H	ITK0807A	120.46	72712A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/21 PD 7/27	0010-2131 Employer PARS/ARS Payable	ITK0807A	1,485.39	72712A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/21 PD 7/27	0043-2131 Employer PARS/ARS Payable	ITK0807A	120.46	72712A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/21 PD 7/27	0010-2126 Employee PARS/ARS W/H	ITK0807A	1,485.39	72712A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/21 PD 7/27	0048-2126 Employee PARS/ARS W/H	ITK0807A	22.66	72712A		00077438	08/08/2012
MW IP	Union Bank PARS #674602240 V006596	PARS/ARS P/E 7/21 PD 7/27	0048-2131 Employer PARS/ARS Payable	ITK0807A	22.66	72712A		00077438	08/08/2012
				<b>Vendor Total:</b>	<b>6,671.44</b>				
MW OH	VANTAGEPOINT TRANSFER P/E 7/21/12 PD DATE 7/27/12 V007191		0048-2170 Deferred Comp Payable - ICMA	PY01012	12.46	2606/1201015		00077407	07/27/2012
MW OH	VANTAGEPOINT TRANSFER P/E 7/21/12 PD DATE 7/27/12 V007191		0010-2170 Deferred Comp Payable - ICMA	PY01012	473.90	2606/1201015		00077407	07/27/2012
MW OH	VANTAGEPOINT TRANSFER P/E 7/21/12 PD DATE 7/27/12 V007191		0037-2170 Deferred Comp Payable - ICMA	PY01012	17.06	2606/1201015		00077407	07/27/2012
MW OH	VANTAGEPOINT TRANSFER P/E 7/21/12 PD DATE 7/27/12 V007191		0029-2170 Deferred Comp Payable - ICMA	PY01012	8.31	2606/1201015		00077407	07/27/2012
MW OH	VANTAGEPOINT TRANSFER P/E 8/4/12 PD DATE 8/10/12 V007191		0029-2170 Deferred Comp Payable - ICMA	PY01016	8.31	2606/1201016		00077517	08/10/2012

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT V007191	TRANSFER P/E 8/4/12 PD DATE 8/10/12	0037-2170 Deferred Comp Payable - ICMA	PY01016	17.06	2606/1201016		00077517	08/10/2012
MW OH	VANTAGEPOINT V007191	TRANSFER P/E 8/4/12 PD DATE 8/10/12	0010-2170 Deferred Comp Payable - ICMA	PY01016	473.90	2606/1201016		00077517	08/10/2012
MW OH	VANTAGEPOINT V007191	TRANSFER P/E 8/4/12 PD DATE 8/10/12	0048-2170 Deferred Comp Payable - ICMA	PY01016	12.46	2606/1201016		00077517	08/10/2012
			<b>Vendor Total:</b>		<b>1,023.46</b>				
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0813C	223.05	102915	P07334	00077587	08/21/2012
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0813C	223.78	105877	P07334	00077587	08/21/2012
MW OH	VULCAN MATERIALS COMI V001102	PAVING ASPHALT	103652-6301 Special Department Supplies	TK0813C	223.05	788823	P07334	00077587	08/21/2012
			<b>Vendor Total:</b>		<b>669.88</b>				
MW OH	WEST COAST ARBORISTS IN V001124	JULY CITY TREE TRIMMING SVCS	103655-6115 Landscaping	TK0813C	52,938.00	81479	P07362	00077588	08/21/2012
			<b>Vendor Total:</b>		<b>52,938.00</b>				
MW IP	WRIGHT EXPRESS V007269	JULY FLEET GAS CHARGES	433658-6345 Gasoline & Diesel Fuel	ITK0807A	1,343.23	30119656	P07141	00077440	08/08/2012
			<b>Vendor Total:</b>		<b>1,343.23</b>				
MW OH	WUNDERLICH, RONDOLF V007795	FACILITY REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813C	95.00	81659		00077589	08/21/2012
MW OH	WUNDERLICH, RONDOLF V007795	FACILITY REFUND-TRI CITY	100000-4385 / 79188-4385 Facility Rental	TK0813C	40.00	81660		00077589	08/21/2012
			<b>Vendor Total:</b>		<b>135.00</b>				
MW OH	YANG, JOSHUA V008514	DEPOSIT REFUND-BACKS	100000-4385 / 79161-4385 Facility Rental	TK0813C	150.00	81624		00077590	08/21/2012
			<b>Vendor Total:</b>		<b>150.00</b>				
MW IP	YORBA LINDA WATER DIST V001148	JULY WATER CHARGES	431010-6335 Water	ITK0815B	2,334.88	072312		00077646	08/15/2012
			<b>Vendor Total:</b>		<b>2,334.88</b>				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Vendor Total:	2,334.88				
MW IP	YORBA LINDA WATER DISI V006633	JULY SEWER CHARGES	484356-6297 Billing Services	ITK0815B	250.00	JULY 12		00077647	08/15/2012
				Vendor Total:	250.00				
MW OH	YORBA REGIONAL ANIMAL V008472	K-9 MEDICATION-FALKON,HABO	103041-6301 Special Department Supplies	TK0813C	613.20	515685	P07357	00077591	08/21/2012
				Vendor Total:	613.20				
				Type Total:	543,650.43				
				Warrant Total:	561,090.07				



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: AUGUST 21, 2012

SUBJECT: **RECOMMENDATION TO APPROVE AWARD OF CONTRACT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES**

**FINANCIAL**

IMPACT: EXPENSE: NOT TO EXCEED \$164,620  
BUDGETED IN: (ACCOUNT #: 103652-6099)

**SUMMARY:**

The City operates and maintains fifty-seven (57) signalized intersections and a variety of related equipment. The City issued a Request for Proposal, or RFP, in early July and received proposals on July 25, 2012, from three (3) contractors. This action will award an agreement to Republic ITS, Inc., for citywide traffic signal maintenance services for a contract term of three (3) years with the City retaining the option to extend the agreement period for an additional term up to a maximum of three (3) additional years.

**RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Award an agreement, in a form approved by the City Attorney, to Republic ITS, Inc., for traffic signal maintenance services, and
2. Authorize the City Administrator to sign the required documents in a form approved by the City Attorney.

**DISCUSSION:**

The City maintains 57 signalized intersections. This includes intersections with additional signal equipment used in connection with the Railroad Quiet Zone Supplemental Safety Measures, traffic signal synchronization projects, and intersections utilizing battery back-up systems. The City has contracted with Computer Service Company since 1994. Traffic signal maintenance costs are comprised of routine maintenance and emergency repair or response. Routine maintenance generally covers monthly inspection of the equipment, cleaning, preventive maintenance, and testing of the various equipment components. Payment for this service is based on a fixed monthly rate per intersection. Emergency repair or response includes the unanticipated repairs that are necessary from time to time and are compensated on a time and

Traffic Signal Maintenance Services Award Of Contract

August 21, 2012

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material basis. The City's contract with Computer Service Company has expired and the City is currently on a month to month basis with them. In July the City issued a Request for Proposal (RFP) to qualified firms. A total of three (3) proposals were received. City Staff conducted a comprehensive review of each proposal and evaluated all proposals on the contractor's understanding of the work, work plan, references from municipal contacts, capabilities of company and proposed staff and fee. The following table lists proposal ranking and the proposed monthly fee for routine maintenance.

Consultant	Ranking	Proposed Monthly Fee For Routine Maintenance
Republic ITS	1	\$8,522.00
*Aegis ITS, Inc.	2	\$8,308.00
Computer Service Company	3	\$8,334.00

\*Contractor requested to remove proposal after realizing an item was incorrectly bid that would significantly change the monthly routine maintenance fee.

Based on merits contained in the written proposal and verified references, Republic ITS, Inc. is recommended for Council approval. The company's experience, references, and knowledge of traffic signal equipment is considered to be a significant benefit to the City. Republic ITS is a large company that maintains traffic signals in over 200 communities across California. The City will benefit by having more resources available to handle unique situations. Republic ITS has its main office located nearby in the City of Anaheim and includes laboratories and a regional repair facility, which allows for quick responses to emergency situations. The City will also be able to utilize modern information technology for customer account management and maintenance tracking unique to Republic ITS.

The contractor proposing the lowest monthly fee requested their proposal be removed from consideration once it was determined a bid item was misrepresented and appeared significantly lower than the cost to actually provide the services. The term of the contract is three (3) years with the City retaining the option to extend the agreement period for an additional term up to a maximum of three (3) additional years.

**FISCAL IMPACT:**

Funding for this project is proposed in the Fiscal Year 2012/2013 general fund budget, account number: 103652-6099.

Submitted by:



Steve Drinovsky  
Director of Public Works

Reviewed and approved:



Troy L. Butzlaff, ICMA-CM  
City Administrator

Attachments: As Stated

**CITY OF PLACENTIA  
MAINTENANCE SERVICES AGREEMENT**

This Agreement is made and entered into this 21st day of August, 2012, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Republic ITS, Inc., a Corporation (hereinafter "CONSULTANT").

**A. Recitals.**

(i) CITY requires maintenance services pertaining to Traffic Signal Maintenance Services ("Work" hereinafter).

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

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

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

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

**B. Agreement.**

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

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

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

**2. Term & Time of Completion:** (a) The time for completion of the services is an essential condition of this Agreement. The contract term is for three (3) years with the City retaining the option to extend the agreement period for an additional term up to a maximum of three (3) additional years.

The Contractor's performance will be formally reviewed on an annual basis. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay.

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

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

**3. Payment for Services:** (a) For the services and work rendered pursuant to this Agreement, CONSULTANT shall be compensated and reimbursed in accordance with the provisions of the Scope of Work attached hereto as Exhibit "B", Cost Proposal, and is incorporated herein by reference. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "B" either with respect to hourly rates or lump sum amounts for individual tasks.

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

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

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

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

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

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

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

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

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

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY

pursuant to Section 3 and shall provide to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

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

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

**8. Notices and Designated Representatives:** (a) 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: Republic ITS, Inc.  
1266 La Loma Circle  
Anaheim, CA 92806  
Attention: Steven Teal

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

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

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

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

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

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

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

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

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

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities,

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

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

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

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

**11. Licenses/Certifications:** (a) At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses

or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

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

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

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

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

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

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

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

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

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the

opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

**15. Independent Contractor:** (a) 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.

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

**17. Attorney's Fees:** (a) 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.

**18. Authority to Execute:** (a) 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.

**19. Entire Agreement:** (a) 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 OF PLACENTIA

\_\_\_\_\_  
City Administrator

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

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



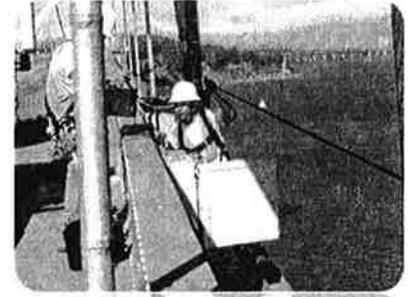
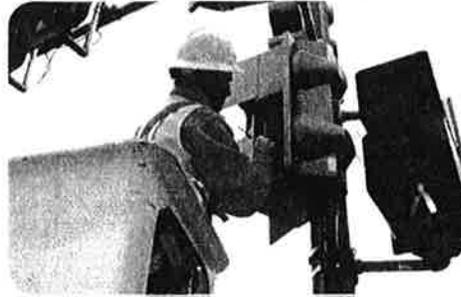
**Republic ITS**  
Intelligent Transportation Services  
A Siemens business

**SIEMENS**

**Local Government Solutions**

Helping our communities become Vibrant, Growing and Green

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**Request for Proposal**

**Traffic Signal Maintenance Services**

**July 25, 2012**





# Republic ITS

Intelligent Transportation Services  
A Siemens business

July 25, 2012

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

**RE: Proposal to Provide Traffic Signal Maintenance Services**

Dear Mr. McConaha,

Republic Intelligent Transportation Services, Inc. welcomes the opportunity to submit this proposal for Traffic Signal Maintenance Services. The prices and terms stated will remain in effect for 90 calendar days from the date of submission, July 25, 2012.

Republic ITS is an electrical contracting, transportation engineering, civil engineering, and electrical engineering firm which was founded in 1991. We are now a wholly-owned subsidiary of Siemens Industry, Inc. We are a California licensed and bonded Class A, C-10, C-31 and C-61/D-31 contractor (CA License #647154). Our company specializes in construction and maintenance of traffic signals, streetlights and associated equipment. Republic ITS's national staff of more than 320 employees includes an array of professional engineers and technicians with International Brotherhood of Electrical Workers (IBEW), IMSA and numerous industry manufacturer and systems certifications.

I will be the person authorized to represent the firm. My information is as follows:

Steven Teal, Regional Manager  
1266 N. La Loma Circle  
Anaheim, CA 92806  
Tel: (714) 630-2100  
Cell: (174) 497-5043  
Email: Steven.teal@siemens.com

Republic ITS takes pride in providing complete solutions to all traffic signal maintenance projects. Knowledgeable and qualified personnel, fast response times and innovation in the traffic signal and streetlight business are priorities of our organization. This is highlighted by our broad experience, outstanding field staff, and our commitment to providing exceptional customer service.

Respectfully,

Steven Teal  
Regional Manager

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## COMPANY OVERVIEW

Republic ITS, a Siemens business is a corporation and wholly-owned subsidiary of Siemens Industry, Inc. Siemens is a global powerhouse in electronics and electrical engineering, operating in the fields of industry, energy, and healthcare as well as providing infrastructure solutions, primarily for cities and metropolitan areas.

Founded more than 150 years ago, Siemens stands for technological excellence, innovation, quality, and reliability. The company is the world's largest provider of environmental technologies and holds the answers to the challenges of growing global population, urbanization, climate change, and resource conservation. Siemens employs over 400,000 individuals globally and our worldwide revenues exceed \$100 billion dollars annually.



Republic ITS, a Siemens business, is a leader in the Intelligent Traffic Solutions market in the U.S. Siemens ITS is your partner to develop an intelligent, economical, and integrated solution that will increase the quality of life in your city by improving safety, energy efficiency, traffic-flow, and providing complete service and operations while generating capital that can be invested in additional infrastructure upgrades. With the most comprehensive portfolio of integrated transportation products, parking management solutions, E-vehicle infrastructure, services and solutions - -Siemens keeps America moving.

We provide intelligent solutions for the improvement of mobility, safety and environmental protection in road traffics. The range of services includes energy-efficient LED signals, scalable traffic computers, entire traffic control centers, and even satellite-based toll systems for intercity traffic. This range is complemented by e-vehicle charging infrastructure and parking space management solutions. In brief, Siemens ITS is focused on delivering what cities need most today, safe, reliable infrastructure solutions that help decrease costs, increase revenue, and have a positive environmental impact for the city and its citizens.

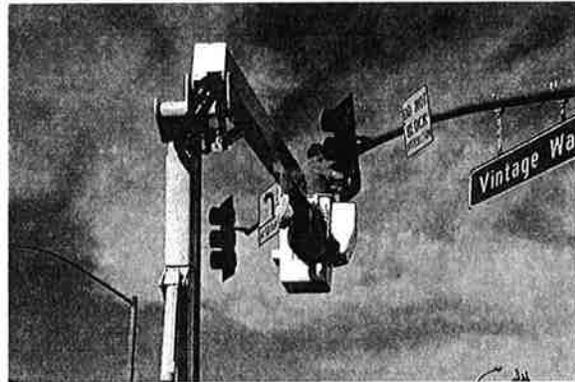
## QUALIFICATIONS

Republic ITS, a Siemens business, understands that the City of Placentia is soliciting proposals and pricing for traffic signal maintenance services. Republic ITS has a long history of providing maintenance services to numerous municipal agencies throughout the state. We are dedicated to meeting and exceeding the challenging public safety requirements associated with the traffic signal and streetlight maintenance industry. The professionalism of our services is reflected in the over 10,000 traffic signalized intersections and 400,000 streetlights we currently maintain under long-term agreements nationwide. We guarantee customer satisfaction for the services we provide.

We also currently:

- Maintain traffic signals in over 200 communities across California.
- Maintain streetlights in over 100 communities across Arizona, California, Texas and Massachusetts
- Provide engineering services for over 30 public agencies and private companies
- Have installed over half a million LED traffic signal retrofits across the United States
- Have installed \$60 M in energy efficient LED streetlight retrofits

As the leader in the private traffic signal and streetlight maintenance industry in California, Republic ITS is able to provide unparalleled expertise and outstanding value in traffic signal and street lighting related projects. Our strong partnerships established with a multitude of traffic signal and street lighting vendors, distributors, and wholesalers, gives us the ability to provide low-cost solutions to our customers.



Republic ITS understands the constant challenges of managing, maintaining, and effectively servicing sophisticated traffic signal and street lighting systems. With an extensive staff of IMSA-certified traffic signal technicians, electricians, laborers and registered Professional Engineers, we believe Republic ITS will provide the best possible service to the City of Placentia.

#### **OFFICE LOCATIONS**

Our **Anaheim**, office will be responsible for serving the City of Placentia. Anaheim is Republic ITS's Southern California regional headquarters and its largest office. It is located at 1266 N. La Loma Circle, Anaheim, California just a few miles from Placentia. This facility houses all materials and equipment necessary to maintain traffic signals, streetlights and related projects for all of Southern California. Our Anaheim facility also houses our Southern California laboratory facility. The laboratory provides in house electrical testing and repair services which allows Republic ITS to benefit from immediate test results obtained independently from manufacturers.

**Riverside, CA.** In addition to the Anaheim office, Republic ITS has an office location at 2240 Business Way in the City of Riverside, California.

**El Cajon, CA:** Republic ITS's San Diego office is located at 1820 John Towers Avenue in El Cajon, California. This facility houses all materials and equipment necessary to maintain electrical systems, traffic signals, streetlights and perform related projects for the San Diego area.

**Novato, CA:** Republic ITS's Novato office is located at 371 Bel Marin Keys Blvd, Novato, California approximately 30 minutes North of San Francisco. The corporate staff supports all field offices and operations including training, safety, purchasing, and accounting.

## FINANCIAL STABILITY

Republic ITS is a wholly owned subsidiary of Siemens Industry, Inc. (SII). SII is a subsidiary member of the Siemens, A.G. corporate group, a multi-national, multi-billion dollar company listed on the New York Stock Exchange. As such, Siemens, A.G. files consolidated financial reports with the US Securities & Exchange Commission. A copy of Siemens, A.G. most recent annual report can be found at [www.siemens.com](http://www.siemens.com) through "Investor Relations". All required financial reports and filings are available at the SEC's website <http://sec.gov/edgar.shtml>

## EQUIPMENT

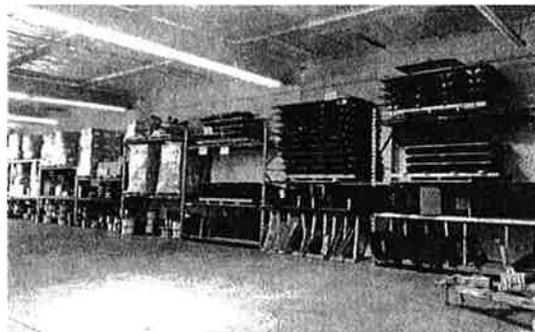
Republic ITS owns and operates approximately 150 service vehicles of various types and sizes within California. More than half of those trucks are located in Southern California. To help ensure safety, Republic ITS uses hydraulic "bucket" trucks with aerial lifts which are Occupational Safety and Health Administration (OSHA) approved, inspected and certified as required by law. All drivers are trained through the Sentry Program for Insulated Devices.

Republic ITS employees working for the City will be equipped with the necessary communications devices in order to communicate with City employees with ease. Our crews assigned to the City of Placentia will possess a digital camera, cellular phone and a laptop to access, send, and receive real-time information.

## INVENTORY

Republic ITS maintains an extensive inventory of traffic signal and streetlight equipment including controllers, cabinets, load switches, signal heads, poles, LED lamps, luminaries, service cabinets and other miscellaneous parts. This extensive inventory combined with our vast experience and testing facilities enable Republic ITS to repair or replace damaged equipment expeditiously and professionally.

Republic ITS employees will be equipped with all spare parts necessary to place a signal system back in operation for ordinary trouble calls, including sensing devices for induction loop detectors. No permanent or temporary change of controller mechanisms will be done without prior approval of the City except in case of an emergency. Republic ITS will notify the City that the equipment was removed and replaced with approved spare equipment.



Inventory levels are maintained in order to accommodate each individual Agency's needs. Republic ITS continually monitors and modifies inventory levels as required by current maintenance and repair.

## TESTING SERVICES

Republic ITS has laboratories and regional repair facilities that are available to the City of Placentia to test, repair and certify their traffic signal components. We have a large testing facility in Anaheim. We specialize in controller /cabinet system testing to support services including: controller repair and conflict monitor/ CMU/MMU testing and certification. Our facilities service all types and brands of traffic signal control equipment including Cal Standard, NEMA TS-1 and TS-2 and ITS equipment. Republic ITS's laboratory personnel includes degreed IMSA certified traffic signal technicians and certified Electricians. Our Field technicians perform all traffic signal related tasks with decades of cumulative traffic signal test and repair experience. We maintain the state of the art electronic servicing equipment.

### Fiber Optic Repair, Installation, Maintenance Services

Republic ITS has a dedicated fiber optic placement, troubleshooting, and emergency repair team available for the City of Placentia. The team is fully equipped to perform OTDR testing, fusion splicing, and any documentation needs for the City. Republic ITS is currently a fiber optic systems and CCTV maintenance provider for Caltrans.

Republic ITS owns the following equipment used for various ITS components-

- MMU/CMU Test and Certification Equipment for all Standard monitors
- Backup Battery Capacity Analyzation and Testing Equipment
- LED lumens Testers/various brands

## EMERGENCY SERVICE AND 24 HOUR PHONE ACCESS

Republic ITS will respond to emergency requests and reports of damaged traffic signals within one hour (1 hours) during regular business hours and 2 hours within non-working hours, weekends and holidays. Emergency repairs shall constitute work made necessary to return a traffic signal to proper operation following a device malfunction, failure, loss of indication, accident damage, construction damage, or any other emergency situation. Photos will be taken of any damage and submitted with a written report summarizing the results of examinations and inspection.

Reports of traffic signal or Streetlight problems can be initiated by calling our 24 hour number any time, day or night: **1-800-LIGHTS-ON**.

Republic ITS will provide temporary emergency replacements of an acceptable type to the City in the event of a knockdown, until permanent repairs can be made. Permanent replacement of equipment will not be made until written approval from the City of Placentia is received by Republic ITS.

All emergency service calls will be recorded onto the inspection log located in each traffic signal controller cabinet indicating all emergency work performed.

Republic ITS technicians responding to the report of a black-out will be equipped with the traffic control equipment such as traffic cones, arrow boards and warning signs necessary to make the intersection safe until signal repairs can be made.

## **MAINTENANCE RECORDS**

Republic ITS will maintain a record of all service calls and work performed for the City of Placentia. All proposed forms will be submitted to the City for its approval prior to use. A copy of all current operation records will be kept at each intersection as well as Republic ITS offices. Two monthly reports, providing a complete record of all work performed on the City's traffic signal facilities and a status of pending work orders will be attached to each monthly invoice. Republic ITS will also be responsible for maintaining copies of the City records for performing underground marking of facilities.

## **WARRANTY**

Republic ITS will be responsible for making contact between equipment manufacturers and City staff when service is needed during the warranty period. Republic ITS will remain in contact with the City to ensure their satisfaction. Republic ITS will warrant all work performed and materials installed for a 12 month period in addition to the manufacturer's warranty.

## **INFORMATION TECHNOLOGY**

Our emphasis on utilizing technology in our maintenance operations has given us a considerable advantage in the maintenance industry. Our proprietary software, developed in-house, represents the forefront of customer account management and maintenance tracking in our industry.

Republic ITS employs a Daily Maintenance Approach vs. Weekly Batch Approach and will be in the area daily. Reports of traffic light problems can be initiated and resolved quickly.

We recognize that speed, efficiency, and comprehensive service are the keys to customer satisfaction in our industry. With this in mind, we are constantly seeking innovative ways to improve our service delivery. Republic ITS is proud to present a detailed description of PLATO and WiRE (Wireless Republic ITS), our computerized traffic signal maintenance and inventory/bar-coding management system. These two applications represent what we believe to be the forefront of customer account management and maintenance tracking in our industry.

PLATO is Republic ITS's primary maintenance tracking and account management application, comprised of a detailed and flexible database system. It handles detailed project management, contractual information, and scheduling of both service requests and scheduled maintenance. It is the information backbone of Republic ITS, Inc. and our investment in providing the best possible service to our customers.

WiRE is our field access to PLATO, allowing our service crews to access real-time information and scheduling using Microsoft Pocket PC devices. Service response information is transmitted in real-time back to PLATO, allowing monitoring of service status and inventory information.

PLATO was developed to provide rapid access to service requests, maintenance scheduling, and detailed work histories. Based on Microsoft's web application framework, PLATO is available to any workstation with access to Republic ITS intranet. This provides maximum flexibility in Plato's deployment, making it available to any internal computer with a browser.

The information handled by PLATO includes:

- Service Request Management and Scheduling, including time stamping and dispatching
- Scheduled Maintenance Management and Scheduling
- Streetlight Details, including inventories of equipment, maps, etc
- Detailed Service Descriptions, allowing us to tailor the service rendered in the field to the precise specifications of the City
- Agency Information Management, including contacts, billing information, etc
- Contractual Information, including frequencies of scheduled maintenance, contract periods, "Not to Exceed" limits, etc
- Internal communications, such as pertinent notes, etc
- Report Generation, including invoices, materials use, etc
- Inventory control, including real-time tracking of available and installed equipment

Information available to view or download through the Customer Extranet includes:

- Real-time status of Scheduled Maintenance and Service Request calls
- Real-time Streetlight Inventories
- Real-time Equipment Inventories
- Streetlight maintenance histories, maps, digital photographs
- Account information, such as contacts and billing

WiRE allows our technicians in the field access to an array of useful data. Maintenance histories for the streetlight, inventory bar-coding & scanning, digital photographic documentations: all contribute to a quicker, more successful visit from a Republic ITS streetlight technician. In addition, our scheduled maintenance activities and responses to service requests are documented on-site utilizing our hand-held devices, including documentation noting any other needed repair work. WiRE also functions as a dispatching tool; once a service request is dispatched to a technician, relevant information concerning the nature of the call and the streetlight is immediately available.

The most important aspect of the applications described above is the flexible nature of their use and their future development. Republic ITS can work with the City of Placentia to customize the applications to maximize their usefulness and provide the level of service the City of Placentia desires. This flexibility includes types of information collected or viewable, downloading of information, visual representation, means of access, or other conveniences the City wishes.

## **SCOPE OF WORK**

Republic ITS will provide a comprehensive routine scheduled maintenance, extraordinary, emergency repairs and technical support to the City's fifty-seven (57) traffic signal systems (52 Non-Quiet Zone Locations & 5 Quiet Zone Locations), two (2) flashing beacons, and one (1) speed feedback sign. Republic ITS's program is designed to eliminate or reduce incidences of malfunctions, complaints, and extend the useful life of the City's traffic signal equipment. The program includes periodic inspection, testing, recordkeeping, cleaning, repair, and replacement of equipment.

Michael Hutchens will be the Project Manager serving the City of Placentia. He will be responsible for maintaining communication with the City regarding daily operation and maintenance of all traffic signal equipment. We will furnish temporary replacement traffic signal controllers, preemption units, detector amplifiers, conflict monitors, video detection systems, uninterruptible power supplies, etc. as the need arises. Our crews will not change the traffic signal timing without direction from City staff.

Republic ITS will perform the maintenance inspections desired by the City of Placentia. Items performed in the Monthly Maintenance checks will also be performed in the quarterly, semi-annual and annual checks.

### **MONTHLY INSPECTIONS**

The monthly inspection of each signalized intersection will include the following:

- Walk the intersection and visually inspect all signal heads and video detectors. Depress all pedestrian push buttons and observe proper timing. Report observed problems to the City.
- Furnish and replace all standard LED signal modules as they become non-functional (at the agreed upon unit price).
- Examine functioning of controller in relations to traffic.
- Inspect, clean and adjust controller, cabinet assembly, and video detection camera and battery backup system as necessary.
- Observe and check for proper operation of detector loops and amplifiers
- Inspect all relays, switches and terminals
- Check and adjust fan operation. Check filter. Clean and vacuum. Examine cabinet exterior for water, excessive dampness and plant or animal intrusion
- Inspect battery backup system
- Manually record inspection date and time in controller cabinet and send written confirmation to City.

The monthly inspection of City's signal system will include the following:

- Make nighttime drive through to visually inspect for malfunctions of traffic signals, illuminated street name signs and highway safety lights.
- Observe and check flashing beacons for proper operation and for missing or damaged equipment.
- Observe and check the permanent speed feedback sign for proper operations.

### **QUARTERLY INSPECTIONS**

The quarterly inspection (which includes the monthly inspection) shall include at a minimum:

- Check signal timing settings and match with timing sheet found in controller cabinet.
- Visually inspection roadway along loop detectors for exposed wires, cracks and potholes. Fix as necessary.
- Make minor repairs to controller, monitor and other equipment as needed.
- Check operation of City-owned battery backup system and batteries.
- Manually record inspection date and time in controller cabinet and send written confirmation to City.

## SIX MONTH INSPECTIONS

The six month inspection (in addition to monthly and quarterly) shall include at a minimum:

- Replace air filter elements
- Check ground rod clamps and wire
- Check for all cabinet documentation
- Check operation of fan and thermostat
- Check operation of ground fault receptacle
- Visually check integrity of splices
- Manually record inspection date and time in controller cabinet and send written confirmation to City.

## ANNUAL PREVENTATIVE MAINTENANCE

The annual preventative maintenance (in addition to monthly, quarterly and 6-month inspection) Shall include at a minimum:

- Clean and polish all traffic signal and video camera lenses (at an agreed upon price). ***We would like the opportunity to discuss this item with the City.***
- Check weatherproof gaskets on controller cabinet
- Check duct sealant
- Lubricate hinges and locks on controller cabinets
- Check indicator lamps. Replace incandescent lamps
- Test and record illuminance of all LED lamps. Replace lamps that fail required levels (at an agreed upon price). ***We would like the opportunity to discuss this item with the City.***
- Open and inspect all pull boxes
- Check all connectors
- Check all detector extensions
- Manually record inspection date and time in controller cabinet and send written confirmation to City

We will also paint the traffic signal equipment at least once during the base 2 year contract. We will record date and time in controller cabinet and send information to the City.

## REFERENCES

Republic ITS has been extremely successful in retaining traffic signal, streetlight, and engineering customers due to our desire to offer the best possible customer service. Republic ITS has an exemplary customer service track-record highlighted by our well-qualified field personnel, knowledgeable customer service representatives, and proprietary detailed monthly reports. We understand what is required to maintain a community's electrical infrastructure and exceed our customer's expectations. The following is a list of some of Republic ITS's current traffic signal and streetlight maintenance customers. We welcome and encourage you to contact the agencies below to learn more about our company.

Client/Agency	Type of Work	Agency Contact Person	Telephone Number
<b>County of Orange</b> 333 W. Santa Ana Blvd Santa Ana, CA 92701	Traffic Signal Maintenance	Dan Richards, Field Supervisor-OC Public Works-Traffic	(714) 834-4502
<b>City of Costa Mesa</b> 77 Fair Drive Costa Mesa, CA 92628	Traffic Signal Maintenance	John Cox, Traffic Operations	(714) 754-5184
<b>City of Irvine</b> 6427 Oak Canyon, #3 Irvine, CA 92618	Traffic Signal Maintenance	Dave Flanagan, Supervising Traffic Systems Specialist	(949) 724-7684

Other notable projects include:



### Los Angeles County - Signal Modifications

Republic ITS was awarded a **\$2 Million** construction project contract that involves signal modifications at 50 intersections in Western Los Angeles County for the Anita Street Improvements. *Los Angeles County Contract: Donald Wolfe (626)458-5100*

**City of Irvine, California Signal Synchronization Project** – Republic ITS is currently under contract to handle all traffic signal maintenance and repair daily operations for the City of Irvine. In addition to the current contract, the City has awarded to Republic ITS numerous contracts as well as expanding the current contract to support and assist with the expansion of the City's already extensive fiber optic communication network. We have worked closely with the City to ensure minimal downtimes are met in order to have as little negative impact on traffic as possible during the construction process as well as maximum impact on relieving traffic congestion as the projects mature. *City of Irvine Contact: David Flanagan, Senior Project Manager (949) 724-7684*



**City of Irvine, Signal Upgrades Projects** – Republic ITS completed traffic signal upgrades for the City of Irvine on Irvine Boulevard, Bake Parkway, Alton Parkway, Culver Drive, Bonita Canyon and Harvard Avenue totaling over **\$2 million**. Upgrades included controller and cabinet change-outs, fiber and Ethernet communications, CCTV, video detection, inductive loops, conduit, SIC and extensive coordination by the City. *City of Irvine Contact: David Flanagan, Senior Project Manager (949) 724-7684*

**Orange County Transportation Authority** – Republic ITS was awarded the Orange County Transportation Authority contract to provide Call Box System Operations and Maintenance Services. This 5-year contract involves performing corrective and preventative maintenance services for 600 call boxes throughout the OCTA service area. We were unanimously chosen by the OCTA because of our extensive public entity experience, excellent maintenance system, qualified staff and lowest price. *OCTA Contact: Sue Zuhlke, Director, Motorist Services and Special Projects, (714) 560-5574*



**Caltrans Emergency Traffic Signal LED Retrofit for Five Counties in Southern California**

– Republic ITS was one of the only two contractors in California selected by Caltrans to respond to a RFP to install approximately 22,000 LED modules in signalized intersections throughout Southern California. Former Governor Gray Davis initiated this emergency project in order to quickly reduce electric load from the State electrical grid. Caltrans selected Republic ITS for the task of retrofitting all 22,000 LEDs in 60 days. *Caltrans Contact: Gonzalo Gomez, Senior Transportation Electrical Engineer (916) 654-2461*



**Caltrans District 4 – Weigh-in Motion & Electrical Repair for CHP Truck Inspection Facilities – On-Call**



– Republic ITS was awarded a contract to provide on-call electrical maintenance, troubleshooting and repair service for all state owned and California Highway Patrol occupied truck inspection facilities, platforms and scales throughout the nine county San Francisco Bay Area. We are responsible for providing service 24 hours per day, seven days per week. Examples of typical tasks included in this \$795,000 contract include repairs or replacement of changeable message signs, truck counters, height indicators, and communication and video systems, under truck lighting, pumps and controls. *Caltrans District 4 Contact: Gregory Klein, Deputy Regional Manager (415) 330-6556*

**Caltrans District 4 – On-Call Highway Streetlight Knockdown** – Republic ITS was recently awarded a \$1,784,000 two year project to provide all labor, equipment, tools, materials, and traffic control necessary to replace knocked down highway lighting standards and/or concrete foundations as needed in the counties of Marin, Sonoma, Napa, Contra Costa, Solano, Alameda, Santa Clara, San Mateo and San Francisco. Replacement of the damaged equipment includes installation of poles, mast arms, fixtures, lamps, fixtures, wires, pole numbers and incidentals as required. *Caltrans District 4 Contact: Gregory Klein, Deputy Regional Manager (415) 330-6556*



**Caltrans District 4 – On-Call Detection and Loop Replacement**

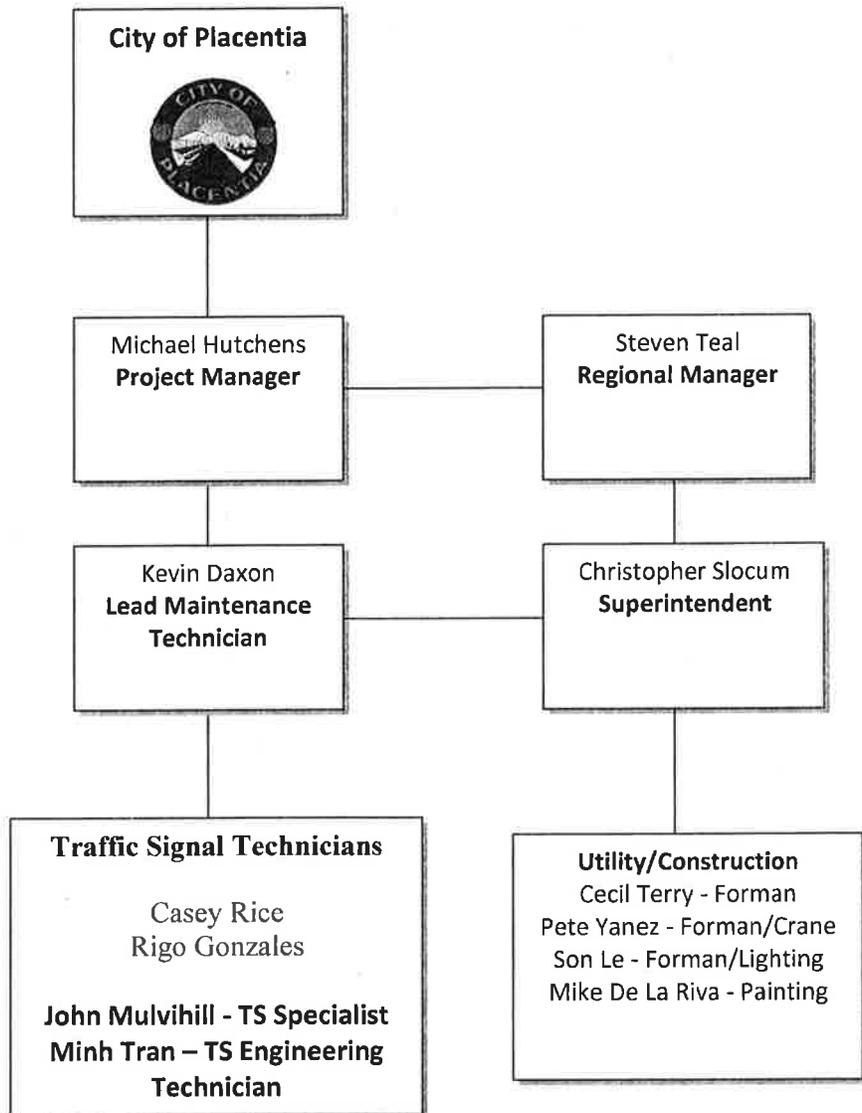


– In the last couple years, Republic ITS has been extremely successful at winning and completing on-call loop contracts throughout the state of California. Republic ITS currently has 2 year on-call loop installation contracts with Districts 2, 3, 4 and 11 totaling over \$3,000,000. The work includes testing and identifying faulty detection systems as well as installation of loops and count stations on freeway main lines, rural highways, arterial expressways, ramps and interchanges. The projects require extensive logistical coordination to successfully pull together such tasks as notifying the public in advance of the planned work, pre and post testing of the circuitry, night time operations and the various traffic controls. *Caltrans District 4 Contact: Gregory Klein, Deputy Reg. Mgr (415) 330-6556*

## PERSONNEL

Our proposed team offers unparalleled expertise with traffic signal and streetlight maintenance projects. This includes engineering, project management, maintenance, operations and installation and streetlight consulting.

### KEY PERSONNEL



**Mike Hutchens, Senior Project Manager, Primary Project Manager for the City of Placentia**

- Over 18 years experience in the traffic signal and streetlight maintenance industry
- **IMSA Level I, II & III Certified**
- **IMSA Work Zone Safety Certified**
- Extensive experience in both the technical and construction-related aspects of the traffic signal and streetlight maintenance industry
- Served as technical support for US Traffic Corp.
- Experience working with a variety of US Traffic Corp products
- Performed Y2K Controller upgrades for the City of Orange

**Steven Teal, Southern California Regional Manager**

- **IMSA Level I, II & III Certified Traffic Signal Technician**
- Worked with Signal Maintenance Inc. as a traffic signal technician, engineering technician and traffic signal maintenance operations manager.
- Certified on Econolite TS-1 & TS-2 NEMA controllers
- Over 12 years experience in video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance and troubleshooting.
- Installation and wiring battery backup systems and traffic signal controller cabinets
- Proficient with BI-Trans software: 233, 200CA and 210FM
- Proficient with Los Angeles County software: LACO 1, LACO 1R and LACO 3
- Certified on Type 170 controllers and Nema controllers

**Christopher Slocum, Maintenance & Construction Superintendent**

- Over 20 years experience with all aspects of Traffic Signal Maintenance, Construction and Repair

**Kevin Daxon, Lead Traffic Signal Technician**

- Over 10 years experience as a traffic signal technician
- **IMSA Level I & II Certified Traffic Signal Technician**
- **IMSA Work Zone Safety Certified**
- **State of California NEC Certified General Electrician**
- Skilled with all aspects of traffic signal and streetlight maintenance and troubleshooting.
- Proficient with TS-1, TS-2, Type 170, NEMA controllers
- Installation and wiring battery back up systems and traffic signal controller cabinets
- Experience in working with various video detection systems
- Has worked with/ in all of our agency cities in OC and LA Counties as well as various cities in the Inland Empire.
- Has done foreman level emergency response work in the State of Texas related to Hurricane Ike

**Casey Rice, Traffic Signal Technician**

- Over 5 years experience in the traffic signal repair and maintenance industry
- Proficient with all aspects of Traffic Signal maintenance, troubleshooting and repair.
- **IMSA Work Zone Safety Certified**
- **IMSA Level I**

### **Rigo Gonzales, *Traffic Signal Maintenance Technician***

- Over 25 years experience in traffic signal maintenance
- **IMSA Level I, II & III Certified**
- **IMSA Work Zone Safety Certified**
- **IMSA Traffic Signal Inspector Certified**
- **NEC Certified**
- Extensive experience with all types of systems including traffic signal requirements of the City of Orange
- Certified on TS-1, TS-2, Type 170, NEMA controllers, VMS
- Experience in video detection, telemetry, communications and all other aspects of traffic signal and streetlight maintenance and troubleshooting
- Proficient with Multisonics 820A & Osam
- Experienced with hardwire and wireless communications technology
- Expertise in installation, programming and testing of various battery back-up systems

### **John Mulvihill, *Traffic Signal Technician***

- 20 years experience in the traffic signal industry
- **IMSA Level I, II & III Certified Traffic Signal Technician**
- **IMSA Work Zone Safety**
- Helped install CCTV Surveillance System for Los Angeles County Metropolitan Transportation Authority bus stations to central command FEMA console.
- Participated in City of Corona installation of citywide fiber optic GigE network

### **Minh Tran, *Traffic Signal Engineering Technician***

- Over 20 years experience in the traffic signal maintenance industry.
- **IMSA Level I, II & III Certified**
- **IMSA Work Zone Safety Certified**
- **IMSA Traffic Signal Inspector Certified**
- **NEC Certified**
- Certified on Econolite TS-1 & TS-2 NEMA controllers
- Certified on Type 170 controllers
- Certified in Iteris ITS Video Detection
- Extremely knowledgeable with all ATMS equipment
- Extensive experience in the installation, diagnosis, and repair of CMS and CCTV

### **Cecil Terry, *Traffic Signal Construction Forman***

- Over 20 years experience in the traffic signal repair and construction
- Longstanding history of successfully completing difficult wire pulls and cabinet installations for the City of Orange
- **IMSA Work Zone Safety Certified**
- **NEC Certified**

**Son Le, Streetlight Maintenance Technician**

- Over 15 years experience in the traffic signal and lighting industry
- **IMSA Level I, II & III Certified Traffic Signal Technician**
- **IMSA Work Zone Safety Certified**
- **NEC Certified**
- **Skilled with all aspects of streetlight maintenance and troubleshooting.**

**Pete Yanez, Traffic Signal Construction Foreman / Crane Operator**

- Over 15 years experience in the traffic signal repair and construction industry

**Mike De La Riva, Traffic Signal & Street Light Painter**

- Over 5 years experience in the traffic signal Painting

**ADDITIONAL PERSONNEL AVAILABLE TO THE CITY OF PLACENTIA**

**Dennis Walther, Vice President of Field Operations**

- Manages a staff of approximately 100 field personnel (superintendents, foremen, journeyman electricians and laborers) in completing over 100 projects per month.
- Over 25 years experience in the traffic signal & streetlight industry
- **IMSA Level I & II Certified**
- TS-2 design cabinet troubleshooting certified
- Liaison with City officials, city traffic signal technicians and project managers
- Expertise in trouble shooting traffic signals, controller cabinets and streetlights
- Project scheduling, inventory control, purchasing and job costing

**Paul Martin, Traffic Signal Technician**

- Over 25 years experience in traffic signal and streetlight maintenance, operations and transportation
- Former City of Toledo traffic signal shop supervisor
- **IMSA Level I, II, & III Certified**
- **NEC Certified**
- Expertise with programming and repair of all Econolite traffic signal controllers
- Knowledge with Light Guard pedestrian crosswalk controllers
- Familiar with Autoscope SOLO video detection systems
- Skilled in programming of conflict monitors and malfunction management units
- Experienced with hardwire and wireless communications technology
- Expertise in installation, programming and testing of various battery back-up systems

**Troy Blakely, IT Manager**

- Developing and maintaining new and existing Republic ITS proprietary software for the web, pc and pocket pc that support our business and our clients' needs
- Maintains Republic ITS' network and database hardware and software infrastructure
- Provides technical support to our employees
- Manages all technology resources at Republic ITS
- Ensures that Republic ITS remains at the forefront of technological innovation

**CERTIFICATIONS**

- INSURANCE CERTIFICATE



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
08/19/2011

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07900-0454  100129-REPUB-11/12                      REPUB    Trebol	CONTACT NAME:	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED REPUBLIC INTELLIGENT TRANSPORTATION SERVICES, INC. DBA REPUBLIC ITS 371 BEL MARIN KEYS BLVD, #200 NOVATO, CA 94949-5689		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: HDI-Genling America Insurance Company	41343
		INSURER B: Liberty Mutual Fire Ins Co	23035
		INSURER C: Liberty Insurance Corporation	42404
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-085951623-09                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-RET <input type="checkbox"/> LOC			GLD11101-03	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Anyone person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 7,500,000 PRODUCTS - COM/OP AGG \$ INCL
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			AS2-631-004334-211	10/01/2011	10/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$			CUD11102-03	10/01/2011	10/01/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WAT-63D-004334-011 (AOS) WC7-631-004334-021 (OR, WI)	10/01/2011	10/01/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 EVIDENTIARY

<b>CERTIFICATE HOLDER</b> SIEMENS INDUSTRY, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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• CONTRACTOR'S LICENSE

State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
**ACTIVE LICENSE**



**Consumer Affairs**

License Number **647154** Entity **CORP**

Business Name **REPUBLIC INTELLIGENT  
TRANSPORATATION SERVICES,  
INC**

Classification(s) **C10 A C31 C61/D31**

Expiration Date **06/30/2014** [www.cslb.ca.gov](http://www.cslb.ca.gov)





## **TERMS AND CONDITIONS**

Our Terms and Conditions are outlined in the following pages.

**Siemens Industry, Inc.**  
**PROJECT TERMS AND CONDITIONS**  
**March 1, 2010 (Rev. 1)**

These Terms and Conditions are incorporated by reference and form an integral part of each proposal or agreement between Siemens Industry, Inc. ("SIEMENS") and the party for whom the Work is to be performed ("Customer"). The portions of each proposal or agreement relating to "Scope of Work" or "Proposed Solution" (in either case "Scope"), together with these Terms and Conditions, are collectively referred to as the "Agreement".

**Article 1: General**

**1.1** (a) The Agreement, when accepted in writing by Customer and approved by an authorized representative of SIEMENS, constitutes the entire, complete and exclusive agreement between the parties relating to the services ("Services") and the equipment ("Equipment") to be provided by SIEMENS as described in the Scope (such Services and Equipment collectively referred to as "Work") and shall supersede and cancel all prior agreements and understandings, written or oral, relating to the subject matter of the Agreement. The Agreement and any rights or obligations thereunder may not be assigned by either party without the prior written consent of the other, except that either party may assign this Agreement to its affiliates and SIEMENS may use subcontractors in the performance of the Work.

(b) The terms and conditions of this Agreement shall not be modified or rescinded except in writing, signed by an authorized representative of SIEMENS. SIEMENS' performance under this Agreement is expressly conditioned on Customer's assenting to all of the terms of this Agreement, notwithstanding any different or additional terms contained in any writing at any time submitted or to be submitted to SIEMENS by Customer relating to the Work.

(c) The terms and conditions set forth herein shall supersede, govern and control any conflicting terms of the Proposed Solution or the Proposal.

(d) Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than the Customer and SIEMENS without the express written consent of both parties. All obligations arising prior to this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of the Work and the termination of this Agreement.

**1.2** SIEMENS shall perform the Work as an independent contractor with exclusive control of the manner and means of performing the Work in accordance with the requirements of this Agreement. SIEMENS has no authority to act or make any agreements or representations on behalf of Customer. This Agreement is not intended, and shall not be construed to create, between Customer and SIEMENS, the relationship of principal and agent, joint ventures, co-partners or any other such relationship, the existence of which is hereby expressly denied. No employee or agent of SIEMENS shall be, or shall be deemed to be, an employee or agent of Customer.

**1.3** This Agreement shall be governed by and enforced in accordance with the laws of the State of Delaware. All claims or disputes arising under this Agreement shall be litigated in the State, Commonwealth, or Province in which the Work is being provided to Customer hereunder.

**Article 2: Work by SIEMENS**

**2.1** SIEMENS will perform the Work expressly described in this Agreement and in any work release documents or change orders that are issued under this Agreement and signed by the parties. The Work performed by SIEMENS shall be conducted in a manner consistent with the degree of care and skill ordinarily exercised by reputable firms performing the same or similar work in the same locale acting under similar circumstances and conditions.

**2.2** SIEMENS shall perform the Work during its normal working hours, Monday through Friday, excluding holidays, unless otherwise agreed herein.

**2.3** SIEMENS is not required to conduct safety or other tests, install new devices or equipment or make modifications to any Equipment beyond the Scope set forth in this Agreement. Any Customer request to change the Scope or the nature of the Work must be in the form of a mutually agreed change order, effective only when executed by all parties hereto.

**2.4** All reports and drawings specifically prepared for and deliverable to Customer pursuant to this Agreement ("Deliverables") shall become Customer's property upon full payment to SIEMENS. SIEMENS may retain file copies of such deliverables. All other reports, notes, calculations, data, drawings, estimates, specifications, manuals, other documents and all computer programs, codes and computerized materials prepared by or for SIEMENS are instruments of SIEMENS' work ("Instruments") and shall remain SIEMENS' property. To the extent specified in the Scope, Customer, its employees and agents ("Permitted Users") shall have a right to make and retain copies of Instruments except uncompiled code, and to use all Instruments, provided however, the Instruments shall not be used or relied upon by any parties other than Permitted Users, and such use shall be limited to the particular Work and location for which the Instruments were provided. All Deliverables and Instruments provided to Customer are for Permitted Users' use only for the purposes disclosed to SIEMENS, and Customer shall not transfer them to others or use them or permit them to be used for any extension of the Work or any other project or purpose, without SIEMENS' express written consent. Any reuse of Deliverables or Instruments for other work or locations without the written consent of SIEMENS, or use by any party other than Permitted Users will be at Permitted Users' risk and without liability to SIEMENS; and Customer shall indemnify, defend and hold SIEMENS harmless from any claims, losses or damages arising therefrom.

**2.5** Customer acknowledges that SIEMENS, in the normal conduct of its business, may use concepts and improved skills and know-how developed while performing

other contracts. Customer acknowledges the benefit which may accrue to it though this practice, and accordingly agrees that anything in this Agreement notwithstanding, SIEMENS may continue, without payment of a royalty, this practice of using concepts and improved skills and know-how developed while performing this Agreement.

**2.6** SIEMENS shall be responsible for any portion of the Work performed by any subcontractor of SIEMENS. SIEMENS shall not have any responsibility, duty or authority to direct, supervise or oversee any contractors of Customer or their work or to provide the means, methods or sequence of their work or to stop their work. SIEMENS' work and/or presence at a site shall not relieve others of their responsibility to Customer or to others. SIEMENS shall not be liable for the failure of Customer's contractors or others to fulfill their responsibilities, and Customer agrees to indemnify, hold harmless and defend SIEMENS against any claims arising out of such failures.

**Article 3: Responsibilities of Customer**

**3.1** Customer, without cost to SIEMENS, shall:

(a) Designate a contact person with authority to make decisions for Customer regarding the Work and provide SIEMENS with information sufficient to contact such person in an emergency. If such representative cannot be reached, any request for work received from a person located at Customer's premises will be deemed authorized by Customer, and SIEMENS will, in its discretion, act accordingly;

(b) Provide or arrange for reasonable access and make all provisions for SIEMENS to enter any site where Work is to be performed;

(c) Permit SIEMENS to control and/or operate all facility controls, systems, apparatus, equipment and machinery necessary to perform the Work;

(d) Furnish SIEMENS with all available information pertinent to the Work;

(e) Notify SIEMENS promptly of any site conditions requiring special care, and provide SIEMENS with any available documents describing the quantity, nature, location and extent of such conditions;

(f) Comply with all laws and provide any notices required to be given to any government authorities in connection with the Work, except such notices SIEMENS has expressly agreed in writing to give;

(g) Provide SIEMENS with Material Safety Data Sheets that conform to OSHA requirements related to all Hazardous Materials located at the site;

(h) Furnish to SIEMENS any contingency plans related to the site; and

(i) Furnish the specified operating environment, including without limitation, suitable, clean, stable, properly conditioned electrical power to all Equipment, telephone lines, capacity and connectivity as required by such Equipment; and heat, light, air conditioning and other utilities in accordance with the specifications for the Equipment.

**3.2** Customer acknowledges that the technical and pricing information contained in this Agreement is confidential and proprietary to SIEMENS and agrees not to disclose it or otherwise make it available to others without SIEMENS' express written consent.

**3.3** Customer acknowledges that it is now and shall at all times remain in control of the project site. Except as expressly provided herein, SIEMENS shall not be responsible for the adequacy of the health or safety programs or precautions related to Customer's activities or operations, Customer's other contractors, the work of any other person or entity, or Customer's site conditions. SIEMENS is not responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Customer or others at Customer's site. So as not to discourage SIEMENS from voluntarily addressing health or safety issues at Customer's site, in the event SIEMENS does address such issues by making observations, reports, suggestions or otherwise, SIEMENS shall not be liable or responsible on account thereof.

**3.4** Customer is solely responsible for any removal, replacement or refinishing of the building structure or finishes that may be required to gain access to the Work.

**3.5** Customer shall properly dispose of all ballasts, mercury bulb thermostats, used oil, contaminated filters, contaminated absorbents, refrigerant and any other Hazardous Materials that at any time are present at Customer's premises, in accordance with all applicable federal, state, and local laws, regulations, and ordinances.

**Article 4: Changes, Delays, Excused Performance**

**4.1** As the Work is performed, conditions may change or circumstances outside SIEMENS' reasonable control (including changes of law) may develop which would require SIEMENS to expend additional costs, effort or time to complete the Work, in which case SIEMENS will notify Customer and an equitable adjustment will be made to SIEMENS' compensation and time for performance. In the event conditions or circumstances require the Work to be suspended or terminated, SIEMENS shall be compensated for Work performed and for costs reasonable incurred in connection with the suspension or termination.

**4.2** SIEMENS shall not be responsible for loss, delay, injury, damage or failure of performance that may be caused by circumstances beyond its control, including but not restricted to acts or omissions by Customer or its employees, agents or contractors, Acts of God, war, civil commotion, acts or omissions of government authorities, fire, theft, corrosion, flood, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, or shortage of vehicles, fuel, labor or materials. In the event of such delay or failure, the time for performance shall be extended by a period equal to the time lost plus a reasonable recovery period and the compensation shall be equitably adjusted for additional costs SIEMENS incurs due to such delay.

**Article 5: Compensation**

**5.1** SIEMENS shall be compensated for the Work at its prevailing rates and reimbursed for costs and expenses (plus reasonable profit and overhead) incurred in its performance of the Work. All other services, including but not limited to the following,

shall be separately billed or surcharged on a time and materials basis: (a) emergency work performed at Customer's request, if inspection does not reveal any deficiency covered by the Agreement; (b) work performed other than during SIEMENS' normal working hours; and, (c) work performed on equipment not covered by the Agreement.

5.2 SIEMENS may invoice Customer on a monthly or other progress billing basis. Invoices are due and payable upon receipt or as otherwise set forth in the Agreement. If any payment is not received when due, SIEMENS may deem Customer to be in breach hereof and may enforce any remedies available to it hereunder or at law, including without limitation, acceleration of payments and suspension or termination of the Work at any time and without notice and shall be entitled to compensation for the Work previously performed and for costs reasonably incurred in connection with the suspension or termination. In the event any payment due hereunder is not made when due, the Customer agrees to pay, on demand, as a late charge, one and one-half percent (1.5%) of the amount of the payment per month, limited by the maximum rate permitted by law, of each overdue amount (including accelerated balances) under the Agreement. Customer shall reimburse SIEMENS for SIEMENS' costs and expenses (including reasonable attorneys' and witnesses' fees) incurred for collection under this Agreement. In the event of a dispute by Customer regarding any portion or all of an invoiced amount, it shall notify SIEMENS in writing of the amount in dispute and the reason for its disagreement within 21 days of receipt of the invoice, the undisputed portion shall be paid when due, and interest on the disputed, unpaid portion shall accrue as aforesaid, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to SIEMENS.

5.3 Except to the extent expressly agreed in writing, SIEMENS' fees do not include any taxes, excises, fees, duties or other government charges related to the Work, and Customer shall pay such amounts or reimburse SIEMENS for any amounts it pays. If Customer claims a tax exemption or direct payment permit, it shall provide SIEMENS with a valid exemption certificate or permit and indemnify, defend and hold SIEMENS harmless from any taxes, costs and penalties arising out of same.

**Article 6: Warranty, Insurance and Allocation of Risk**

6.1 (a) Until one year from either the date the Equipment is installed or the date of first beneficial use, whichever first occurs, all Equipment manufactured by SIEMENS or bearing its nameplate will be free from defects in material and workmanship arising from normal use and service.

(b) Labor for all Work under this Agreement is warranted to be free from defects for ninety (90) days after the earlier of the date the Work is substantially completed or the date of first beneficial use.

6.2 (a) The limited warranties set forth in Section 6.1 will be void as to, and shall not apply to, any Work (i) repaired, altered or improperly installed by any person other than SIEMENS or its authorized representative; (ii) subjected to unreasonable or improper use or storage, used beyond rated conditions, operated other than per SIEMENS's or the manufacturer's instructions, or otherwise subjected to improper maintenance, negligence or accident; (iii) damaged because of any use of the Work after Customer has, or should have, knowledge of any defect in the Work; or (iv) Equipment not manufactured, fabricated and assembled by SIEMENS or not bearing SIEMENS's nameplate. However, SIEMENS assigns to Customer, without recourse, any and all assignable warranties available from any manufacturer, supplier, or subcontractor of such Equipment and will assist Customer in enforcement of such assigned warranties.

(b) Any claim under the limited warranty granted above must be made in writing to SIEMENS within thirty (30) days after discovery of the claimed defect unless discovered directly by SIEMENS. Such limited warranty only extends to Customer and not to any subsequent owner of the Equipment. Customer's sole and exclusive remedy for any Work not conforming with this limited warranty is limited to, at SIEMENS' option, (i) repair or replacement of defective components of covered Equipment, or (ii) re-performance of the defective portion of the Work.

(c) SIEMENS shall not be required to repair or replace more than the component(s) of the Equipment actually found to be defective. SIEMENS' warranty liability shall not exceed the purchase price of such component(s). Repaired or replaced Equipment will be warranted hereunder only for the remaining portion of the original warranty period.

6.3 THE EXPRESS LIMITED WARRANTIES PROVIDED ABOVE ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED. SIEMENS MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT ANY EQUIPMENT OR SERVICES PROVIDED HEREUNDER WILL PREVENT ANY LOSS, OR WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. THE LIMITED EXPRESS WARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT MAY ONLY BE MODIFIED OR SUPPLEMENTED IN A WRITING SIGNED BY A DULY AUTHORIZED CORPORATE OFFICER OF SIEMENS.

6.4 SIEMENS agrees to defend, indemnify and hold harmless Customer, and its officers, directors, employees and agents, from and against any third party claims for bodily injury, including death, or damage to tangible property, to the extent arising from SIEMENS' negligence in the performance of this Agreement.

6.5 SIEMENS shall maintain the following insurance while performing the Work:

Workers' Compensation	Statutory
Employers' Liability	\$1,000,000 each accident
Commercial General Liability	\$1,000,000 per occurrence and \$5,000,000 in the aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate

6.6 Risk of loss of materials and Equipment furnished by SIEMENS shall pass to Customer upon delivery to Customer's premises, and Customer shall be responsible for protecting and insuring them against theft and damage.

6.7 ANYTHING HEREIN NOTWITHSTANDING, IN NO EVENT SHALL SIEMENS BE RESPONSIBLE UNDER THIS AGREEMENT FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF USE AND/OR LOST BUSINESS OPPORTUNITIES, WHETHER ARISING IN WARRANTY, LATE OR NON-DELIVERY OF ANY WORK, TORT, CONTRACT OR STRICT LIABILITY, AND REGARDLESS OF WHETHER CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND, IN ANY EVENT, SIEMENS' AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS FEES) ARISING OUT OF THIS AGREEMENT, OR OUT OF ANY WORK FURNISHED UNDER THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, INDEMNITY OR ANY OTHER THEORY OF LIABILITY, SHALL BE LIMITED TO THE LESSER OF \$1,000,000 OR THE TOTAL COMPENSATION RECEIVED BY SIEMENS FROM CUSTOMER UNDER THIS AGREEMENT. SIEMENS reserves the right to control the defense and settlement of any claim for which SIEMENS has an obligation to indemnify hereunder. The parties acknowledge that the price which SIEMENS has agreed to perform its Work and obligations under this Agreement is calculated based upon the foregoing limitations of liability, and that SIEMENS has expressly relied on, and would not have entered into this Agreement but for such limitations of liability.

6.8 It is understood and agreed by and between the parties that SIEMENS is not an insurer and this Agreement is not intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, shall be obtained by Customer. Fees are based solely upon the value of the Work, and are unrelated to the value of Customer's property or the property of others on Customer's premises.

**Article 7: Hazardous Materials Provisions**

7.1 The Work does not include directly or indirectly performing or arranging for the detection, monitoring, handling, storage, removal, transportation, disposal or treatment of Oil or Hazardous Materials. Except as disclosed pursuant to Section 7.3, Customer represents that there is no asbestos or any other hazardous or toxic materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the regulations promulgated thereunder, and other applicable federal, state or local law ("Hazardous Materials"), present at Customer's locations where Work is performed. SIEMENS will notify Customer immediately if it discovers or suspects the presence of any Hazardous Material. All Work has been priced and agreed to by SIEMENS in reliance on Customer's representations as set forth in this Section 7.1. The presence of Hazardous Materials constitutes a change in the Proposed Solution equivalent to a change order whose terms must be agreed to by SIEMENS before its obligations hereunder will continue.

7.2 Customer shall be solely responsible for testing, abating, encapsulating, removing, remedying or neutralizing such Hazardous Materials, and for the costs thereof. Even if an appropriate change order has been entered into pursuant to Section 7.2 above, SIEMENS will continue to have the right to stop the Work until the job site is free from Hazardous Materials. In such event, SIEMENS will receive an equitable extension of time to complete its Work, and compensation for delays caused by Hazardous Materials remediation. In no event shall SIEMENS be required or construed to take title, ownership or responsibility for such Oil or Hazardous Materials. Customer shall sign any required waste manifests in conformance with all government regulations, listing Customer as the generator of the waste.

7.3 Customer warrants that, prior to the execution of the Agreement, it has notified SIEMENS in writing of any and all Hazardous Materials present, potentially present or likely to become present at Customer's locations and has provided a copy of any jobsite safety policies, including but not limited to lock-out and tag procedures, laboratory procedures, chemical hygiene plan, material safety data sheets or other items covered or required to be disclosed or maintained by federal, state, or local laws, regulations or ordinances.

7.4 For separate consideration of \$10 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledge, Customer shall indemnify, defend and hold SIEMENS harmless from and against any damages, losses, costs, liabilities or expenses (including attorneys' fees) arising out of any Oil or Hazardous Materials or from Customer's breach of, or failure to perform its obligations under, Sections 7.1, 7.2, or 7.3.

**Article 8: Import / Export Indemnity**

8.1 Customer acknowledges that SIEMENS is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work or Equipment or Services provided under the Contract, including any export license requirements. Customer agrees that such Work or Equipment or Services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by SIEMENS of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. CUSTOMER AGREES TO INDEMNIFY AND HOLD SIEMENS HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.



**Republic ITS**  
 Intelligent Transportation Services  
 A Siemens Business

August 14, 2012

City of Placentia Traffic Signal Maintenance Fee Schedule

*Fee Schedule for Preventive Maintenance*

Item No.	Item Description	Unit	Quantity	Unit Price	Total
1	Maintain each signalized intersection (Non-Quit Zone location), per Month	EA	52	\$ 85.00	\$ 4,420.00
2	Maintain each Quiet Zone signalized intersection, per Month	EA	5	\$ 87.00	\$ 435.00
3	Replace 6' Diameter Type E detector loops, including lead-in and cable splicing, per year	EA	10	\$ 300.00	\$ 3,000.00
4	Replace burned-out LED module, per month, for 1st year of contract	EA	10	\$ 125.00	\$ 1,250.00
5	Replace burned-out LED module, per month, After 1st year of contract	EA	15	\$ 125.00	\$ 1,875.00
6	Replace burned out IISNS lamp, per month	EA	2	\$ 50.00	\$ 100.00
7	Replace burned out safety light, per month	EA	3	\$ 64.00	\$ 192.00
<b>TOTAL MONTHLY UNIT PRICE:</b>					<b>\$ 11,272.00</b>

Note: Item number 3 under the Fee Schedule shows a total of \$3,000 for the year, but in reality it should be \$250 per month lowering your monthly cost rate to \$8,522.

*Fee Schedule for Approved Response & Emergency Response Maintenance (Labor & Equipment only)*

Item No.	Item Description	Unit	Quantity	Unit Price	Total
1	Replace Burned-out Safety Light	EA	1	\$ 35.00	\$ 35.00
2	Replace burned out IISNS lamp, per sign	EA	1	\$ 35.00	\$ 35.00
3	Replace IISNS, per sign	EA	1	\$ 135.00	\$ 135.00
4	Replace 6' Diameter Type E detector loops, including lead-in and cable splicing	EA	1	\$ 325.00	\$ 325.00
5	Install Complete new pedestrian head with walking person/upraised hand indication, solid state transformers and mountings	EA	1	\$ 70.00	\$ 70.00
6	Replace Walking Person/Upraised Hand pedestrian signal module	EA	1	\$ 35.00	\$ 35.00
7	Install Complete new pedestrian head with walking person/upraised hand/Countdown pedestrian indication, solid state transformers and mountings	EA	1	\$ 70.00	\$ 70.00
8	Replace Walking Person/Upraised Hand/Countdown pedestrian signal module	EA	1	\$ 35.00	\$ 35.00
9	Paint Pedestrian head including framework, per signalized intersection	EA	1	\$ 360.00	\$ 360.00
10	Paint Pedestrian Push Button including framework, per signalized intersection	EA	1	\$ 200.00	\$ 200.00
11	Paint Vehicular signal head including framework, per signalized intersection	EA	1	\$ 1,000.00	\$ 1,000.00
12	Paint Traffic Signal Controller Cabinet and Type II Electric Service Cabinet, Per Signalized Intersection	EA	1	\$ 400.00	\$ 400.00

Item No.	Item Description	Unit	Quantity	Unit Price	Total
13	Complete testing of traffic signal controller cabinet including all internal equipment and written certification	EA	1	\$ 900.00	\$ 900.00
14	Install 3-Section traffic signal head	EA	1	\$ 150.00	\$ 150.00
15	Install 4-Section traffic signal head	EA	1	\$ 200.00	\$ 200.00
16	Install 5-Section traffic signal head	EA	1	\$ 250.00	\$ 250.00
17	Remove & Replace Battery Back Up Unit	EA	1	\$ 20.00	\$ 20.00
18	Install new battery back up unit, per intersection	EA	1	\$ 200.00	\$ 200.00
19	Replace LED, per module	EA	1	\$ 42.00	\$ 42.00
20	Test Conflict Monitor: 4 or More Scheduled at a time	EA	1	\$ 65.00	\$ 65.00
<b>TOTAL MONTHLY UNIT PRICE:</b>				<b>\$</b>	<b>4,527.00</b>

**COMPARISON - FEE SCHEDULE FOR PREVENTIVE MAINTENANCE (Updated)<sup>3</sup>**

ITEM NO.	DESCRIPTION	EST. QTY	CSC <sup>1</sup>		REPUBLIC ITS	
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Maintain each signalized intersection (non-Quiet Zone location), per month	52	87	4524	85	4420
2	Maintain each Quiet Zone signalized intersection, per month	5	94	470	87	435
3	Replace 6' diameter Type E detector loops, including lead-in and cable-splicing, per year*	10	390	3900	300	3000
4	Replace burned-out Light Emitting Diodes (LED) module, per month, for 1st year of contract	10	105	1050	125	1250
5	Replace burned-out Light Emitting Diodes (LED) module, per month, after 1st year of contract	15	105	1575	125	1875
6	Replace burned-out internally illuminated street name sign (ISNS) lamp, per month	2	75	150	50	100
7	Replace burned-out safety light, per month	3	80	240	64	192
<b>MONTHLY TOTAL</b>				<b>8334</b>		<b>8522</b>

\* This item is per year, not per month, and the costs given by the proposers are per year. To calculate the monthly cost, the yearly costs were divided by 12 months.

The resulting monthly costs aren't shown, but are included in the calculation of the Monthly Totals.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF PUBLIC WORKS

DATE: AUGUST 21, 2012

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK FOR THE CITYWIDE TRAFFIC SIGNAL BATTERY BACK-UP PROJECT**

FINANCIAL  
IMPACT: EXPENSE: \$73,365  
OFFSETTING REVENUE: \$73,365 GAS TAX BOND  
BUDGETED: \$73,365 (ACCOUNT NO.: 333552-6185 J/L 61089,  
CONSTRUCTION CAPITAL PROJECTS)

### **SUMMARY:**

On March 20, 2012, the City Council awarded a contract to Pelagic Engineering for the purchase and installation of battery back-up units at several major arterial intersections. This action will conclude the project and authorize filing a "Notice of Completion" with the Orange County Clerk Recorder's Office in the amount of \$73,365.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Accept contract work performed by Pelagic Engineering, for construction of the Citywide Traffic Signal Battery Back-Up Project in the total amount of \$73,365, and
2. Authorize the City Engineer to file a Notice of Completion with the Orange County Clerk Recorder's Office for the project, and
3. Authorize the City Engineer to release retention funds in accordance with the terms of the contract.

### **DISCUSSION:**

The City follows State law when traffic signals go dark, requiring drivers to treat the intersection as if they were coming to a four-way stop sign. This phase of the project included the purchase and installation of battery back-up systems at 12 intersections located along Rose Drive and Kraemer Boulevard. Additional traffic intersections will receive battery back-up systems as funding allows. The back-up batteries will maintain a charge for up to eight (8) hours allowing

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**August 21, 2012**

traffic signals to provide traffic control until power can be restored. The project eliminates intersections going dark during power outages thereby increasing safety to motorists, police officers and maintenance crews.

On March 20, 2012, the City Council awarded a contract to Pelagic Engineering, in an amount of \$73,365 for construction of this project. The funding source for the construction of this project is \$73,365 in Gas Tax Bond Funds.

The project was completed on July 27, 2012. The project had no change orders. The City is prepared to accept the contractor's work and file a Notice of Completion with the Orange County Recorder's Office for this project. In addition, the City Engineer is prepared to release \$3,668.25, which is the amount held in retention.

**FISCAL IMPACT:**

The project is funded by \$73,365 of Gas Tax Bond Funding.

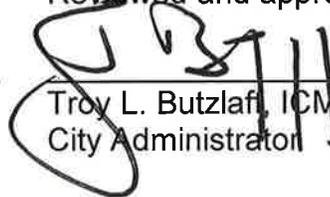
Prepared by:



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Steve Drinovsky  
Director of Public Works

Reviewed and approved:



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Troy L. Butzlaff, ICMA-CM  
City Administrator

Attachments: As Stated

<b>RECORDING REQUESTED BY</b>  <b>AND WHEN RECORDED MAIL TO</b>	
Name            City Clerk Street         City of Placentia Address       401 E. Chapman Ave. City &         Placentia, CA 92870 State	

SPACE ABOVE THIS LINE FOR RECORDER'S USE  
Free Recording Per Government Code Section 6103.

City Council Approval:

\_\_\_\_\_  
Deputy City Clerk

## NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described.
- The full name of the owner is City of Placentia
- The full address of the owner is 401 East Chapman Avenue  
Placentia, CA 92870

- The nature of the interest or estate of the owner is: In fee.

N/A

(If other than fee, strike "in fee" and insert, for example, "purchaser under contract of purchase," or "lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:  

NAMES	ADDRESSES
-------	-----------

N/A

- A work of improvement on the property hereinafter described was completed on July 27, 2012. The work done was:

The project installed traffic signal battery back-up units at several major arterial intersections throughout the City..

The name of the contractor, if any, for such work of improvement was Pelagic Engineering

- 3600 Harbor Blvd. #85, Oxnard, CA 93035

March 20, 2012

(If no contractor for work of improvement as a whole, insert "none".)

(Date of Contract)

- The property on which said work of improvement was completed is in the city of Placentia

County of Orange, State of California, and is described as follows: Citywide Traffic Signal Battery Back-Up Project

- The street address of said property is "none"

(If no street address has been officially assigned, insert "none".)

CITY OF PLACENTIA

Dated: 8-21-2012

Verification for Individual Owner

\_\_\_\_\_  
Signature of owner or corporate officer of owner  
named in paragraph 2 or his agent

### VERIFICATION

I, the undersigned, say: I am the City Engineer the declarant of the foregoing

("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 21st, 2012, at Placentia, California.

(Date of Signature.)

(City where signed.)

\_\_\_\_\_  
(Personal signature of the individual who is swearing  
that the contents of the notice of completion are  
true.)-

**DO NOT RECORD**

**REQUIREMENTS AS TO NOTICE OF COMPLETION**

A notice of completion must be filed for record WITHIN 10 DAYS after completion of the work of improvement (to be computed exclusive of the day of completion), as provided in Civil code Section 3093.

The "owner" who must file for record a notice of completion of a building or other work of improvement means the owner (or his successor in-interest at the date the notice is filed) on whose behalf the work was done, though his ownership is less than the fee title. For example, if A is the owner in fee, and B, lessee under a lease, causes a building to be constructed, then B, or whoever has succeeded to his interest at the date the notice is filed, must file the notice.

If the ownership is in two or more persons as joint tenants or tenants in common, the notice may be signed by any one of the co-owners (in fact, the foregoing form is designed for giving of the notice by only one cotenant), but the names and addresses of the other co-owners must be stated in paragraph 5 of the form.

Note that any Notice of Completion signed by a successor in interest shall recite the names and addresses of his transferor or transferors.

In paragraphs 3 and 5, the full address called for should include street number, city, county and state.

As to paragraphs 6 and 7, this form should be used only where the notice of completion covers the work of improvement as a whole. If the notice is to be given only of completion of a particular contract, where the work of improvement is made pursuant to two or more original contracts, then this form must be modified as follows (1) Strike the words "A work of improvement" from paragraph 6 and insert a general statement of the kind of work done or materials furnished pursuant to such contract (e.g., "The foundations for the improvements"); (2) Insert the name of the contractor under the particular contract in paragraph 7.

In paragraph 7 of the notice, insert the name of the contractor for the work of improvement as a whole. No contractor's name need be given if there is no general contractor, e.g., on so-called "owner-builder jobs."

In paragraph 8, insert the full, legal description, not merely a street address or tax description. Refer to deed or policy of title insurance. If the space provided for description is not sufficient, a rider may be attached.

In paragraph 9, show the street address, if any, assigned to the property by any competent public or governmental authority.

This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: NEIGHBORHOOD SERVICES COORDINATOR

DATE: AUGUST 21, 2012

SUBJECT: **A RESOLUTION IN SUPPORT OF THE TRANSFER OF ONTARIO INTERNATIONAL AIRPORT (ONT) TO LOCAL CONTROL**

FINANCIAL  
IMPACT: NONE

### **SUMMARY:**

The City of Ontario, California is seeking support in its efforts to gain local control of Ontario International Airport (ONT). Unlike Burbank, Orange County, Long Beach, and Palm Springs airports, ONT is the only airport in the region that is not operated locally. ONT has been operated by Los Angeles World Airports (LAWA), a City of Los Angeles agency, under a joint powers agreement since 1967. ONT has lost over one-third of its passenger traffic over the last four years, resulting in a loss of \$500 million annually and over 9,000 jobs to the area. Under local control, ONT can rebound and position itself for long-term market share growth, just as other regional airports under local control in Southern California have achieved over the past decade. This action requests that the City Council adopt a Resolution supporting the transfer of Ontario International Airport to local control.

### **RECOMMENDATION:**

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

1. Adopt Resolution No. R-2012-\_\_\_\_, A Resolution of the City Council of the City of Placentia, California, in support of the transfer of Ontario International Airport to local control.

### **DISCUSSION:**

Ontario International Airport (ONT) has been operated under a Joint Powers Agreement by Los Angeles World Airports (LAWA), a City of Los Angeles agency, since 1967.

LAWA is accused of setting some of the highest landing fees in the nation for airlines using ONT, while offering discounted fees to airlines at Los Angeles International (LAX). This has slowly chased passenger traffic to LAX and away from ONT. In fact, over the past four years, ONT has lost over one-third of its passenger traffic, costing the local economy an estimated \$500 million annually and approximately 9,250 jobs.

The number of domestic and non-stop flights offered through ONT is down nearly 57% since 2007. ONT has the highest cost per in-plane passenger than any other airport of its size in the United States, making

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**August 21, 2012**



**RESOLUTION NO. R-2012-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PLACENTIA, CALIFORNIA, IN SUPPORT OF THE  
TRANSFER OF ONTARIO INTERNATIONAL AIRPORT  
(ONT) TO LOCAL CONTROL**

**A. Recitals.**

(i). Local control of airports in Southern California has been shown to be conducive to development of successful regional airports because the airport sponsor has a vested interest in the airport making the greatest contribution to its economy.

(ii). Local control of ONT will help ensure that all of Southern California will have sufficient airport capacity to meet the long-term demand for air travel in the region.

(iii). On January 7, 2011, the Los Angeles Economic Development Corporation called on Los Angeles World Airports (LAWA) to shift control of ONT - as well as the responsibility and risk that comes with that control - to another entity so LAWA can focus more of its energy on modernizing Los Angeles International Airport.

(iv). On November 29, 2010, the Alliance for a Regional Solution to Airport Congestion (ARSAC) urged the Los Angeles Board of Airport Commissioners to transfer ONT airport management decisions to the local Ontario area in pursuit of a regional airport system that can better address ONT patronage decline and regional service demands

(v). On September 2, 2010, the Southern California Association of Governments (SCAG) Regional Council enacted a resolution recommending the transfer of ONT to local control as being in the best interests of Los Angeles and the Southern California region. SCAG further stated that under local control, ONT can recover from the economic downturn of the past several years while positioning itself for long-term growth, consistent with the reorganization of air traffic contemplated in SCAG's Regional Transportation Plan.

(vi). After transfer to local control, ONT can operate on the same basis as airports in Burbank, Orange County, Long Beach and Palm Springs - as low-cost secondary airports under local control.

**B. Resolution.**

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

1. The City Council hereby supports the transfer of ONT to local control in furtherance of airport regionalization and the region's economy.

2. The City Council requests the cities of Los Angeles and Ontario commit the necessary resources and effort to affect the transfer of ONT to local control at the earliest possible date.

3. The City Clerk shall communicate this action of the City Council to the Mayors of Los Angeles and Ontario, the Acting Administrator of the Federal Aviation Administration, and state and federal elected representatives.

4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution.

PASSED, ADOPTED AND APPROVED this 21<sup>st</sup> day of August, 2012.

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JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

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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 21<sup>st</sup> day of August 2012, 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. *How much have other local governments paid for transferring control of a commercial airport?*

For commercial airports, nothing. Local governments have bought small privately owned general aviation airports for some estimate of value, but for publicly owned commercial airports like Ontario International Airport (ONT), all transfers of control have been made without payment.

There have been several transfers of a large publicly owned commercial airport from one public owner to another in the past 20 years, including the transfer of San Diego Lindbergh Field from the Unified Port District to the San Diego County Regional Airport Authority; transfer of Detroit Metropolitan Wayne County Airport from Wayne County to the Wayne County Airport Authority; and transfer of Port Columbus International Airport, Rickenbacker International Airport, and Bolton Field to the Columbus Regional Airport Authority.

In all these cases, the airports were transferred to the new public operator without any payment for the airport.

2. *How much did Los Angeles/LAWA pay for ONT?*

Essentially nothing. In 1985, when ownership of the airport was transferred to the Los Angeles Department of Airports (now called LAWA), the City of Los Angeles paid \$58,329.58 to Ontario to settle various obligations remaining from the 1967 Joint Powers Agreement (JPA).

In the 1967 JPA, Los Angeles agreed to certain financial obligations in assuming control of the airport:

- Payment of funds to reimburse Ontario for the actual cost of retiring outstanding airport bonds;
- Payment to Ontario for the actual costs of providing police and fire services at the airport;
- Payment to reimburse Ontario for its actual costs in acquiring additional land at the airport by inverse condemnation around the time Los Angeles assumed control;
- Commitment to invest \$20 million in the airport over 10 years (not a payment to Ontario); and
- Payment to Ontario of \$5 million after 10 years, reduced by the amount Los Angeles spent on marketing and improving the airport, as an incentive for Los Angeles to work toward increased air service.

None of these commitments involved a purchase payment for the airport, in 1967 or in 1985. The 1985 transfer agreement acknowledged the \$58,329 payment and noted that Los Angeles had previously paid \$4,028,913 in satisfaction of certain of its obligations under the 1967 JPA. *[Note: These payments were in satisfaction of LA's obligations under "Sections 6 and 9" of the 1967 Agreement, which are the sections dealing with airport bond retirement and the \$5 million payment.]* There was no appraisal of the airport in 1967 or in 1985 used in these agreements, and no payment at all for the value of the airport.

Accordingly, Los Angeles obtained ONT through a transfer of governance that provided for allocation of particular costs, but did not involve any payment tied to the actual value of the airport itself. In sum, Los Angeles essentially obtained the airport for no real value, by a transfer without meaningful consideration. It should also be noted that in 2012 ONT is operating at nearly the same activity level in terms of air service and passengers that it did in the mid-1980s when L.A. acquired the airport.

3. *How much do Los Angeles taxpayers have invested in ONT?*

Nothing. We know of no expenditure of any kind from the Los Angeles General Fund for ONT.

4. *What is LAWA owed for its investment in ONT?*

Every airport operator invests in its airport, but that does not mean there is a debt owed to the airport operator. This spending isn't "investment" in the usual sense of an investor investing principal and expecting it to be paid back. For airport projects, the airport operator obtains FAA grants for part of the cost, borrows the remainder by issuing bonds, and pays off the bonds by adding the bond payments to future airport user charges.

In the normal course of operating and maintaining the airport in a safe and serviceable manner, LAWA has undertaken projects over the years at ONT totaling hundreds of millions of dollars. However, all the costs of those projects were paid for by ONT airline and user fees, by FAA grants to LAWA specifically for ONT, and by the \$4.50 Passenger Facility Charge (PFC) collected by airlines from their passengers as part of the ticket price.

Revenues generated by LAWA's other airports have not been used to subsidize ONT. In fact, the opposite is true. Los Angeles City records indicate that leases at ONT generated surpluses that were used to subsidize LAWA's other airports for many years, until the late 1990's. Moreover, LAWA charges ONT a 15% "administrative" fee on revenues to reimburse LAWA for its services to ONT—ONT is paying LAWA, not the other way round.

So, it is very misleading to suggest that LAWA has invested hundreds of millions of dollars in the airport without explaining that the past costs of those investments have already been paid by ONT users or federal grants, and that Ontario has offered to assume any current outstanding bond obligations. Once that debt is retired or assumed by Ontario, LAWA can point to no unreimbursed investments or expenditures at ONT. ONT has always paid its own way, and will continue to do so.

*5. Are the LAX passenger facility charges (PFCs) that were collected at LAX and used at ONT a "debt" that ONT owes to LAWA?*

No. PFCs do not produce a pot of funds that can be used by the airport operator for any purpose; PFC collections are approved by the FAA to be used for specific airport projects. LAWA requested to use some LAX PFCs at ONT at the suggestion of the airlines serving both airports, and FAA approved the specific projects at ONT. Thus the PFCs were used for projects requested by LAWA and the airlines, and approved by the FAA, for the benefit of all parties. The PFCs were spent for the approved purposes, and there is no repayment that is required or that even makes sense.

As mentioned below, Ontario has offered to use future ONT PFC collections for eligible projects at LAX, if FAA approves, in recognition of the LAX PFCs used for partial funding of the ONT terminal. However, that is a voluntary offer by Ontario, and not acknowledgement of any actual expenditure by LAWA or debt owed by ONT.

*6. Doesn't LAWA have substantial debts still to pay off from ONT projects?*

LAWA has approximately \$73 million in bonds outstanding for ONT projects. The bonds are being paid off by ONT user fees and PFCs. While this amount of debt sounds large, it is actually quite low in comparison with other airports in the U.S. with the same size enplanements as ONT. As explained below, Ontario is offering that all outstanding bond debt would either be assumed by Ontario or retired and replaced by new bonds issued by Ontario. As a result, after the airport is transferred to Ontario, LAWA would have no remaining debt or other financial obligations for ONT.

7. *Is it true that the bonds for ONT projects are backed by LAWA?*

No, the bonds for ONT projects are supported only by revenues generated by ONT itself. LAWA has not guaranteed or provided other financial support for the bonds.

8. *What is the FMV of the airport?*

The market value of the airport is irrelevant. Los Angeles did not buy the airport from Ontario, and Ontario should not have to buy its airport back. Even if it were legal for Los Angeles to sell the airport at a market price—and that's questionable—a sale to Ontario would be totally inconsistent with Los Angeles' commitments to the citizens of Ontario under the 1967 Joint Powers Agreement between Ontario and Los Angeles.

Although there have been many transfers of commercial airports from one public entity to another, in no prior case has the transferring city, county, or state attempted to "sell" the airport and certainly in no prior case has the transferring entity ever attempted to do so at the highest possible price.

This is a unique situation. By law, Ontario airport must continue to be used as an airport open to the public. It cannot be converted to a shopping center, a housing development, or an office park. Large parts of the airport—e.g., the airfield, ramp, and passenger terminal—have no corresponding private sector counterparts. Even the more commercial areas of the airport are restricted in ways that off-airport commercial properties are not.

Under federal law, the City of Ontario cannot receive any income from the airport. ONT does not produce, or have the potential to produce, surplus revenue; the airport's costs are approximately the same as its revenues and this will remain the case even if Ontario manages the airport so as to increase passenger traffic. For most commercial buyers, this would make the fair market value of the airport zero or close to zero. The fact that the airport has little value as a commercial enterprise is evident from the private sector responses to LAWA's 2011 Request for Expressions of Interest from private airport operators.

Any approach to appraisal would need to acknowledge that the airport is limited by federal obligations to airport use, and that major parts of the airport are subject to federal restrictions on what users can be charged. In the end, ONT is a public transportation terminal which LAWA originally committed to operate for the benefit of the citizens of Southern California.

9. *Did LAWA defer development at LAX to put ONT development first?*

No. In the 1990's, PFCs were being collected at LAX, but LAWA did not have sufficient eligible LAX projects ready to make use of the amounts collected. The airlines serving LAX and ONT suggested that the mounting collections be used for needed projects at ONT, and LAWA agreed. The FAA approved, and a combination of LAX and ONT PFCs were used as partial funding for the new ONT terminal.

The decision to do the ONT terminal project at that time resulted from the fact that it was a needed project that was ready to go, and had nothing to do with any decision to delay improvements at LAX in favor of ONT. If the LAX PFCs had been needed at that time at LAX, then they would certainly have been used at LAX, and the ONT terminal would have been funded differently.

10. *What are Los Angeles' fiduciary responsibilities regarding ONT?*

LAWA has claimed it has a fiduciary duty to the City of Los Angeles to obtain fair market value for transfer of the airport, but legally LAWA is the City of Los Angeles. LAWA is an agency of city government, not a trustee with independent legal obligations, and it is the obligations of the city itself that are the only controlling factor. Other cities have transferred a commercial airport to another public owner for no charge at all, and Los Angeles can do the same.

Los Angeles does, however, have a fiduciary obligation to the City of Ontario, which conveyed the airport to Los Angeles under a Joint Powers Agreement. The JPA expressly acknowledges that the transfer will be for the benefit of the City of Ontario, in addition to other southern California airport users. Ontario did not simply give ONT to Los Angeles, to allow Los Angeles to sell the airport to the highest bidder. Rather, the JPA establishes a relationship of trust between the cities, obligating Los Angeles to use its control of the airport for the benefit of the City of Ontario and airport users. It is totally inconsistent with the letter and spirit of the JPA for Los Angeles to suggest that it can require a FMV sale price from Ontario for return of the airport, which would confer an undeserved windfall on LAWA's other airports by imposing an enormous financial burden on the City of Ontario and the airport itself. Ontario does not intend to pay for purchase of ONT in any event, but the idea should not even be on the table given Los Angeles' fiduciary responsibilities regarding the airport.

11. *Why hasn't Ontario accepted LAWA's repeated offers to let Ontario take responsibility for marketing ONT?*

Marketing an airport to airlines and travelers can be successful only if the marketer as operator is responsible and accountable for the facilities, amenities and service levels the airport offers. Integration of operation and marketing are essential to growing an airport. Changing the marketing entity at ONT does not address the systemic problems that caused the severe decline in air service and passenger activity. These issues can only be addressed by a local operator with a vested interest in the airport making the greatest possible contribution to its market and the regional economy. Inclusion of ONT in another city's airport department with a competing airport does not serve the public interest.

LAWA's proposal to bifurcate responsibility and accountability for marketing ONT is not surprising given the drastic reductions it made in ONT's marketing budget in recent years and its failure to follow through on the L.A. Mayor's directive to invest savings LAWA realized by closing Palmdale Regional Airport in 2008 to promote ONT. Another sign of LAWA's lack of commitment to ONT in this area is seen in the contract it awarded LA Inc. in 2011 for airport marketing. This contract excludes ONT while two previous five-year contracts with LA Inc. approved in 2001 and 2006 specifically included ONT marketing in their scope.

Finally, it is not clear that LAWA would be supportive of any marketing program for ONT that would increase flights or provide incentives to airlines if those efforts would have an effect on LAX passenger traffic. This inherent potential for a conflict of interest between the airports has been acknowledged by LAWA itself in discussions regarding marketing. LAWA's attenuated marketing offer is not enough to address the underlying cost and management issues at ONT, and not enough to turn the airport around.

12. *Is the decline in passenger traffic at ONT unique?*

Yes, using LAWA's own numbers and comparing ONT against all other medium size U.S. airports, it has suffered a greater loss of passengers than all but one airport, Cincinnati (where Delta discontinued its hub operation after merging with Northwest). ONT ranks second among 36 medium size airports in terms of the percentage of passengers lost since either 2005 or 2007 (the two reference years chosen by LAWA in its comparisons). ONT's drop in passengers is by far the worst of the Los Angeles area airports.

# Setting the Record Straight: Ontario Airport Transfer Questions & Answers

**April  
2012**

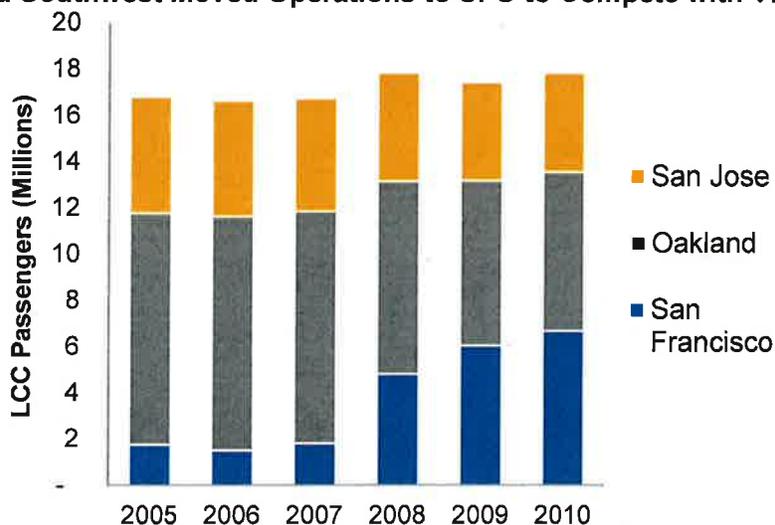
	Airport	Total Airport Passengers			Percent Change	
		CY 2005	CY 2007	CY 2011	05-11	07-11
1	Cincinnati	22,778,785	15,736,220	7,034,263	-69.1%	-55.3%
<b>2</b>	<b>Ontario</b>	<b>7,214,171</b>	<b>7,207,150</b>	<b>4,551,875</b>	<b>-36.9%</b>	<b>-36.8%</b>
3	Oakland	14,417,575	14,613,489	9,266,570	-35.7%	-36.6%
4	Providence	5,730,557	5,019,342	3,883,548	-32.2%	-22.6%
5	Reno	5,169,256	5,044,087	3,754,155	-27.4%	-25.6%
6	San Juan	10,811,690	10,470,357	7,978,910	-26.2%	-23.8%
7	Hartford	7,381,372	6,519,181	5,622,508	-23.8%	-13.8%
8	San Jose	10,755,978	10,658,389	8,357,384	-22.3%	-21.6%
9	Burbank	5,512,619	5,921,336	4,301,568	-22.0%	-27.4%
10	Memphis	11,039,077	10,896,305	8,737,641	-20.8%	-19.8%
11	Pittsburgh	10,478,605	9,822,588	8,341,428	-20.4%	-15.1%
12	Palm Beach	7,014,237	6,936,449	5,769,583	-17.7%	-16.8%
13	Cleveland	11,463,391	11,459,390	9,451,834	-17.5%	-17.5%
14	St. Louis	14,697,263	15,384,557	12,507,592	-14.9%	-18.7%
15	Sacramento	10,203,066	10,767,639	8,718,817	-14.5%	-19.0%
16	Indianapolis	8,524,442	8,272,289	7,478,835	-12.3%	-9.6%
17	Albuquerque	6,471,415	6,727,384	5,697,625	-12.0%	-15.3%
18	Tucson	4,130,321	4,429,905	3,658,199	-11.4%	-17.4%
19	Orange County	9,627,172	9,979,699	8,609,008	-10.6%	-13.7%
20	Kahului	5,896,989	6,517,710	5,338,986	-9.5%	-18.1%
21	Jacksonville	5,741,652	6,319,016	5,503,247	-4.2%	-12.9%
22	Columbus	6,614,891	7,726,421	6,362,406	-3.8%	-17.7%
23	Raleigh/Durham	9,303,904	10,037,424	9,161,259	-1.5%	-8.7%
24	Portland	13,879,701	14,654,222	13,675,924	-1.5%	-6.7%
25	Fort Myers	7,518,169	8,049,676	7,537,745	0.3%	-6.4%
26	Omaha	4,193,046	4,421,274	4,212,399	0.5%	-4.7%
27	Kansas City	9,991,681	12,000,997	10,158,452	1.7%	-15.4%
28	Anchorage	4,400,206	4,577,771	4,482,585	1.9%	-2.1%
29	Nashville	9,232,541	9,876,524	9,602,169	4.0%	-2.8%
30	Buffalo	4,868,893	5,308,723	5,176,802	6.3%	-2.5%
31	New Orleans	7,775,147	7,530,770	8,524,303	9.6%	13.2%
32	San Antonio	7,425,983	8,033,014	8,171,824	10.0%	1.7%
33	Austin	7,683,545	8,885,391	9,080,875	18.2%	2.2%
34	Houston Hobby	8,252,532	8,819,521	9,843,302	19.3%	11.6%
35	Milwaukee	7,268,000	7,712,535	9,522,456	31.0%	23.5%
36	Dallas Love Field	5,909,599	7,953,385	7,980,020	35.0%	0.3%

Source: LAWA summary of airport records published February 2012

LAWA points out that Oakland and San Jose have also suffered substantial passenger declines. Doesn't that show that this really is a California-wide problem?

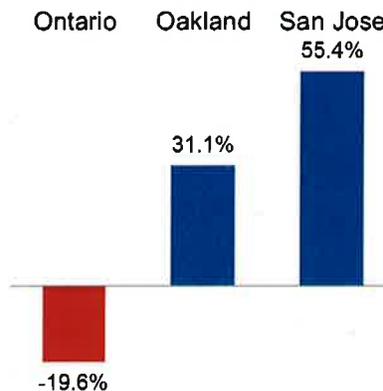
San Francisco area travelers will recall that Southwest Airlines pulled out of SFO in 2001, creating an unusual situation in which SFO had almost no service by low cost carriers. That situation continued until 2007. By then, Virgin America and JetBlue had concluded that SFO represented an under-served airport. At about the same time that JetBlue and Virgin America started service at SFO in 2007, Southwest re-started SFO service as part of a competitive battle. The net result is that the three San Francisco area airports now all have significant low cost service. The redistribution of service between the three airports, however, has caused significant *one-time* declines at both Oakland and San Jose.

**Low Cost Carrier Passengers in the San Francisco Area Moved Back to SFO as JetBlue and Southwest Moved Operations to SFO to Compete with Virgin America**



Taking away the effect of this one-time re-balancing of low cost airline service among the San Francisco airports, we find that, over the longer term, both Oakland and San Jose have experienced healthy passenger growth while ONT has not.

**Passenger Change at ONT, OAK, SJC  
1991-2011**



Another reason given by LAWA for ONT's poor performance is the failure of ExpressJet which had used ONT as a focus city in 2007 and 2008. The facts, however, do not support this conclusion. The number of ONT passengers peaked in 2005 well before ExpressJet began its build-up. During its peak, ExpressJet never carried more than about 6% of ONT passengers.

The only medium size airport in the U.S. which has lost a greater percentage of passengers than ONT is Cincinnati. Yet even Cincinnati does not fare as badly as ONT once connecting passengers are excluded. In other words, if we just compare the number of passengers actually traveling to or from Cincinnati in 2005, 2007, and 2011, we find that the Cincinnati has lost about 6% of these passengers since 2007, and about 30% since 2005, substantially better than ONT.

In summary, for multiple reasons, including the way that LAWA managed ONT in a difficult environment, ONT has suffered disproportionately and stands by itself among medium size U.S. airports.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES  
AND COMMUNITY SERVICES

DATE: AUGUST 21, 2012

SUBJECT: OPPOSITION LETTER REGARDING AB 2451 (PÉREZ) WORKERS  
COMPENSATION

FINANCIAL

IMPACT: NO FINANCIAL IMPACT

### **INTRODUCTION:**

Assembly Member John A. Pérez, representing California's 46<sup>th</sup> District, has introduced Assembly Bill No. 2451 (AB 2451) which would amend Section 5406 and add Section 5406.8, to the Labor Code, relating to workers' compensation. The Bill would amend current legislation allowing for claims for survivor benefits to be filed indefinitely including decades after employment relationships end. The action authorizes the Mayor to sign an opposition letter for AB 2451 relating to workers' compensation.

### **RECOMMENDATION:**

It is recommended that City Council take the following action:

1. Authorize the Mayor to sign a letter in opposition to AB 2451 (Pérez) workers compensation.

### **DISCUSSION:**

Under current law, certain claims by a wide range of public safety officers and firefighters may be filed up to five (5) years post-employment. AB 2451 proposes to change the law to provide that claims for benefits for firefighter or peace officer from an injury may be made up to one (1) year from the date of death. Current law provides presumptions of work causation include hernia, heart trouble, pneumonia, cancer, leukemia, tuberculosis, blood-borne infectious disease, and methicillin-resistant staphylococcus aureus skin infection (MRSA). Staff is concerned that AB 2451 does not act like other presumptions, which contain some limitations on time of filing of claims to reasonably limit public employer exposure. Instead, AB 2451 is open ended to allow the filing of a claim. It is important to note that there is also no specific length of employment attachment to a particular employer before the public entity liability begins. It is important to note that federally mandated workers compensation law was to establish limits and caps on employer liability with statutory safeguards in exchange for quick, dependable and equitable benefits for injured workers and survivors outside the liability justice system.

AB 2451 negatively affects all public entities because the change in law will make it nearly impossible to plan for and adequately fund for an unknown universe of claims that will be filed beginning January 1, 2013 by all voluntary, fully paid, or partly paid firefighter and peace officer families decades after the employment relationship ends. Further, AB 2451 would increase workers' compensation costs for counties alone by roughly \$60 million annually (based on an estimate of a \$20 million cost increase to Los Angeles County by the Los Angeles County Chief Executive Office Risk Management Branch) at a time when local governments are struggling to provide vital services. This bill also erodes the original intent of the Workers' Compensation Act and subsequent reforms to the system enacted in 2004, designed to provide fair and timely benefits to injured employees at a reasonable cost to employers.

The California State Association of Counties (CSAC), the Regional Council of Rural Counties (RCRC), the League of California Cities (LCC), the California Special Districts Association (CSDA) and the Association of California Healthcare Districts (ACHD) all oppose AB 2451 and have requested individual cities to take similar position.

Staff is recommending that the City Council authorize the Mayor to sign a letter in opposition to AB 2451. A draft copy of this letter is attached.

**FISCAL IMPACT:**

There is no current fiscal impact related to this report.

Prepared and submitted by:

Reviewed and approved by:



\_\_\_\_\_  
Eddie De La Torre  
Management Analyst



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



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

Attachment: Opposition Letter to AB 2451



**Mayor**  
JEREMY B. YAMAGUCHI

**Mayor Pro Tem**  
CHAD P. WANKE

**Councilmembers:**  
JOSEPH V. AGUIRRE  
SCOTT W. NELSON  
CONSTANCE M. UNDERHILL

**City Clerk:**  
PATRICK J. MELIA

**City Treasurer:**  
CRAIG S. GREEN

**City Administrator**  
TROY L. BUTZLAFF, ICMA-CM

401 East Chapman Avenue – Placentia, California 92870

August 21, 2012

The Honorable Bob Huff  
Member, California State Senate  
State Capitol, Room 305  
Sacramento, CA 95814

**SUBJECT: AB 2451 (PÉREZ)--PUBLIC EMPLOYERS: WORKERS' COMPENSATION:  
NEW LIABILITY – OPPOSE  
SENATE THIRD READING**

Dear Senator Huff,

The City of Placentia is writing to ask you to **OPPOSE AB 2451 (Perez)** which unreasonably increases liability and costs for public entities by indefinitely extending the timeframe to file for death benefits long after the employment relationship ends. We are very concerned that **AB 2451** creates an expensive and unnecessary mandate on public entities at a time when local government budgets have been cut to the bone, staff has been laid off and more cuts are being contemplated.

Under current law, certain claims by a wide range of public safety officers and firefighters may be filed up to five years post-employment. **AB 2451** proposes to change the law to provide that claims for benefits for firefighter or peace officer from an injury may be made up to one year from the date of death. Current law provides presumptions of work causation which include; hernia, heart trouble, pneumonia, cancer, leukemia, tuberculosis, blood-borne infectious disease, and methicillin-resistant staphylococcus aureus skin infection (MRSA).

Public entities, including the State of California, already are obligated to pay on the vast majority of presumption claims filed under these and other statutes due to the high evidentiary bar set in statute. The City of Placentia is very concerned that **AB 2451** does not act like other presumptions, which contain some limitations on time of filing of claims to reasonably limit public employer exposure. Instead, **AB 2451** is open ended to allow the filing of a claim up to one year from date of death. It is important to note that there is also no specific length of employment attachment to a particular employer before the public entity liability begins. The genesis of federally mandated workers compensation law was to establish limits and caps on employer liability with statutory safeguards in exchange for quick, dependable and equitable benefits for injured workers and survivors outside the liability justice system.

**AB 2451** negatively affects public entities because the change in law will make it nearly impossible to plan for and adequately fund for an unknown universe of claims that will be filed beginning January 1, 2013 by all voluntary, fully paid, or partly paid firefighter and peace officer families decades after the employment relationship ends.

For these reasons, the City of Placentia urges your **“NO”** vote on **AB 2451 (Pérez)** when it comes before you for consideration.

Sincerely,

Jeremy B. Yamaguchi,  
Mayor

cc: Office of Governor Brown



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DEPUTY DIRECTOR OF COMMUNITY SERVICES  
DATE: AUGUST 21, 2012  
SUBJECT: **APPROVE AWARD OF CONSTRUCTION CONTRACT TO MICON CONSTRUCTION INC. FOR THE NEIGHBORHOOD PARK FACILITY AND ACCESSIBILITY IMPROVEMENT PROJECT**

FISCAL  
IMPACT: EXPENSE: \$233,304.99 CONSTRUCTION  
OFFSETTING REVENUE: \$233,304.99 CDBG & PARK DEVELOPMENT FUNDS  
BUDGETED: \$240,500.00 (ACCOUNT NO.: 333555-6185  
J/L 6109440133-6185)

### **SUMMARY:**

In 2011, the City was awarded Community Development Block Grant (CDBG) funds to improve accessibility and facilities at Parque De Los Ninos, McFadden Park, Santa Fe Park, and La Placita Parkette. The project includes upgrading light fixtures, resurfacing athletic courts, installing a new pedestrian bridge, and installing new park benches and picnic tables, and drinking fountains. This action will approve plans and specifications for this project and award a contract for construction to Micon Construction Inc. in the amount of \$212,095.45 with a 10% construction contingency appropriation of \$21,209.55.

### **RECOMMENDATION:**

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

1. Approve plans and specifications prepared by Richard Fisher Associates dated July 16, 2012 for the Neighborhood Park Facility and Accessibility Improvement Project, and
2. Award the construction contract to the lowest responsive and responsible bidder, Micon Construction Inc., for an amount not to exceed \$212,095.45 and authorize the appropriation of a 10% construction contingency fund of \$21,209.55, and
3. Reject all other bids, and
4. Authorize the City Administrator, or his designee, to approve construction change orders pursuant to the requirements set forth in the construction contract and in an amount not to exceed 10% of the project construction cost.

### **DISCUSSION:**

During the 2006 Park and Recreation Facility Development Study, the Recreation and Parks Commission initially identified several City parks that needed accessibility improvements such as replacement of walkway and security lighting along with additional park amenities. In 2010, the Commission again conducted site surveys visiting all parks with staff to assess lighting conditions during the evening hours and to evaluate current park conditions. Based on the input and surveys of the Commission, City staff applied for CDBG funds for improvements to parks in low to moderate income areas of the City including Parque De Los Ninos, McFadden Park, Santa Fe Park, and La Placita Parkette. Once the CDBG funds were awarded, the base bid for the project was designed including new light fixtures and a new pedestrian bridge at Parque De Los Ninos, resurfacing basketball and handball courts along

**1j**

**August 21, 2012**

with a new bench at McFadden Park, new picnic tables and a drinking fountain at Santa Fe park, and a new picnic area at La Placita Parkette. This project was advertised on July 19<sup>th</sup> and 26<sup>th</sup>. A total of nine (9) bids for construction were received on August 14, 2012. The bid summary is as follows:

CONTRACTOR	BID
Micon Construction Inc.	\$172,592.32
LH Engineering Co.	\$176,224.00
FS Construction	\$209,827.00
Vido Samarzich Inc.	\$228,899.50
Unique Performance Construction	\$229,638.00
Facility Builders & Erectors Inc.	\$256,807.00
DLE Construction	\$262,583.45
Green Giant Landscape Inc.	\$262,608.00
Fleming Environmental Inc.	\$293,581.00

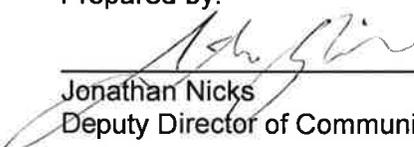
The Engineer's Estimate for the project base bid was approximately \$240,000. The lowest responsive responsible bidder is Micon Construction Inc. in the amount of \$172,592.32. As indicated to bidders, "The agency reserves the right to increase or decrease the amount of any quantity shown and to delete any items from the contract." Included in the bid package were several additional alternative bid items to be considered if funding was available. Since Micon Construction Inc.'s base bid is \$55,000 lower than the amount of CDBG funding available, staff recommends adding the alternative bid items to install new light fixtures at Santa Fe Park and to resurface the basketball and handball courts at Parque De Los Ninos. As a result of these additions the new total amount of Micon Construction's bid is \$208,175.40 with grant funding still available for a 10% construction contingency to cover the cost of unforeseen conditions in the amount of \$20,817.54.

Micon Construction Inc. is based in Placentia and has experience completing similar renovation projects for other public agencies. Micon Construction Inc.'s local references include the City of Westminster, City of Pomona, County of San Bernardino, and the Placentia Yorba Linda Unified School District. In addition, Micon Construction Inc. previously worked for the City of Placentia as the primary contractor for the Kraemer Memorial Park Renovation Project successfully completing the project at the end of 2011. Their proposal, references, and qualifications have been reviewed and approved by City Staff. The construction period is scheduled for 70 working days and will require temporary closures of portions of each of the parks as work is being completed. Staff will work with the contractor to ensure minimal impact on residents and to inform residents regarding park accessibility. Construction will begin once all contract documents have been executed and a notice to proceed has been issued.

**FISCAL IMPACT:**

The project is included in the Fiscal Year 2012-13 Capital Improvement Program Budget, and will be funded with \$228,000 in Community Development Block Grant Funds and \$5,304.99 in Park Development funds, if necessary.

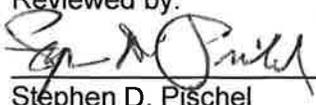
Prepared by:

  
Jonathan Nicks  
Deputy Director of Community Services

Reviewed and approved:

  
Troy L. Butzlaff, CMA-CM  
City Administrator

Reviewed by:

  
Stephen D. Pischel  
Director of Administrative and Community Services

Attachment: Construction Agreement with Micon Construction Inc. for the Neighborhood Park Facility and Accessibility Improvement Project

## AGREEMENT

### PARK NEIGHBORHOOD PARK FACILITY AND ACCESSIBILITY IMPROVEMENT PROJECT CITY PROJECT NO. 61094

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF PLACENTIA, hereinafter referred to as "City" and Micon Construction Inc., a California Corporation, hereinafter referred to as "Contractor." City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

#### WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor agree as follows:

##### 1. General Conditions.

Contractor certifies and agrees that all the terms, conditions, and obligations of the Agreement Documents as hereinafter defined, the location of the job site, and the conditions under which the work is to be performed have been thoroughly reviewed, and enters into this Agreement based upon Contractor's investigation of all such matters and is in no way relying upon City's opinions or representations. Should Contractor discover any latent or unknown conditions materially differing from those inherent in the work or as represented by City, it shall immediately inform City of this and shall not proceed with further work under this Agreement until written instructions are received from the City.

The Parties agree that this Agreement represents the entire agreement between the Parties. The Agreement Documents are defined as and include the Notice to Contractors and Invitation for Bids, the Instructions to Bidders, the Contract Documents, the Contractor's Proposal, the General Provisions, the Special Provisions, the Specifications and Drawings, any of the other Contract Documents and all addenda issued by City with respect to the foregoing prior to the opening of bids. The Parties agree that the Agreement Documents are each incorporated into this Agreement by reference, with the same force and effect as if the same were set forth at length herein, and that Contractor and its subcontractors, if any, will be and are bound by any and all of the Agreement Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by this Agreement.

"Project" as used herein defines the entire scope of the work covered by all the Agreement Documents. Anything mentioned in the Specifications and not indicated in the Drawings, or indicated in the Drawings and not mentioned in the Specifications, shall be of like effect as if indicated and mentioned in both. In case of discrepancy in the Drawings or Specifications, the matter shall be immediately submitted to the City without whose decision Contractor shall not adjust the discrepancy save only at Contractor's own risk and expense. The decision of the City shall be final.

## 2. Materials and Labor.

Contractor shall furnish, under the conditions expressed in the Agreement Documents, at Contractor's own expense, all labor and materials necessary, except such as are mentioned in the Specifications to be furnished by City, to construct and complete the Project, in good workmanlike and substantial order. If Contractor fails to pay for labor or materials when due, City may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, City may settle them directly and deduct the amount of payments from the Agreement price and any amounts due to Contractor. In the event City receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, City shall be entitled to deduct all of its costs and expenses incurred relating thereto, including but not limited to administrative and legal fees. Nothing in this Agreement shall be deemed to limit the legal and/or equitable remedies available to City.

## 3. Project.

The Project is described as:

**PARK NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094**

## 4. Plans and Specifications.

The work to be done is shown in a set of Drawings and Specifications entitled:

**PARK NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094**

The Drawings and Specifications and any revisions and amendments of addenda thereto are incorporated herein as part of this Agreement and referred to by reference.

## 5. Time of Commencement and Completion.

Contractor agrees to commence the Project on the date set forth in the "Notice to Proceed" sent by City and shall diligently prosecute the work to completion within **seventy (70) working days** from the date of the "Notice to Proceed" issued by City excluding delays caused or authorized by City as set forth in sections 8, 9, and 10 hereof.

## 6. Legal Relationship between the Parties.

A. The legal relationship between the Parties hereto is that of an independent contractor, and nothing herein shall be deemed to make Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, agents, and subcontractors shall act in an independent capacity and shall not act as City officers, employees, or agents. The personnel performing the Services under this Agreement on behalf of Contractor

shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or subcontractors shall have control over the conduct of Contractor or any of its officers, employees, or agents, except as set forth in this Agreement. Contractor, its officers, employees, agents, or subcontractors shall not maintain an office or any other type of fixed business location at City's offices.

B. Contractor shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Contractor, its officers, employees, agents, or subcontractors in connection with any performance under this Agreement. Except for fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents, or subcontractors for injury or sickness arising out of performing Services hereunder.

#### 7. Time is of the Essence.

Time is of the essence of this Agreement. As required by the Agreement Documents, Contractor shall prepare and obtain approval of all shop drawings, details and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with an approved construction progress schedule. Contractor shall coordinate the work covered by this Agreement with that of all other contractors, subcontractors and City, in a manner that will facilitate the efficient completion of the entire work in accordance with section 5 herein. City shall have complete control of the premises on which the work is to be performed and shall have the right to decide the time or order in which the various portions of the work shall be installed or the priority of the work of other subcontractors, and, in general, all matters representing the timely and orderly conduct of the work of Contractor on the premises.

#### 8. Excusable Delays.

Contractor shall be excused for any delay in the prosecution or completion of the Project caused by acts of God; inclement weather which exceeds the number of calendar days estimated by City and set forth in section 5 hereof; damages caused by fire or other casualty for which Contractor is not responsible; any act, neglect, or default of City; failure of City to make timely payments to Contractor; late delivery of materials required by this Agreement to be furnished by City; combined action of the workers in no way caused by or resulting from default or collusion on the part of Contractor; a lockout by City; or any other delays reasonably unforeseen by Contractor and beyond Contractor's reasonable control.

City shall extend the time fixed in section 5 for completion of the Project by the number of days Contractor has thus been delayed, provided that Contractor presents a written request to City for such time extension within fifteen (15) days of the commencement of such delay and City finds that the delay is justified. City's decision will be conclusive on the Parties to this Agreement. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor.

No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies City that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages.

#### 9. Extra Work.

The Agreement price as set forth in section 13, includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by City's designated representative specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in section 10 hereof.

City shall extend the time fixed in section 5 for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, as determined by the City. The decision of the City shall be final.

#### 10. Changes in Project.

- A. City may at any time, without notice to any surety, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, including but not limited to changes:
  - 1. In the Drawings and Specifications;
  - 2. In the time, or in the method or manner of performance of the work;
  - 3. In City-furnished facilities, equipment, materials, services, or site; or
  - 4. Directing acceleration in the performance of the work.
- B. A change order shall also be any other written order (including direction, instruction, interpretation, or determination) from City which causes any change, provided Contractor gives City written notice stating the date, circumstances, and source of the order and that Contractor regards the order as a change order.
- C. Except as provided in this section, no order, statement, or conduct of City or its representatives shall be treated as a change under this section or entitle Contractor to an equitable adjustment.
- D. If any change under this section causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Agreement, whether or not changed by any order, City shall make an equitable adjustment and modify this Agreement in writing. Except for claims based on defective specifications, no claim for any change under paragraph (B) above shall be allowed for any costs incurred more than 20 days before Contractor gives written notice as required in

paragraph (B). In the case of defective specifications for which City is responsible, the equitable adjustment shall include any increased direct cost Contractor reasonably incurs in attempting to comply with those defective specifications.

- E. If Contractor intends to assert a claim for an equitable adjustment under this section, it must, within 15 days after receipt of a written change order under paragraph (A) or the furnishing of a written notice under paragraph (B), submit a written statement to City setting forth the general nature and monetary extent of such claim. City may extend the 15-day period. Any such extension shall be valid only if in writing. Contractor may include the statement of claim in the notice under paragraph (B) of this section.
- F. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement.
- G. Contractor hereby agrees to make any and all changes, furnish the materials, and perform the work that City may require without nullifying this Agreement. Contractor shall adhere strictly to the Drawings and Specifications unless a change there from is authorized in writing by City. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of City, and City shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by City. Contractor shall submit immediately to City written copies of its firm's cost or credit proposal for any change in the work. Disputed work shall be performed as ordered in writing by City and the proper cost or credit breakdowns therefor shall be submitted without delay by Contractor to City.

#### 11. Ownership of Documents.

The documents and study materials for this project shall become the property of City upon the termination or completion of the work. Contractor agrees to furnish to City copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement, which is requested in writing by City.

#### 12. Liquidated Damages for Delay.

The Parties agree that if the total work called for under this Agreement, in all parts and requirements, is not completed within the time specified in section 5 plus the allowance made for delays or extensions authorized under sections 8, 9, and 10, City will sustain damage which would be extremely difficult and impracticable to ascertain. The Parties therefore agree that Contractor shall pay to City the sum of **One Thousand Dollars (\$1,000.00) per day**, as liquidated damages, and not as a penalty, for each and every calendar day during which completion of the Project is so delayed. The Parties agree that if the interim completion requirements are not reached within the time specified in the Drawings and Specifications, plus the allowances made for delays and extensions under the terms of this Agreement, Contractor

shall pay City the sum of **One Thousand Dollars (\$1,000.00) per day**, as liquidated damages, and not as a penalty for each day of delay in reaching the interim completion date(s). Contractor agrees to pay such liquidated damages and further agrees that City may offset the amount of liquidated damages from any monies due or that may become due Contractor under this Agreement.

### 13. Agreement Price and Method of Payment.

City agrees to pay and Contractor agrees to accept as full consideration for the faithful performance of this Agreement, subject to any subsequent additions or deductions as provided in approved change orders, the sum of **\$212,095.45** as itemized in Contractor's Proposal attached as Exhibit "A" hereto, which includes the entire alternate bid for Santa Fe Park and items 3 and 4 of the bid alternate for Parque De Los Ninos.

Within thirty (30) days from the commencement of work and the receipt by City of Contractor's invoice, there shall be paid to Contractor a sum equal to ninety percent (95%) of the value of the actual work completed plus a like percentage of the value of material suitably stored at the worksite or approved storage yards subject to or under the control of City, since the commencement of the work as determined by City.

Thereafter, Contractor may submit monthly statements requesting payment based upon the value of the work completed and materials used. The monthly statements must include a detailed breakdown of all work completed and materials used during the period covered by the statement, as may be required by City. Upon approval of such payment request by City, payment shall be made to Contractor for ninety percent (95%) of the work completed and materials used. City shall retain five percent (5%) of the amount of each such progress estimate and material cost until the Final Payment.

Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the City, stating that the work for which payment is demanded has been performed in accordance with the terms of this Agreement and that the amount stated in the certificate is due under the terms of this Agreement. Partial payments on the Agreement price shall not be considered as an acceptance of any part of the work.

The City may withhold all or part of any progress payments to such extent as may be necessary to protect the City from losses on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to subcontractors for material or labor;
- D. A reasonable doubt that the contract can be completed for the balance then paid;
- E. Damage to another contractor; and/or
- F. Default of the Contractor in the performance of the terms and/or conditions of the Contract.

Any subcontractor, material supplier, or workman, or anyone else having any claim against the Contractor for or on account of work done or material furnished for the performance of the work provided for hereunder, may give notice of said claim and of the amount thereof to the City, who may, but shall not be obliged to, thereupon withhold any and all payments due or to become due thereafter to the Contractor until said claims are adjusted and paid. The provisions of this article shall not lessen or diminish, but shall be in addition to, the right or duty of the City to withhold any payments under the provisions of the laws of the State of California requiring the withholding of sums due to the Contractor.

14. Substitution of Securities in Lieu of Retention of Funds.

Pursuant to Public Contract Code section 22300 et seq., Contractor shall be entitled to post approved securities with City or an approved financial institution in order to have City release funds retained by City to insure performance of this Agreement. Contractor shall be required to execute an addendum to this Agreement together with escrow instructions and any other documents in order to effect this substitution.

15. Completion.

Within ten (10) days after the Agreement completion date of the Project, Contractor shall file with the City its affidavit stating that all workers and persons employed, all firms supplying materials, and all subcontractors upon the Project have been paid in full, and that there are no claims outstanding against the Project for either labor or material, except those certain items, if any, to be set forth in an affidavit covering disputed claims, or items in connection with Stop Notices which have been filed under the provisions of the statutes of the State of California. City may require affidavits or certificates of payment and/or releases from any subcontractor, laborer, or material supplier.

Upon receipt of Contractor's affidavit, City shall prepare a Final Closeout agreement setting forth the particular details of the completed project, including but not limited to, description and amount of all change orders, the final amounts of the Agreement, as amended, and the identification of any unresolved claims or disputes. Upon receipt of a duly executed Final Closeout agreement, City shall submit the project and the agreements to the City Council for acceptance of the job as complete, and approval of the Final Closeout agreement.

16. Contractor's Employees Compensation

A. General Prevailing Rate:

City has ascertained from the State of California Director of Industrial Relations, the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which the work is to be performed for each craft or type of work needed to execute this Agreement, and copies of the same are on file in the City offices. Contractor agrees that no less than these prevailing rates shall be paid to workers employed on this public works contract as required by California Labor Code section 1774. If both Federal and State wage rates are otherwise

applicable, then the higher of the two shall prevail.

B. Forfeiture for Violation:

Contractor shall, as a penalty to City, forfeit fifty dollars (\$50.00) for each calendar day or portion thereof for each worker paid (either by Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with California Labor Code sections 1770 through 1780 for the work provided for in this Agreement, all in accordance with California Labor Code section 1775.

C. Apprentices:

California Labor Code sections 1777.5, 1777.6, and 1777.7, regarding the employment of apprentices are applicable to this Agreement and Contractor shall comply therewith if the prime contract involves thirty thousand dollars (\$30,000.00) or more, twenty (20) working days or more, or if contracts of specialty contractors not bidding for work through the general or prime contractor are two thousand dollars (\$2,000.00) or more or five (5) working days or more.

D. Workday:

In the performance of this Agreement, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in paragraph (B) above. Contractor shall conform to California Labor Code section 1810 et seq., and shall forfeit to City as a penalty, the sum of twenty-five dollars (\$25.00) for each worker employed in the execution of work pursuant to this Agreement by Contractor or any subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of such provision. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with this Project.

E. Record of Wages; Inspection:

Contractor agrees to maintain accurate payroll records showing the name, address, social security number, work classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Project and agrees to require that each of its subcontractors does the same. All payroll records shall be certified as accurate by the applicable Contractor or subcontractor or its agent having authority over such matters. Contractor further agrees that its payroll records

and those of its subcontractors shall be available to the employee or employee's representative, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards and shall comply with California Labor Code section 1776 et seq.

17. Surety Bonds.

Contractor shall, before entering upon the performance of this Agreement furnish bonds approved by City's Attorney; one in the amount of One Hundred Percent (100%) percent of the contract price bid to guarantee the faithful performance of the work, and the other in the amount of One Hundred Percent (100%) of the contract price bid to guarantee payment of all claims for labor and materials furnished. This Contract shall not become effective until such bonds are supplied to and approved by City. Bonds must be issued by a surety authorized by the State Insurance Commissioner to do business in California. The labor and material bond shall be maintained by Contractor in full force and effect until the work has been completed and accepted by City and all claims for labor and material have been paid. The performance bond shall remain in full force and effect through the warranty period. All bonds required to be submitted relating to this Agreement must comply with California Code of Civil Procedure section 995.630. Each bond shall be executed in the name of the surety insurer, under penalty of perjury, or the fact of execution of each bond shall be duly acknowledged before an officer authorized to take and certify acknowledgements, and either one of the following conditions shall be satisfied:

- A. A copy of the transcript or record of the unrevoked appointment, power of attorney, by-laws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer entitling or authorizing the person who executed the bond to do so for and on behalf of the insurer, is on file in the Office of the County Clerk of the County of Orange; or
- B. A copy of a valid power of attorney is attached to the bond.

18. Insurance.

- A. Contractor is aware of the provisions of California Labor Code section 3700 which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Agreement.
- B. Contractor and all subcontractors shall carry workers' compensation insurance for the protection of their respective employees during the progress of the work. The insurer shall waive its rights of subrogation against City, its officers, agents, and employees and shall issue an endorsement certificate to the policy evidencing same.
- C. Contractor agrees that it shall, at all times during the term of this Agreement, carry on all operations hereunder, comprehensive or

commercial general liability insurance, including bodily injury, death, and property damage, and automotive operations. All insurance coverage of the above-required types, shall be in amounts specified by City in the Insurance Requirements, set forth in Subparagraph E below, and in the Bid Documents, and shall be evidenced by the issuance of a certificate in a form prescribed by City and shall be underwritten by insurance companies satisfactory to City for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. All insurance coverage obtained by Contractor, excepting workers' compensation coverage, shall name City, its City Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, as determined by City, as additional insured by endorsement to the policies.

- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days' written notice to City.
- E. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Agreement is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of City by Contractor under section 19 of this Agreement. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Agreement, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having an A.M. Best's Guide Rating of "A-" Class VII or better. City recognizes that State Compensation Insurance Fund has withdrawn from participation in the A.M. Best's Rating Guide process. Nevertheless, City will accept State Compensation Insurance Fund for the required policy of worker's compensation insurance, subject to City's option, at any time during the term of this Contract, to require a change in insurer upon twenty (20) days' written notice. Further, City will require Contractor to substitute any insurer whose rating drops below the levels herein specified. The substitution shall occur within twenty (20) days of written notice to Contractor, by City or its agent.

Contractor shall maintain the following insurance:

1. Workers' Compensation, in accordance with the Workers' Compensation Act of the State of California in at least the minimum amounts required by law.
2. Public Liability in the form of either Comprehensive General Liability or Commercial General Liability written on a per occurrence basis in the amount of

either: \$1,000,000 Combined Single Limit, per occurrence for bodily injury, death, and property damage; or \$1,000,000 per occurrence with \$1,000,000 aggregate for bodily injury, death, and property damage; or \$1,000,000 aggregate, separate for this project for bodily injury, death and property damage

3. Automobile Liability, including non-owned and hired vehicles in the amount of \$1,000,000 combined single limit per occurrence.

City or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates and endorsements. Contractor shall pay the premiums on the insurance hereinabove required.

#### 19. Indemnity.

Contractor agrees to save, indemnify, and keep City, its Council Members, Officers, Agents, Employees, Engineers, and Contractors for this Agreement, harmless against any and all liability, claims, judgments, costs, and demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation arising through the negligence or willful misconduct of City and will make good to and reimburse City for any expenditures, including reasonable attorneys' fees, City may incur by reason of such matters, and if requested by City, will defend any such suits at the sole cost and expense of Contractor. Contractor further agrees to promptly pay any judgment rendered against the Contractor or City covering such liability, claims, costs, and demands arising out of the obligations herein undertaken or out of the operations conducted by Contractor.

In the event Contractor or its insurer refuses or fails to provide a legal defense to City after receiving written notice of the legal action and a tender and demand for defense, City shall have the right to select counsel of its own choice to represent all City's interests. Contractor agrees that the amount of legal costs and expenses including attorneys' fees may be withheld by City from any Agreement amounts due and owing to Contractor until such time as a final determination is made as to the responsibility for payment of the fees and costs.

#### 20. Contractors Employee Employment Verification.

(Language to be used for all contracts over \$50,000 as specified by Federal Grant Requirements)

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.

21. Termination.

- A. City may terminate this Agreement for its convenience at any time, in whole or in part, without cause, by giving Contractor written notice thereof.
- B. City may terminate this Agreement for Contractor's default if a federal or state proceeding for the relief of debtors is undertaken by or against Contractor, or if Contractor makes an assignment for the benefit of creditors, or if Contractor breaches any term(s) or violates any provision(s) of this Agreement and does not cure such breach or violation within ten (10) calendar days after written notice thereof by City. Contractor shall be liable for any and all reasonable costs incurred by City as a result of such default including, but limited to, procurement costs of the same or similar services defaulted by Contractor under this Agreement.
- C. If City terminates this Agreement, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for unperformed services or work, or for anticipated profit on unperformed services or other work, and (2) any payment due to Contractor at the time of termination may be adjusted to cover any additional costs to City because of Contractor's default. The equitable adjustment shall include a reasonable profit for services or other work performed, but no adjustment will be allowed for anticipated profits. The equitable adjustment for any termination shall provide for payment to Contractor for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor relating to commitments which had become firm prior to the termination. Thereafter Contractor shall have no further



#### 24. Licenses and Qualifications.

Contractor represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit or approval which is legally required for Contractor to perform its professional duties under this Agreement.

#### 25. Warranty.

Contractor agrees to perform all work under this Agreement in accordance with City's designs, drawings, and specifications.

Contractor guarantees for a period of at least one (1) year from the date of substantial completion with beneficial occupancy of the work as mutually agreed by the Parties or the date of acceptance of the project as completed by City, that the completed work is free from all defects due to faulty materials, equipment, or workmanship and that it shall promptly make whatever adjustments or corrections which may be necessary to cure any defects, including repairs of any damage to other parts of the system resulting from such defects. City shall promptly give notice to Contractor of observed defects. In the event that Contractor fails to make adjustments, repairs, corrections, or other work made necessary by such defects, City may do so and charge Contractor the cost incurred. The performance bond shall remain in full force and effect through the guarantee period.

Contractor's obligations under this clause are in addition to Contractor's other express or implied assurances under this Agreement or state law and in no way diminish any other rights that City may have against the Contractor for faulty materials, equipment, or work.

#### 26. Assignments.

No assignment by Contractor of this Agreement or any part hereof, or of funds to be received hereunder, will be recognized by City unless such assignment has had prior written approval and consent of City and the surety.

#### 27. Successors in Interest.

This Agreement shall be binding upon and ensure to the benefit of the Parties' successors and assignees.

#### 28. Compliance with Law.

Contractor certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that Contractor is in compliance with all federal and state laws, local directives, and executive orders regarding non-

discrimination in employment; and that Contractor agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

29. Jurisdiction.

This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in interpreting this Agreement, all Parties having been represented by counsel in the negotiation and preparation hereof. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court, as appropriate, with jurisdiction over the City of Placentia.

30. Dispute Resolution.

City and Contractor shall comply with the provisions of California Public Contracts Code section 20104 et seq., regarding resolution of construction claims for any claims which arise between City and Contractor.

31. Safety and Health.

Contractor acknowledges the provisions of California Labor Code section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. City shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. In the event City identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, City is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this section. City may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by City to Contractor in accordance with the provisions of this section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against City.

32. Agreement Execution Authorization.

Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Agreement and that such execution is binding upon the entity for which he or she is executing this document.

33. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the Parties hereto and supersedes all previous negotiations, discussions, and agreements between the Parties with respect to the subject matter hereof. No parole evidence shall be permitted to contradict or vary

the terms of this Agreement.

34. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be invalid under the applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement.

35. Conflicts.

To the extent that there is any conflict between the provisions of this Agreement and the City's Request for Proposals, the Contractor's Proposal and/or any of the other Agreement Documents, the terms and conditions of this Agreement shall govern.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first hereinabove written.

CITY OF PLACENTIA

By: \_\_\_\_\_  
Troy L. Butzlaff, City Administrator

ATTEST:

By: \_\_\_\_\_  
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

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

CONTRACTOR:

By \_\_\_\_\_

By \_\_\_\_\_

PROPOSAL

FOR

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

IN THE CITY OF PLACENTIA

TO THE CITY OF PLACENTIA, as AGENCY

In accordance with AGENCY'S Notice Inviting Sealed Bids, the undersigned BIDDER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above-stated project as set forth in the Plans, Specifications and contract documents therefore, and to perform all work in the manner and time prescribed therein.

BIDDER declares that this proposal is based upon careful examination of the work site, Plans, Specifications, Instruction to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with AGENCY at the unit and/or lump-sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to AGENCY of the guarantee accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE AGENCY RESERVES THE RIGHT TO INCREASE OR DECREASE THE AMOUNT OF ANY QUANTITY SHOWN AND TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump-sum prices bid include all appurtenant expenses, taxes, royalties and fees. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned further agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10-working days after the date of the AGENCY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the AGENCY and this bid and the acceptance hereof may, at the AGENCY'S option, be considered null and void.

Accompanying this proposal of bid, find bidder's bond in the amount of \$ 31,000.00 which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the AGENCY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
1	July 30, 2012	<i>Bene F. Hall</i>
2	August 2, 2012	<i>Bene F. Hall</i>

**BID SCHEDULE**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**LA PLACITA PARKETTE**

**BASE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$1,496.00	\$1,496.00
2.	Clearing & Grubbing / Demolition	L.S.	1	\$1,230.00	\$1,230.00
3.	4 inch Concrete Paving	S.F.	513	\$8.24	\$4,227.12
4.	Picnic Table (Standard)	EA.	1	\$1,050.00	\$1,050.00
5.	Picnic Table (Accessible)	EA.	1	\$1,030.00	\$1,030.00
6.	Trash Receptacle	EA.	2	\$556.20	\$1,112.40
7.	Electrical Improvements (per Electrical Plans)	L.S.	1	n/a	n/a
8.	Irrigation System Modifications	L.S.	1	\$3,200.00	\$3,200.00
9.	Sodded Turfgrass (including Fine Grading)	S.F.	484	\$1.85	\$895.40
TOTAL BASE BID SCHEDULE IN FIGURES					\$14,247.52
TOTAL BASE BID SCHEDULE IN WORDS <u>Fourteen thousand two hundred</u> <u>forty seven dollars and fifty two cents</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**McFADDEN PARK**

**BASE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$2,592.90	\$2,592.90
2.	Clearing & Grubbing / Demolition	L.S.	1	\$3,659.00	\$3,659.00
3.	Resurface Full Basketball Court	EA.	1	\$4,888.00	\$4,888.00
4.	Resurface Half Basketball Court	EA.	1	\$2,444.19	\$2,444.19
5.	Resurface Handball Courts	EA.	2	\$1,222.10	\$2,444.20
6.	Repaint Handball Court Walls	L.S.	1	\$1,735.80	\$1,735.80
7.	Bench with Concrete Slab	EA.	2	\$1,584.14	\$3,168.28
8.	Irrigation System Modifications	L.S.	1	\$1,200.00	\$1,200.00
TOTAL BASE BID SCHEDULE IN FIGURES					\$22,132.37
TOTAL BASE BID SCHEDULE IN WORDS <u>Twenty two thousand one hundred thirty two dollars and thirty seven cents</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**McFADDEN PARK**

**ALTERNATE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$ 2,933.00	\$ 2,933.00
2.	Clearing & Grubbing / Demolition	L.S.	1	\$ 2,055.83	\$ 2,055.83
3.	Wood Planking for Bridge Deck	L.S.	1	\$ 5,473.24	\$ 5,473.24
4.	Re-galvanize & Reinstall Fence Posts on Bridge	L.S.	1	\$ 900.40	\$ 900.40
5.	Chain Link Fabric	L.F.	90	\$ 28.17	\$ 2,535.30
6.	Electrical Improvements (per Electrical Plans)	L.S.	1	\$ 31,157.30	\$ 31,157.30
7.	Sodded Turfgrass (including Fine Grading)	S.F.	153	\$ 3.09	\$ 472.77
TOTAL ALTERNATE BID SCHEDULE IN FIGURES					\$ 46,486.09
TOTAL ALTERNATE BID SCHEDULE IN WORDS <u>Forty six thousand, four</u> <u>hundred and eighty six dollars and nine cents</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**PARQUE de LOS NIÑOS**

**BASE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$ 6,634.00	\$ 6,634.00
2.	Clearing & Grubbing / Demolition	L.S.	1	\$ 9,621.79	\$ 9,621.79
3.	Electrical Improvements (per Electrical Plans)	L.S.	1	\$ 59,276.50	\$ 59,276.50
4.	Regrading & Concrete Paving for ADA Compliant Walkway @ Vicente Ave	S.F.	462	\$ 9.27	\$ 4,282.74
5.	Wood Planking for Bridge Deck	L.S.	1	\$ 6,784.82	\$ 6,784.82
6.	Re-galvanize & Reinstall Fence Posts on Bridge	L.S.	1	\$ 1,246.30	\$ 1,246.30
7.	Chain Link Fabric	L.F.	100	\$ 33.17	\$ 3,317.00
8.	Irrigation System Modifications	L.S.	1	\$ 3,600.00	\$ 3,600.00
9.	Sodded Turfgrass (including Fine Grading)	S.F.	9,157	\$ .82	\$ 7,508.74
TOTAL BASE BID SCHEDULE IN FIGURES					\$ 102,279.89
TOTAL BASE BID SCHEDULE IN WORDS <u>ONE HUNDRED AND TWO THOUSAND, TWO HUNDRED AND SEVENTY NINE DOLLARS AND EIGHTY NINE CENTS</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**PARQUE de LOS NIÑOS**

**ALTERNATE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$4,065.00	\$4,065.00
2.	Clearing & Grubbing / Demolition	L.S.	1	\$6,739.39	\$6,739.39
3.	Resurface Full Basketball Court	EA.	1	\$4,888.38	\$4,888.38
4.	Resurface Handball Courts	EA.	2	\$1,222.10	\$2,444.20
5.	Repaint Handball Court Walls	L.S.	1	\$6,644.74	\$6,644.74
6.	4 inch Concrete Paving	S.F.	2,345	\$7.00	\$16,415.00
7.	Picnic Table (Standard)	EA.	3	\$860.05	\$2,580.15
8.	Picnic Table (Accessible)	EA.	3	\$849.75	\$2,549.25
9.	Barbeque	EA.	1	\$358.44	\$358.44
10.	Trash Receptacle	EA.	1	\$556.20	\$556.20
11.	Irrigation System Modifications	L.S.	1	\$3,500.00	\$3,500.00
12.	Sodded Turfgrass (including Fine Grading)	S.F.	4,118	\$1.03	\$4,241.54
TOTAL ALTERNATE BID SCHEDULE IN FIGURES					\$54,982.29
TOTAL ALTERNATE BID SCHEDULE IN WORDS <u>Fifty Four thousand nine hundred eighty two dollars and twenty nine cents</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**SANTA FE PARK**

**BASE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$2,783.00	\$2,783.00
2.	Clearing & Grubbing / Demolition	L.S.	1	\$2,987.72	\$2,987.72
3.	Bench	EA.	2	\$1,200.00	\$2,400.00
4.	4 inch Concrete Paving	S.F.	882	\$8.24	\$7,267.68
5.	Picnic Table (Standard)	EA.	2	\$1,050.60	\$2,101.20
6.	Picnic Table (Accessible)	EA.	1	\$1,030.00	\$1,030.00
7.	Install Drinking Fountain	EA.	1	\$6,283.00	\$6,283.00
8.	Trash Receptacle	EA.	2	\$556.20	\$1,112.40
9.	Irrigation System Modifications	L.S.	1	\$2,700.00	\$2,700.00
10.	Sodded Turfgrass (including Fine Grading)	S.F.	3,786	\$1.39	\$5,262.54
<b>TOTAL BASE BID SCHEDULE IN FIGURES</b>					<b>\$33,932.54</b>
<b>TOTAL BASE BID SCHEDULE IN WORDS</b> <u>Thirty three thousand nine hundred thirty two dollars and fifty four cents</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**SANTA FE PARK**

**ALTERNATE BID**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Mobilization	L.S.	1	\$2,528.50	\$ 2,528.50
2.	Clearing & Grubbing / Demolition	L.S.	1	\$1,545.00	\$1,545.00
3.	Electrical Improvements (per Electrical Plans)	L.S.	1	\$20,085.00	\$ 20,085.00
4.	Sodded Turfgrass (including Fine Grading)	S.F.	5,000	\$ .82	\$ 4,100.00
TOTAL ALTERNATE BID SCHEDULE IN FIGURES					\$28,258.50
TOTAL ALTERNATE BID SCHEDULE IN WORDS <u>Twenty eight thousand two hundred fifty eight dollars and fifty cents</u>					

**BID SCHEDULE (CONT.)**

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

**IN THE CITY OF PLACENTIA**

**SUM TOTAL OF BASE BIDS FOR ALL (4) PARK LOCATIONS**

PARK LOCATION	TOTAL BASE BID AMOUNT
La Placita Parkette	\$14,247.52
McFadden Park	\$22,132.37
Parque de Los Niños	\$102,279.89
Santa Fe Park	\$33,932.54
<b>TOTAL BASE BID SCHEDULE IN FIGURES</b>	<b>\$172,592.32</b>
<b>TOTAL BASE BID SCHEDULE IN WORDS</b> <u>one hundred seventy two thousand five hundred ninety two dollars and thirty two cents</u>	

**SUMMARY OF ALTERNATE BIDS FOR (3) PARK LOCATIONS**

PARK LOCATION	TOTAL ALTERNATE BID AMOUNT
McFadden Park	\$46,486.09
Parque de Los Niños	\$54,982.29
Santa Fe Park	\$28,258.50

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name Micon Construction, Inc.

Business Address 1616 Sierra Madre Circle

Placentia, CA 92870

Telephone 800.949.0203

State Contractor's License No. and Class 744198 A B C8 C12 C27 C61/D12 C61/D34

Original Date Issued 12/31/97 Expiration Date 12/31/13

Federal Employer Identification Number 33-0611193

The following are the names, titles, addresses, and telephone numbers of all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest in this proposal:

Gene F. Holle, President 800.949.0203 1616 Sierra Madre Circle, Placentia, CA 92870

Don Napolitano VP-Sec/Treas 800.949.0203 1616 Sierra Madre Circle, Placentia, CA 82870

The dates of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal, or any firm, corporation, partnership or joint venture of which any principal having an interest in this proposal was an owner, corporate officer, partner, or joint venturer are as follows:

None

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

None

BIDDER: Micon Construction, Inc.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: August 13, 2012

BIDDER: Micon Construction, Inc.  
1616 Sierra Madre Circle  
Placentia, CA 92870

The undersigned declares under penalty of perjury under the laws of the State of California that the representatives made hereto are true and correct.

  
Contractor's Signature

Gene F. Holle, President  
Printed Name

Note: All signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT**

State of: California

County of: Orange

On August 13, 2012, before me, Ruth Lepke, Notary Public

(name and title of the officer)

personally appeared Gene F. Holle, President

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

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

WITNESS my hand and official seal

*Ruth Lepke*

Signature of Notary Public



(Notary Seal)

**OPTIONAL INFORMATION**

Information below is NOT required by law however may deter fraudulent removal of this form

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	
Title or type of document _____			
Additional information _____			

**DESIGNATION OF SUBCONTRACTORS**

In accordance with Government Code Section 4104, the BIDDER shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of 1 percent of the total amount bid and the portion of work to be done by such subcontractor.

Portion of Work (\$)	Name and Address of Subcontractor (Print Clearly or Type)	State License Number	Federal Employer Identification Number
25,000	TRAVELINE 1151 MARKET ST. SUITE B COSTA MESA CA 92626	662625	33-0765238
90,000	KF ELECTRIC 2140 W BROADWAY AVE ANAHEIM CA 92804	868967	558762034

By submission of this proposal, the Bidder certifies:

1. That he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.
2. That the City will be furnished copies of all subcontracts entered into and bonds furnished by subcontractor for this project.

Prior to award of contract, Contractor shall submit a list of suppliers and vendors in writing to the City Engineer.

REFERENCES

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

1. 

SEE ATTACHED

---

Name and Address of Owner

---

Name and telephone number of person familiar with project

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Contract amount	Type of work	Date completed
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2. 

---

Name and Address of Owner

---

Name and telephone number of person familiar with project

---

Contract amount	Type of work	Date completed
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3. 

---

Name and Address of Owner

---

Name and telephone number of person familiar with project

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Contract amount	Type of work	Date completed
-----------------	--------------	----------------

The following are the names, addresses, and telephone numbers of all brokers and sureties from whom BIDDER intends to procure insurance and bonds:

SEE ATTACHED

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# MICON CONSTRUCTION INC.

## REFERENCE LIST

<b>DEL NORTE PARK</b> .....	\$498,442.00
Corona, CA.....	complete 7/12
Excavation, grading, concrete, fencing, play splashpad, site amenities. electrical, irrigation, pump building.	
Owner: City of West Covina	
1444 West Garvey Avenue	
West Covina, CA 91790	
Contact: Mike Shott	626.201.3317
<b>KRAEMER MEMORIAL PARK</b> .....	\$361,387.00
Placentia, CA.....	complete 12/11
Demo, excavation, grading, landscape, irrigation, drainage, concrete, pavers, electrical, play areas	
Owner: City of Placentia	
401 E. Chapman Avenue	
Placentia, CA 92870	
Jon Nicks, Deputy Director of Public Works	714.993.8227
<b>RICHMAN FIELD IMPROVEMENTS</b> .....	\$371,814.00
Fullerton, California.....	complete 9/1/11
Demo, Excavation, Landscape, Irrigation, Site Amenities, Flatwork..	
Owner: City of Fullerton	
303 W Commonwealth Ave	
Fullerton, CA 92832	
714.738.6867- Karen Kobayashi	karenk@ci.fullerton.ca.us
<b>COUNTY OF SAN BERNARDINO – LAKE GREGORY COUNTY PARK</b> .....	\$628,159.00
San Bernardino, California.....	10/2010 to 5 20/11
Construction Demolition, grading, drainage, concrete, site amenities, irrigation, landscape, electrical, shelter, play equipment installation etc.	
Owner: County of San Bernardino	
385 North Arrowhead Ave. 3 <sup>rd</sup> . Floor	
San Bernardino, CA 92415	
909.387.3096 – Paul De Armond, Project Manager	PDeArmond@ae.sbcounty.gov
<b>COUNTY OF SAN BERNARDINO – ALMA HOFMAN PARK</b> .....	\$576,670.00
Montclair, California.....	2/10 to 6/30/10
Construction ; Demolition, grading, drainage, concrete, site amenities, irrigation, landscape etc.	
Owner: County of San Bernardino	
385 North Arrowhead Ave. 3 <sup>rd</sup> . Floor	
San Bernardino, CA 92415	
909.387.3096 – Paul De Armond, Project Manager	PDeArmond@ae.sbcounty.gov

Insurance/ Bond - Update -08/8/2012

	<b>Insured-Micon Construction Inc</b>
Carrier-General Liability Rating Policy # Exp Date Agent for Certificate Agent - Company name E mail- Certificate Ph # Fax#	Great American Assurance Co A XIV Rated – admitted. GLP2101307 5/10/2013 Kennail Goad Alliant Commercial Group <u>Email: kgoad@alliantinsurance.com</u> Direct Dial : (909) 474-8770 Fax: (909) 886-2013
Carrier-Automobile Liability Policy # Exp Date Agent for Certificate Company name E mail- Certificate Ph # Fax#	Farmers Insurance Exchange 60358-49-68 7/20/2013 Jessie Gerald B Hier Insurance Agency <u>jessie@hierinsurance.com</u> 800-300-1922 800-553-2774
Carrier-Workers compensation Policy # Exp Date Agent for Certificate Agent - Company name E mail- Certificate Ph # Fax#	Truck Insurance Exchange A0931-43-88 12/21/2012 Jessie Gerald B Heir Insurance Agency <u>jessie@hierinsurance.com</u> 800-300-1922 800-553-2774
Carrier-Equipment Floater Policy # Exp Date Agent for Certificate Agent - Company name E mail- Certificate Ph # Fax#	Truck Insurance Exchange 60512-02-25 7/20/2013 Jessie Gerald B Heir Insurance Agency <u>jessie@hierinsurance.com</u> 800-300-1922 800-553-2774
<b><u>Bonding Company Information:</u></b>	
Agent for Bond Agent - Company name P: 909.474.8803 F: 909.886.2013	Jay Freeman Alliant Insurance Services, Inc. 735 Carnegie Drive, Suite 200 San Bernardino, CA 92408
Surety Agent Surety- Company Name P: 714.740.7000 F: 714.740.9258	Paul Dito HCC Surety Group 625 The City Drive South, Suite 130 Orange, CA 92868

**BIDDER'S STATEMENT**

Bidder understands and agrees that this written proposal, or any part thereof specifically designated and accepted by the City of Placentia, shall constitute the entire agreement between bidder and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with signature and official seal, noting thereon the action of approval of the Council, signed by the City Attorney, denoting approval of the form of this document and when it or any exact copy of it has been either delivered to bidder or deposited with the United States Postal Service properly addressed to bidder with the correct postage affixed thereto. Bidder further agrees that, upon delivery as defined above of the accepted agreement, he will furnish City all required bonds and insurance certificates within ten (10) days, excluding Saturdays, Sundays and legal holidays, or the funds, check, draft, or bidder's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to delay and other causes suffered by City because it is distinctly agreed that the proof of damages actually suffered is difficult to ascertain; otherwise, said funds, check, drafts, or bidder's bond substituted in lieu thereof shall be returned to the undersigned.

All the terms contained in the specifications and scope of work are to be incorporated by reference into this agreement and are made specifically a part of this bid.

Name of Firm: Micon Construction, Inc. Phone No. (800 ) 949.0203

Micon Construction, Inc.  
Name of Firm

  
Signature of Bidder

Gene F. Holle, President  
Title

**PUBLIC CONTRACT CODE**

**Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_\_ has not  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Bid. Signing this Bid on the signature portion thereof also constitute signature of this Statement.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

**SUBCONTRACTING**

Pursuant to the Standard Specifications, the Contractor shall perform with his own organization contract work amounting to not less than 50 percent of the original contract price.

**PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE**

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No XX

If the answer is yes, explain the circumstances in the following space.

**PUBLIC CONTRACT CODE 10232 STATEMENT**

In conformance with Public Contract Code Section 101232, the Contractor hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Micon Construction, Inc.

\_\_\_\_\_  
Name of Firm

  
\_\_\_\_\_  
Signature of Bidder

Gene F. Holle, President

\_\_\_\_\_  
Title

**DEBARMENT AND SUSPENSION CERTIFICATION**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

None

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

**UTILITY AGREEMENT**

**HONORABLE MAYOR AND CITY COUNCIL  
CITY OF PLACENTIA, CALIFORNIA**

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as the **“NEIGHBORHOOD PARK FACILITY AND ACCESSIBILITY IMPROVEMENT PROJECT NO. 61094,”** (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term “Qualified Person” is defined in Title 8, California Administrative Code, Section 2700, as follows:

**“Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved.”*

The undersigned also promises and agrees that all such work shall be performed in accordance with all applicable electrical utility company’s requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

Contractor Micon Construction, Inc.



By \_\_\_\_\_

Gene F. Holle, President

Title \_\_\_\_\_

Date: August 8, 2012

### DISQUALIFICATION QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

#### QUESTIONNAIRE

Has the Bidder, any officer of the Bidder or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes  No

If the answer is yes, explain the circumstances in the space provided.

N/A

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**NOTE:** This questionnaire constitutes a part of the Proposal, and a signature portion of the Proposal shall constitute signature of this Questionnaire.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

BIDDER certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NONCOLLUSION AFFIDAVIT

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

NONCOLLUSION AFFIDAVIT

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed under penalty of perjury:

  
\_\_\_\_\_  
Signature

August 8, 2012  
\_\_\_\_\_  
Date

Gene F. Holle  
\_\_\_\_\_  
Printed Name

President  
\_\_\_\_\_  
Title

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF AKNOWLEDGMENT**

State of: California

County of: Orange

On August 8, 2012, before me, Ruth Lepke, Notary Public

(name and title of the officer)

personally appeared Gene F. Holle, President

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

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

WITNESS my hand and official seal

Ruth Lepke  
Signature of Notary Public



(Notary Seal)

**OPTIONAL INFORMATION**

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____  <u>Non Collusion Affidavit</u> Title or type of document _____  Additional information _____		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer  <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	

BIDDER: Micon Construction, Inc.

COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

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

Micon Construction, Inc.

Contractor



By

Gene F. Holle, President

Title

Date: August 8, 2012

UNDERGROUND SERVICE ALERT  
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the AGENCY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

**Dig Alert Identification Number:** TBD

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

**Note:** *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the AGENCY upon request.*

**RESPONSIBLE BIDDER – SUPPLEMENTAL QUESTIONNAIRE**

1. How many years has your organization been in business in California as a contractor under your present business name and license number?

15 Years

2. What is your firm’s Average Gross Revenue for the last three years?

\$ 20,000,000

3. Is your firm currently the debtor in a bankruptcy case?

Yes  No

If “ yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A

Case Number	Bankruptcy Court	Date Filed
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4. Was your firm in bankruptcy any time during the last five years? (This question refers only to a bankruptcy action that was not described in answer to question 2, above.)

Yes  No

If “ yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

N/A

Case Number	Bankruptcy Court	Date Filed
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5. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?

Yes  No

6. At any time in the last five years, has your firm been assessed and paid liquidated damages after completion of a project, under a construction contract with either a public or private owner?

Yes  No

7. Has your firm ever defaulted on a construction contract?

Yes  No

If "yes," explain on a separate page.

8. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes  No

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

N/A

9. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

Yes  No

If "yes," on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

N/A

10. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court or arbitration?

Yes  No

If "yes," on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

N/A

11. In the past five years, has your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court or arbitration?

Yes  No

If "yes," on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

N/A

12. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?

Yes  No

13. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes  No

14. Has your firm or any of its owners, officers, or partners ever been liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes  No

15. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?

Yes  No

If "yes," explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

N/A

16. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes  No

If "yes," identify on a separate page, the person or persons convicted, the court and case number, the crimes, and the year convicted.

N/A

17. If your firm was required to pay a premium of more than one per cent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay. You may provide an explanation for a percentage rate higher than one per cent, if you wish to do so.

N/A %

18. During the last five years, has your firm ever been denied bond credit by a surety company, or has there ever been a period of time when your firm has no surety bond in place during a public construction project when on was required?

Yes  No

19. Has CAL OSHA cited and assessed penalties against the General Contractor or its associates for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

**(Note: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)**

Yes  No

If "yes," on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHAB decision.

N/A

20. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against the General Contractor or its associates in the past five years?

**(Note: If an appeal of the citation has been filed and the Appeals Board has not yet ruled, or there is a court appeal pending, you need not include information about the citation.)**

Yes  No

If "yes," on separate page describe the citation, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

N/A

21. Has there been more than one occasion during the last five years in which the General Contractor or its associates was required to pay either back wages or penalties for failure to comply with the state's prevailing wage laws?

Yes  No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid on the amount of back wages and penalties that were assessed.

N/A

22. During the last five years, has there been more than one occasion in which the General Contractor or its associates have been penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes  No

If "yes," on separate page, describe the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid an the amount of back wages and penalties that were assessed.

N/A

**DESIGN ENGINEER MAY NOT BID ON  
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 8th day of August 2012 at

Placentia, CA

  
\_\_\_\_\_  
Authorized Signature

Gene F. Holle; President  
\_\_\_\_\_  
Position

Micon Construction, Inc.  
\_\_\_\_\_  
Company

**NOTICE OF AFFIRMATIVE ACTION**

**“NOTICE”**

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 8th day of August, 2012, at Placentia, CA.

Gene F. Holle  
Authorized Signature

Gene F. Holle, President  
Position

Micon Construction, Inc.  
Company

BIDDER: Micon Construction, Inc.

CITY OF PLACENTIA  
PROPOSAL GUARANTEE

BID BOND

NEIGHBORHOOD PARK FACILITY AND  
ACCESSIBILITY IMPROVEMENT PROJECT  
CITY PROJECT NO. 61094

IN THE CITY OF PLACENTIA

KNOW ALL MEN BY THESE PRESENTS that Micon Construction, Inc.  
U.S. Specialty Insurance Company as BIDDER, and

a corporation organized and existing under the laws of the State of Texas, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of Placentia, as AGENCY, in the penal sum of [IN WORDS] dollars (\$ 10%), which is 10 percent of the total amount bid by BIDDER to AGENCY for the above-stated project, for the payment of which sum, BIDDER and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas BIDDER is about to submit a bid to AGENCY for the above-stated project, if said bid is rejected, or if said bid is accepted and a contract is awarded and entered into by BIDDER in the manner and time specified, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY.

The parties hereto have set their names, titles, hands, and seals this 3rd day of August, 2012.

Dated: August 3, 2012

BIDDER: Micon Construction, Inc.

BIDDER: Name: Micon Construction, Inc.

Address: 1616 Sierra Madre

Placentia, CA 92870

By: *Gene F. Holle*  
(Signature)

Type Name and Title: Gene F. Holle, President

SURETY: Name: U.S. Specialty Insurance Company

Address: 625 The City Drive South #130

Orange, CA 92868

By: *Laurie B. Druck*  
(Signature)

Type Name and Title: Laurie B. Druck, Attorney-in-Fact

**Note: This bond must be executed in triplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of California

County of San Bernardino

SS.

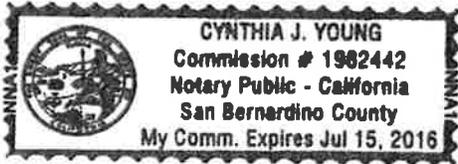
On August 3, 2012

before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

Personally appeared Laurie B. Druck

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



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

WITNESS my hand and official seal.

*Cynthia J. Young*  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

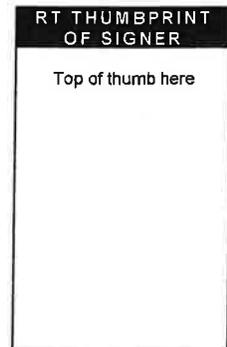
**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title \_\_\_\_\_
- Partner --  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing:  
\_\_\_\_\_

**CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT**

State of: California

County of: Orange

On August 13, 2012, before me, Ruth Lepke, Notary Public

(name and title of the officer)

personally appeared Gene F. Holle, President

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

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

WITNESS my hand and official seal



Ruth Lepke  
Signature of Notary Public

(Notary Seal)

**OPTIONAL INFORMATION**

Information below is NOT required by law however may deter fraudulent removal of this form.

Description of Attached Document	Right Thumbprint of Signer	Capacity Claimed by Signer(s)	Right Thumbprint of Signer
Number of Pages _____ Document Date: _____  <u>Bid Bond</u> Title or type of document  Additional information		<input type="checkbox"/> Individual(s) <input type="checkbox"/> Corporate Officer  <input type="checkbox"/> Partner <input type="checkbox"/> Attorney-in-Fact <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Other _____	

**POWER OF ATTORNEY**

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Jay P. Freeman, Pamela McCarthy, Cynthia J. Young or Laurie B. Druck of San Bernardino, California**

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ). This Power of Attorney shall expire without further action on March 18, 2015. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3<sup>rd</sup> day of October, 2011.

**AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

Corporate Seals



By:

[Signature]  
Daniel P. Aguilar, Vice President

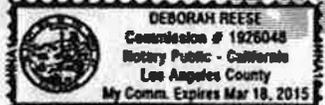
State of California

County of Los Angeles SS:

On this 3<sup>rd</sup> day of October, 2011, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Deborah Reese (Seal)



I, Jeannie Lee, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 3<sup>rd</sup> day of August, 2012.

Corporate Seals



[Signature]

Jeannie Lee, Assistant Secretary

Bond No. 244172-31  
Agency No. 3501



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: NEIGHBORHOOD SERVICES COORDINATOR

DATE: AUGUST 21, 2012

SUBJECT: **OPPOSITION LETTER REGARDING AB 542 (ALLEN) LAND USE: HOUSING ELEMENT AND REGIONAL HOUSING NEEDS**

FINANCIAL  
IMPACT: NO FINANCIAL IMPACT

### **SUMMARY:**

The League of California Cities issued an Action Alert on August 1, 2012, calling for California cities to send out a letter in opposition to Assembly Bill 542 (AB 542). Under existing law, a jurisdiction can show that its housing element accommodates its share of the regional housing need for lower income households by either using the Mullin densities or by doing an analysis that includes factors such as market demand, financial feasibility, or information based on development project experience in order to demonstrate how the adopted densities accommodate this need. AB 542 (Allen) would prohibit jurisdictions from being able to provide the analysis that is allowed under current law and instead replaces it with unfamiliar analysis requirements that uses a more stringent financial feasibility analysis and additional criteria that will be difficult, if not impossible to prove. This action authorizes the Mayor to sign an opposition letter for AB 542.

### **RECOMMENDATION:**

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

1. Authorize the Mayor to sign a letter in opposition to AB 542 (Allen) land use: housing element and regional housing needs

### **DISCUSSION:**

The League of California Cities issued an Action Alert on August 1, 2012, calling for California cities to send out a letter in opposition to this bill. Staff has reviewed the language of the bill, and considered its impact on the City of Placentia, concluding that it would be in Placentia's best interest to oppose the bill as written.

Current State law, adopted in 2004, establishes the densities for affordable housing; the densities are referred to as "Mullin densities" after former Assemblyman Gene Mullin, a South San Francisco Democrat, who authored the law. Based on that act, the State issued a memo on Mullin's law that defined the default housing density requirements which varies according to jurisdiction. AB 542 changes this current formula. Under existing law, a jurisdiction can show that its housing element accommodates its share of the regional housing need for lower income households by either using the Mullin densities or

**1k**

**August 21, 2012**

by doing an analysis that includes factors such as market demand, financial feasibility, or information based on development project experience in order to demonstrate how the adopted densities accommodate this need. While it is not easy to meet the analysis requirements, many jurisdictions have done so and have an approved housing element as determined by the Department of Housing and Community Development (HCD).

AB 542 would prohibit jurisdictions from being able to provide the analysis that is allowed under current law and instead replaces it with unfamiliar analysis requirements that uses a more stringent financial feasibility analysis and additional criteria that will be difficult, if not impossible to prove. For example, AB 542 requires the analysis to demonstrate that the financial feasibility of newly constructing unsubsidized, market-rate housing is affordable to low income and very low income households at the adopted densities.

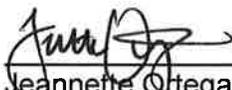
AB 542 would be applicable to ALL jurisdictions. Of critical importance to the City of Placentia is the negative impact it could have on achieving the City's Regional Housing Need Allocation (RHNA) for the next reporting cycle. The amount assigned by the Southern California Association of Governments (SCAG) is 492 units. The City attempted to appeal 131 of these units based in part on a flaw in the factor used by SCAG and the available land for developing such units. The City was denied this appeal. If AB 542 is enacted, there is a strong potential that our local zoning could be usurped by the State, based on Napa County's desires, complicating the City's attempt to adequately meet our RHNA objectives in a matter that best reflects our local community, its zoning and residential needs.

Napa County is the sponsor of AB 542 and has been unable to convince HCD that their adopted densities accommodate their share of the regional housing need for lower income households. This bill is an attempt to seek an alternative method whereby they might convince HCD that their densities are adequate. However, in doing so, the Senate Transportation and Housing Consultant has indicated that Napa County can either use the alternative analysis authorized under existing law or the new language crafted by the consultant, but not both. If AB 542 is enacted, then every jurisdiction loses the ability to use the alternative analysis that is available under existing law. The language drafted for AB 542 was done without the League of California Cities' participation or any other city's participation for that matter. The housing element is a contentious issue for many jurisdictions. It is something that should be negotiated with the input from all stakeholders that would be impacted by those changes.

**FISCAL IMPACT:**

There will be no fiscal impact related to this report.

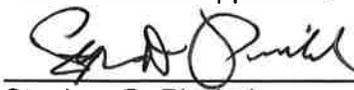
Prepared by:

  
\_\_\_\_\_  
Jeannette Ortega  
Neighborhood Services Coordinator

Reviewed and approved:

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

Reviewed and approved:

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

Attachments:            Opposition Letter to AB 542

The People are the City



**Mayor**  
Jeremy B. Yamaguchi

**Mayor Pro Tem**  
Chad P. Wanke

**Councilmembers**  
Joseph V. Aguirre  
Scott W. Nelson  
Constance M. Underhill

**City Clerk**  
Patrick J. Melia

**City Treasurer**  
Craig S. Green

**City Administrator**  
Troy L. Butzlaff, ICMA-CM

401 East Chapman Avenue – Placentia, California 92870

August 21, 2012

The Honorable Michael Allen  
Member of Assembly, 7<sup>th</sup> District  
State Capitol, Room 5158  
Sacramento, California 95814

**RE: NOTICE OF OPPOSITION UNLESS AMENDED: AB 542 (ALLEN). LAND USE: HOUSING ELEMENT AND REGIONAL HOUSING NEED (AS AMENDED JUNE 27, 2012)**

Dear Assembly Member Allen:

As Mayor of the City of Placentia I am writing to declare our opposition to Assembly Bill 542 (AB 542), which you have authored, that if enacted will prevent communities from using the analysis authorized under current law to demonstrate that sites are zoned at densities that accommodate its share of the regional housing need for lower income households.

As you know, changing the housing element law is a very controversial topic for both local governments and the housing advocacy community. As such, any change should include input and consensus from all parties to include affordable housing advocates, local governments and State HCD. However, in the case of your bill AB 542, it is our understanding that no local jurisdiction (other than the sponsors of the bill), were a party to the negotiations. Do not change housing element requirements unless input from all stakeholders is considered. If Napa County moves forward with AB 542, then every jurisdiction loses the ability to use the alternative analysis that is available under existing law and all jurisdictions would be limited to the option negotiated for the benefit of one county. I hope you understand how your constituents, to include those local governments you represent, would feel if another member introduced legislation that would negatively impact their ability to implement housing element law.

The housing market in Orange County is extremely unique, even within different areas of the County. We believe that the requirement under AB 542 to show the financial feasibility for new construction of unsubsidized, market-rate housing affordable to low-income and very low income households at the adopted densities will be difficult, if not impossible to prove. We believe the vague language will only lead to further disputes between State HCD and local jurisdictions. This bill is not needed and should not be pushed on other communities and I ask that you amend or withdraw your bill.

For these reasons the City of Placentia is opposed to AB 542 unless amended so existing law can be restored.

Sincerely,

Jeremy B. Yamaguchi  
Mayor

c: Assemblyman Chris Norby  
Senator Bob Huff  
Tony Cardenas, League of California Cities Regional Manager  
Kirstin Kolpitcke, League of California Cities  
Mark Stivers, Consultant, Senate Transportation and Housing Committee  
Doug Yoakam, Republican Consultant, Senate Transportation and Housing Committee



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: POLICE CHIEF

DATE: AUGUST 21, 2012

SUBJECT: **FISCAL YEAR 2012-2013 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND (SLESF GRANT) – APPROVAL OF FUTURE EXPENDITURE PLAN**

FISCAL IMPACT:	EXPENSE:	\$100,000.00
	OFFSETTING REVENUE:	\$100,000.00
	BUDGETED:	\$ 0.00 (ACCOUNT NO.:220000-4205)
	UNBUDGETED:	\$100,000.00

### **SUMMARY:**

The Fiscal Year 2012-13 State Budget included funding to continue the Citizens' Option for Public Safety Programs, referred to as the "COPS" grant. These funds are designed to supplement front-line law enforcement. This action will allow an expenditure plan for the use of these funds.

### **RECOMMENDATION:**

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

1. Open the Public Hearing, receive public testimony, close public hearing, and
2. Adopt Resolution No. R-2012-\_\_\_, A Resolution of the City Council of the City of Placentia, California, approving the recommended Expenditure Plan for the Supplemental Law Enforcement Services Fund.

### **DISCUSSION:**

Assembly Bill 3229, Chapter 134, Statute of 1996, established the Citizen's Option for Public Safety (COPS) Program. This program allows eligible cities to receive a proportionate share of COPS funds appropriated by the State, for the exclusive purpose of funding "front line municipal police services." The proportionate shares are based on population estimates determined by the California Department of Finance. This year's allocation has not been determined; however, over the past few years, the City has received \$100,000.

The law requires: "In cases of a City, the City Council shall appropriate existing and anticipated monies exclusively to fund front line municipal police services, in accordance with written

**2a**

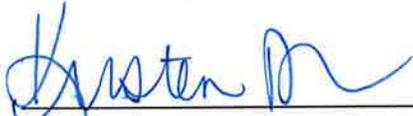
**August 21, 2012**

requests submitted by the Chief of Police of that city or their Chief Administrator of the law enforcement agency which provides the services for that city." As in the past, the City will use its SLESF funds to cover 0.75 of one (1) police officer position.

**FISCAL IMPACT:**

It is anticipated that the City will receive approximately \$100,000 (positive). Approval will establish a SLESF account for future disbursement of grant funds.

Prepared by:



Kirsten Rowe  
Management Analyst

Reviewed and approved:



Troy L. Butzlaff, CMA-CM  
City Administrator

Reviewed and approved (Department Head):



R. A. Hicks  
Chief of Police

**Attachments:**

Resolution No. R-2012-  
Supplemental Law Enforcement Oversight Committee General Description of Planned  
Expenditures Fiscal Year 2012/2013

RESOLUTION NO. R-2012-\_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF PLACENTIA, CALIFORNIA, APPROVING THE  
RECOMMENDED EXPENDITURE PLAN FOR THE  
SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND**

A. Recitals.

(i). The State of California allocates Supplemental Law Enforcement Services Funds ("SLESF") to local law enforcement agencies for front line law enforcement services.

(ii). The City of Placentia receives an annual allocation of \$100,000 for personnel, equipment, or programs to support frontline law enforcement services.

(iii). The Supplemental Law Enforcement Services Fund may not be used to supplant any other existing funding.

(iv). The Orange County Supplemental Law Enforcement Oversight Committee is responsible for reviewing and approving proposed and actual SLESF expenditures for all local agencies in the County of Orange.

(v). A duly-noticed public hearing, as required by law, was conducted and concluded regarding the proposed use of SLESF funds allocated to Placentia.

(vi). The City Council desires to appropriate anticipated revenues exclusively to frontline municipal police services, in accordance with written requests submitted by the Chief of Police.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and resolve as follows:

1. The City Council of the City of Placentia, California finds that the each of the Recitals, Part A., above, are true and correct.

2. The City Council hereby approves the allocation of the Supplemental Law Enforcement Services Fund for personnel costs and supplies for one (1) Police Officer position.

PASSED and ADOPTED this 7<sup>th</sup> day of August, 2012.

---

JEREMY B. YAMAGUCHI, 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 7<sup>th</sup> day of August, 2012, by the following vote:

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

---

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

---

ANDREW V. ARCZYNSKI, CITY ATTORNEY





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES AND COMMUNITY SERVICES

DATE: AUGUST 21, 2012

SUBJECT: **RATIFY AGREEMENTS BETWEEN TRI-CITY PARK AUTHORITY MEMBER AGENCIES AND THE COUNTY OF ORANGE FOR PROPERTY TRANSFER**

FISCAL  
IMPACT: ANTICIPATED ANNUAL GENERAL FUND SAVINGS OF \$150,000 TO CITY OF PLACENTIA

### **SUMMARY:**

The Tri-City Park Authority comprised of representatives from the cities of Brea, Fullerton, and Placentia has approved agreements to transfer the Tri-City Park property including all maintenance and operation responsibilities to the County of Orange. This item considers ratification of both the Conveyance and Implementation Agreement and the Cooperative Agreement Regarding Tri-City Park.

### **RECOMMENDATION:**

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

1. Ratify the Conveyance and Implementation Agreement between the Tri-City Park Authority and the County of Orange, and
2. Ratify the Cooperative Agreement Regarding Tri-City Park between the Tri-City Park Authority and the County of Orange.

### **DISCUSSION:**

In March 1974, the cities of Brea, Fullerton, and Placentia entered into a Joint Powers Agreement to form the Tri-City Park Authority. The Tri-City Park Authority includes members representing each of the three cities that govern park operations. The park encompasses over 40 acres including picnic shelters, parking lots, walking paths, open green space, and an eight acre lake.

All three cities have worked diligently to maintain the park as a quality community venue. In 2010 the Tri-City Park Authority received a grant from the County of Orange to conduct a joint assessment of current park conditions. The assessment resulted in a master plan for future improvements at Tri-City Park. Implementation of the all of the proposed master plan improvements, which included overdue repairs to the lake filtration system, park irrigation system, facilities, lighting, and traffic circulation for motorist, bicyclist, and pedestrians has an estimated cost of over \$20 million dollars. Although the Tri-City Park Authority prioritized these improvements, all three cities were already contributing approximately \$350,000 annually for general park maintenance and operations making it difficult to provide additional funds for capital improvements. The City of Placentia's portion is 42% or approximately \$150,000 per year.

After completion of the master plan, the County of Orange approached the Tri-City Park Authority member agencies about the possibility of transferring Tri-City Park into the County park system. The Tri-City Park Authority representatives have had several meetings with their own respective city councils as well as with the County of Orange staff to discuss terms of the transfer. After extensive discussions to address various issues and concerns, the Tri-City Park Authority held a public meeting on July 30, 2012 and approved the attached Conveyance and

**2b**

**August 21, 2012**

Implementation Agreement and the Cooperative Agreement for the transfer of Tri-City Park to the County of Orange.

The Conveyance and Implementation Agreement outlines terms for the transfer of the park from the Tri-City Park Authority to the County of Orange by means of a grant deed. Under the terms of the proposed agreement, the Tri-City Park Authority is responsible for preparing the legal description for the transfer, conducting an environmental assessment, and paying for closing costs such as taxes, insurance, and document transfer fees. In addition the Tri-City Park Authority shall transfer \$500,000 in fund balance to the County of Orange for implementation of capital improvements including the irrigation system, lake improvements, picnic shelters, signage, lighting, circulation, public roads, parking lots, and a new Class 1 Bikeway. The County of Orange commits to making these improvements as expeditiously as possible and to meet with all three cities annually to review progress on implementation of the park capital improvements.

The Cooperative Agreement provides terms for the Tri-City Park Authority cities to work with the County during the initial transfer of park maintenance responsibilities and continued park operations. The City of Placentia will work with the County on providing information and training on the operation of park mechanical systems. A major concern identified by the Council and community was the continued ability for the City to hold programs and special events at Tri-City Park. The Cooperative Agreement specifically identifies both the City's Concerts in the Park Series and Heritage Festival events to be held annually at no cost to the City. Additional events for each of the three cities may also be scheduled by submitting a simple no fee permit to the County.

Another concern identified by community members and organizations was the County's implementation of a parking fee. In an effort to address this concern, the Cooperative Agreement includes no active enforcement of paid parking for the first three (3) years from the effective date of the agreement. To further address this issue, City staff are also exploring expansion of parking adjacent to Tri-City Park including on Rolling Hills Drive, Golden Avenue, Kraemer Boulevard, and at Tuffree Hill Park. City staff will also continue to meet and work with sports user groups and concerned residents about additional solutions and alternatives.

If the agreements are ratified by all three city councils, approval of the agreements by the County Board of Supervisors is anticipated to be scheduled in October 2012. All three cities will then work with the County of Orange to complete the transfer of Tri-City Park to the County of Orange Park system by December 31, 2012.

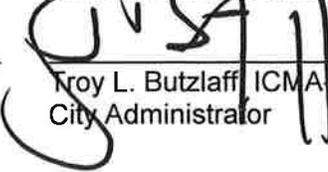
**FISCAL IMPACT:**

It is anticipated that the City of Placentia will save up to \$75,000 in General Fund contributions towards Tri-City Park operations and maintenance during Fiscal Year 2012-13 and \$150,000 annually thereafter.

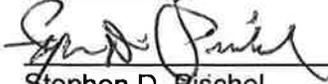
Prepared by:

  
Jonathan Nicks  
Deputy Director of Community Services

Reviewed and approved:

  
Troy L. Butzlaff ICMA CM  
City Administrator

Reviewed by:

  
Stephen D. Pischel  
Director of Administrative Services and  
Community Services

Attachment: Tri-City Park Transfer Summary  
Conveyance and Implementation Agreement  
Cooperative Agreement Regarding Tri-City Park

## **TRI-CITY PARK TRANSFER SUMMARY**

### **Conveyance and Implementation Agreement Summary**

- Authority shall convey Park to County by means of Grant Deed
- Authority shall transfer \$500,000 to County for implementation of Park capital improvements
- As expeditiously as possible, County shall endeavor to implement the improvements using the \$500,000 transferred by the Authority to the County and, as necessary, County funds.
- For three (3) years after execution of this Agreement, Authority and County shall meet annually in December to review progress on implementation of the Park capital improvements.
  - Exhibit D lists priority capital projects including park irrigation system, lake improvements, picnic shelters, signage, lighting, circulation, public roads, parking lots, and a new Class 1 Bikeway.
- Authority, at its cost, shall prepare the legal description of the Park necessary for the conveyance of the Park to County.
- Authority at its cost, shall prepare a Phase I Hazardous Materials Assessment for the Park
- Authority will be responsible for closing costs including taxes, insurance premiums, recording fees, document transfer tax, legal fees, and preparation of exhibits.
- Authority and County shall cooperate to facilitate park transfer on or before December 31, 2012

### **Cooperative Agreement Summary**

- City shall provide County with an inventory of equipment and supplies that will remain in the park including operations manuals, training manuals, and warranties.
- City shall provide County with copies of all current service contracts for the park. All current service contracts will be terminated prior to County assumption of park operations.
- City shall provide information and training on the operation and maintenance of Park mechanical systems including irrigation systems, lake aeration, and lake filtration systems
- County shall install Pay-and-Display parking ticket dispensing machines.
  - For the first three (3) years from the effective date of this Agreement, County shall not actively enforce the County's Pay-and-Display parking regulations.
  - County shall enforce other parking infractions such as not parking in a designated parking space, unauthorized parking on turf areas or misuse of designated handicapped parking spaces.
- County shall include the Park's picnic shelters in the County's on-line reservation system.
- Each Authority City shall obtain a no-fee OC Parks Permit for events conducted at the Park including, but not limited to Concerts in the Park and the Heritage Festival

Agreement No. OCP12-011  
Tri-City Park

## CONVEYANCE & IMPLEMENTATION AGREEMENT TRI-CITY PARK

This CONVEYANCE & IMPLEMENTATION AGREEMENT ("**Agreement**") is made as of \_\_\_\_\_, 2012, by and between THE TRI-CITY PARK AUTHORITY ("**Authority**"), and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"). Authority and County are sometimes herein referred to individually as a "**Party**" and collectively as the "**Parties.**"

### RECITALS

WHEREAS, Authority owns, maintains and operates Tri-City Park ("**Park**"), located within the City of Placentia. The Authority is comprised of the Cities of Placentia, Fullerton and Brea. The Park is approximately 40-acres and is depicted on Exhibit A and includes a seven-acre lake and serves the residents of the Authority Cities and the residents of Orange County.

WHEREAS, Authority was established in 1974 by a Joint Exercise of Powers Agreement among the Cities of Placentia, Fullerton and Brea ("**Authority Cities**") as the "Lake Placentia Park Authority" and is currently functioning under a subsequent Joint Exercise of Powers Agreement approved by the Authority Cities in 1998 that established the Tri-City Park Authority.

WHEREAS, County was involved in the original development of the Park when the regional park system was operated under the auspices of the Orange County Harbors, Beaches, and Parks District.

WHEREAS, in 1974, County provided \$500,000 for park acquisition and design and, in 1979, through Agreement No. D-78-173 provided \$350,000 for construction of park improvements. Agreement No. D-78-173 specifies that the Authority is required to operate the park in a "clean and safe manner" in perpetuity.

WHEREAS, since 1897, County has owned, maintained and operated regional parks and, since the 1970s, has owned, maintained and operated five (5) regional parks in North Orange County, including two (2) parks, Ted Craig and Carbon Canyon, which are in the vicinity of the Park.

WHEREAS, County has consistently maintained and operated its regional parks to high standards.

WHEREAS, Authority seeks to convey the Park to County to be incorporated into the County's regional park system to ensure the Park will be maintained and operated to the same high standards of the regional park system.

WHEREAS, Authority will provide \$500,000 to County to fund Park capital improvements to be implemented by County.

NOW, THEREFORE, Authority and County hereby acknowledge and agree as follows:

### AGREEMENT

1. Incorporation of Recitals; Transaction Structure. The foregoing Recitals are hereby incorporated herein by this reference. The following is a description of the steps in this transaction to implement the conveyance of the Park to County as described in the Recitals, all of which shall take place through a single closing:

a. Termination of Agreement No. D-78-173. Authority and County shall terminate Agreement No. D-78-173 by mutual agreement.

b. Transfer of Park to County. Authority shall convey Park to County by means of the Grant Deed attached hereto as Exhibit B ("*Grant Deed*").

c. Transfer of \$500,000 to County. Authority shall transfer \$500,000 to County for implementation of Park capital improvements.

d. Execution of Cooperative Agreement between County and Authority Cities. The County and the Authority Cities shall execute an agreement regarding the continuing operation of the Park.

2. Authority Obligations. The property to be conveyed to County pursuant to the documents is described in the legal description to Exhibit B. The obligations of Authority regarding the Park and other matters under this Agreement are as follows:

a. Preparation of Legal Description. Authority, at its cost, shall cause the preparation of the legal description of the Park necessary for the conveyance of the Park to County.

b. Condition of Title. Authority shall convey the Park to County free and clear of (i) any monetary liens and encumbrances, (ii) any installment of real property taxes and assessments allocable to such Park, and (iii) any items not permitted by County pursuant to Section 3.b below.

c. Hazardous Materials Assessment. Authority, at its cost, shall cause the preparation of a Phase I Hazardous Materials Assessment for the Park.

d. Property Assessment Report. Authority shall submit to County a report documenting the existing Park improvements, including an inventory of all structures and equipment, and the existing Park conditions.

e. Condition of Property. Except as provided in the Condition of Title section above, Authority shall deliver the Park to County pursuant to this Agreement in a condition as reflected in the Property Assessment Report, without any representation or warranty by Authority or its representatives, express or implied, as to the condition of such Park or its suitability for any use.

f. Delivery of Documents to County. Authority shall execute Grant Deed and deliver same to County for acceptance and execution by County.

g. Transfer of \$500,000 to County. Within sixty (60) days of Closing Date (as defined below), Authority shall transfer to County \$500,000 for Park capital improvements to County standards.

3. County Obligations. The obligations of County regarding the conveyance of the Park and other matters under this Agreement are as follows:

a. Review of Legal Description. County shall, within thirty (30) days of receipt of the legal description for the Park from Authority, provide Authority with County's comments or suggestions regarding corrections or changes to same, if any.

b. Review of Condition of Title; Title Insurance. County shall, within thirty (30) days of receipt of the preliminary title reports for any parcel within the Park, provide comments to Authority regarding any monetary liens, encumbrances, delinquent taxes and assessments or other exceptions not acceptable to County affecting title to the Park. If Authority fails to clear any such unpermitted matter, County may elect not to accept the Park or to waive such matter and accept title to the Park; provided, however, that County shall either accept all of the Park or none of the Park (that is, acceptance of only a portion of the Park is not permitted). Notwithstanding anything to the contrary herein, the failure by Authority to clear any unapproved title matter shall not be a default hereunder, and in such event, Authority and County shall meet and confer and attempt to mutually agree on a method to address any such unapproved title matter. If no such mutual agreement is reached, then neither Company nor County shall have any further obligations under this Agreement. In the event that County desires to obtain additional title insurance beyond what is provided by Authority under Section 2.c above, County shall be responsible for ordering and obtaining any such title insurance at its own cost and expense.

c. Review of Hazardous Materials Assessment. County shall review and approve the Phase I Hazardous Materials Assessment for the Park within ninety (90) days of its receipt from Authority.

d. Execution, Recordation and Delivery of Documents. County shall acknowledge the Grant Deed in the form of *Exhibit C*. Thereafter, after approval of this Agreement and all exhibits by the parties, County shall record the Grant Deed in the Official

Records in accordance with recordation instructions mutually acceptable to Authority and County.

e. Implementation of Capital Improvements. Authority has prioritized the capital improvements for Park as shown on Exhibit D. As expeditiously as possible, County shall endeavor to implement the improvements using the \$500,000 transferred by the Authority to the County and, as necessary, County funds.

f. Entry Into Cooperative Agreement. On or before the Closing Date, County and the Authority Cities shall execute a cooperative agreement regarding the operation of Park by County.

4. Annual Meeting of Authority and County. For three (3) years after execution of this Agreement, Authority and County shall meet annually in December to review progress on implementation of the Park capital improvements.

5. Closing. Authority and County shall cooperate and use best efforts to cause the Grant Deed and other documents described herein to be executed and, for the Grant Deed to be recorded on or before December 31, 2012 (“Closing Date”). The Parties shall meet and confer to coordinate various matters respecting closing, including but not limited to the recordation of some documents on different dates and whether the Closing Date should be extended in the event that all conditions to closing have not been met.

6. Termination of Agreement No. D-78-173. Authority and County agree that Agreement No. D-78-173 is hereby terminated upon recordation of the Grant Deed as described above.

7. Conditions Precedent to Closing.

a. Conditions to Authority Obligations. Authority’s obligation to perform under this Agreement shall be conditioned upon the occurrence of all of the following:

- i. County approval of the legal description for the Park;
- ii. County approval of Phase I Hazardous Materials Assessment;
- iii. County approval of this Agreement; and
- iv. County shall not be in default of any material obligation under this Agreement and no event shall have occurred that would constitute a material breach of County’s obligations under this Agreement.

b. Conditions to County Obligations. County’s obligation to perform under this Agreement shall be conditioned upon the occurrence of all of the following:

- i. The legal description for the Park has been approved by County.

ii. The Phase I Hazardous Materials Assessment has been approved by County.

iii. Authority shall have satisfied their obligations regarding the condition of title to the Park as described in Section 2.b above; and

iv. Authority shall not be in default of any material obligation under this Agreement and no event shall have occurred that would constitute a material breach of Authority obligations under this Agreement.

8. Closing Costs. The parties agree that the closing costs related to the conveyance of the Park pursuant to this Agreement shall be handled as follows:

a. Prorations. There are no prorations of taxes or insurance anticipated with this closing. Authority shall be responsible for payment of all taxes on the Park for any period of time prior to vesting of title in County.

b. Title Insurance Premiums. All premiums for title insurance provided for herein for the Park shall be paid by Authority.

c. Recording Fees and Documentary Transfer Tax. The cost of recording fees and documentary transfer taxes, if any, related to the conveyance of the Park to County shall be paid by Authority.

d. Legal Fees. Each party shall pay for its own legal fees and expenses incurred in negotiating, documenting and closing this transaction.

e. Preparation of Exhibits. Authority shall pay the cost of preparing the legal description and any other exhibits attached to the deed described in this Agreement.

9. Miscellaneous.

a. Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

b. No Third Party Beneficiaries. No person or entity other than the parties to this Agreement shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

c. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each Party hereto consents to the jurisdiction of the courts of California, for the County of Orange, for the purpose of any action to enforce or interpret this Agreement.

d. Authority to Sign. Each person signing this Agreement on behalf of a Party hereto represents and warrants to the other Parties that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such party in accordance with its terms.

e. Notices. Any notice or other communication to be given by one Party to the other hereunder shall be in writing and given by personal service, express mail, Federal Express or any other similar form of airborne/overnight delivery service, or by United States certified mail, return receipt requested, addressed to the Party at its respective address as follows:

If to County:	County of Orange OC Parks 13042 Old Myford Road Irvine, CA 92602 Attention: Director, OC Parks
---------------	--

If to Authority:	City of Placentia 401 E. Chapman Avenue Placentia, CA 92870 Attn: City Manager
------------------	---

Any Party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address listed above.

f. Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

g. Waiver. Any waiver of any rights under this Agreement shall be effective only if in writing, signed by the waiving party. No waiver by either party hereto of any breach, default or condition shall be considered to be a waiver of any other or subsequent breach, default or condition.

h. Construction. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

i. Incorporation of Exhibits. The following exhibits attached to this Agreement are incorporated herein by this reference:

Exhibit A: Depiction of the Park

Exhibit B: Grant Deed from Authority to County for the Tri-City Park

Exhibit C: Certificate of Acceptance of Grant Deed

Exhibit D: Priority List of Capital Projects.

j. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

k. Amendment. This Agreement may not and shall not be deemed or construed to have been modified, amended, canceled, rescinded, terminated or waived, in whole or in part, except by written instrument signed by both Parties.

l. Entire Agreement. This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter addressed herein.

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

***“AUTHORITY”***

By its member Cities:

**CITY OF PLACENTIA**

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

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

**CITY OF FULLERTON**

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

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

**CITY OF BREA**

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

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

**"COUNTY"**

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Section 25103, Resolution 79-1535

ATTEST:

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
Orange County, California

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**Exhibit A**

**Depiction of the Park**

**Exhibit B**

**Grant Deed**

**Exhibit C**

**Certificate of Acceptance of Grant Deed**

## **Exhibit D**

### **Tri-City Park Priority List of Capital Projects**

1. Complete renovation of park irrigation system.
2. Renovate lake, including lake edge, aeration system and filtration infrastructure.
3. Renovate/replace picnic shelters.
4. Improve park signage and lighting.

Subject to available future funding and cooperation from Tri-City Park Authority member cities, the following projects shall be considered following completion of projects 1 – 4 above.

5. Upgrade/improve park circulation, including re-design and construction of improved park entry/exit at Golden/Kramer for improved safety and circulation.
6. Improve public roads and parking lots with re-design to maximize park open space.
7. Add Class I Bikeway to traverse and connect Golden Ave. to Rolling Hills Drive\*.

Additional items such as a new bandshell for community events, playground renovation and lakeside pavilion could be included in future capital improvements, but have less immediate impact on the Park's current operation, safety and aesthetics.

\* The parties will cooperate on securing funding from OCTA Bicycle Corridor Improvement (BCI) program and other sources.

Agreement No. OCP12-012  
Tri-City Park  
(Cities of Placentia, Fullerton and Brea)

## COOPERATIVE AGREEMENT REGARDING TRI-CITY PARK

This COOPERATIVE AGREEMENT REGARDING TRI-CITY PARK (“*Agreement*”) is made as of \_\_\_\_\_, 2012, by and between the CITY OF PLACENTIA, the CITY OF FULLERTON, the CITY OF BREA (“*Authority Cities*” or individually as an “*Authority City*”), and the COUNTY OF ORANGE, a political subdivision of the State of California (“*County*”). Authority Cities and County are sometimes herein referred to individually as a “*Party*” and collectively as the “*Parties*.”

### RECITALS

WHEREAS, the Tri-City Park Authority (“*Authority*”) is seeking to transfer ownership of the Tri-City Park (“*Park*”) to the County to be incorporated into the County’s regional park system to ensure the Park will be maintained and operated to the same high standards of the regional park system. The Authority is comprised of the Cities of Placentia, Fullerton and Brea.

WHEREAS, the approximately 40-acre Park, depicted on *Exhibit A*, includes a seven-acre lake and serves the residents of the Authority Cities and the residents of Orange County.

WHEREAS, the Park is located within the boundaries of the City of Placentia (“*City*”) and is maintained and operated on behalf of the Authority by City staff. Additionally, the Park’s picnic shelters are reserved by City staff.

WHEREAS, Authority Cities and County desire to enter this Agreement in order to address their mutual understandings and agreement regarding the operation of the Park by the County.

NOW, THEREFORE, Authority Cities and County through its Orange County Parks Department (“*OC Parks*”) hereby acknowledges and agrees as follows:

### AGREEMENT

1. Administration. The County’s Director of OC Parks, or designee, (“*Director of OC Parks*”) shall administer this Agreement for County. Each Authority City’s City Manager, or designee, shall administer this Agreement for the respective Authority City. The respective administrators for County and Authority Cities shall be responsible for any approvals, permissions or notices required pursuant to this Agreement.

2. Transition of Maintenance and Operation of Park from City to County.

The following provisions shall apply:

a. Equipment and Supplies. City shall provide County with an inventory of all equipment and supplies that will remain with the Park. Copies of any and all operation manuals, training manuals, and warranties shall be provided to County.

b. Service Contracts. City shall provide County with copies of all service contracts for the Park. City shall be responsible for terminating any service contracts prior to County assumption of Park operations.

c. Personnel. City shall provide to OC Parks staff appropriate and adequate information and training on the operation and maintenance of all Park mechanical systems, including but not limited to limited to the irrigation system and the lake aeration and filtration systems.

3. Parking. The following provisions shall apply:

a. Pay-and-Display Equipment. County shall install Pay-and-Display parking ticket dispensing machines. Parking fees shall be in accordance with the most recently approved OC Parks Fee Schedule.

b. Parking Enforcement. For the first three (3) years from the effective date of this Agreement, as defined below, County shall not actively enforce the County's Pay-and-Display parking regulations.

c. Parking Management. County shall enforce other parking infractions such as not parking in a designated parking space, parking on the grass or misuse of designated handicapped parking spaces.

4. Picnic Shelters. The following provisions shall apply:

a. County shall include the Park's picnic shelters in the County's on-line reservation system.

b. County shall evaluate modifying the OC Parks Fee Schedule to add a separate reservation fee for the small picnic shelters at the Park.

5. Special Events Conducted by Authority Cities. The following provisions shall apply:

a. Each Authority City shall obtain a no-fee OC Parks Permit for each Authority City-sponsored event conducted at the Park.

b. Events eligible for the no-fee OC Parks Permit include but are not limited to the following: Summer Concerts in the Park Series (eight weeks) and Heritage Festival (October). Additional events are subject to the prior written approval of the Director of OC Parks, which approval shall not be unreasonably withheld.

c. Parking shall be free for Authority City-sponsored events.

6. Law Enforcement. Primary response for law enforcement in the Park shall be the City of Placentia Police Department. In addition to applicable State of California Codes, the Codified Ordinances of the County of Orange shall be enforced at the Park.

7. Emergency Response. Fire and paramedic service for the Park shall be provided by the City through its contract service provider, the Orange County Fire Authority Service.

8. Effective Date. The effective date of this Agreement shall be January 1, 2013.

9. Miscellaneous.

a. Recitals. The Recitals to this Agreement constitute part of this Agreement and are incorporated herein by this reference.

b. Successors and Assigns. The provisions of this Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

c. No Third Party Beneficiaries. No person or entity other than the parties to this Agreement shall be deemed to be a third party beneficiary hereof, and nothing in this Agreement, either express or implied, is intended to confer upon any person or entity, other than the Parties to this Agreement and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

d. Governing Law and Jurisdiction. This Agreement shall be construed in accordance with and be governed by the laws of the State of California, and each Party hereto consents to the jurisdiction of the courts of California, for the County of Orange, for the purpose of any action to enforce or interpret this Agreement.

e. Authority to Sign. Each person signing this Agreement on behalf of a Party hereto represents and warrants to the other Parties that he/she has all requisite power and authority to execute and deliver this Agreement for such Party and that this Agreement, when so executed and delivered, will be a binding obligation of, and enforceable against, such party in accordance with its terms.

f. Notices. Any notice or other communication to be given by one Party to the other hereunder shall be in writing and given by personal service, express mail, Federal Express or any other similar form of airborne/overnight delivery service, or by United States certified mail, return receipt requested, addressed to the Party at its respective address as follows:

If to County: County of Orange  
OC Parks  
13042 Old Myford Road  
Irvine, CA 92602-2304  
Attention: Director, OC Parks

If to Authority Cities: City of Placentia  
401 E. Chapman Avenue  
Placentia, CA 92870  
Attn: City Manager

City of Fullerton  
303 W. Commonwealth Avenue  
Fullerton, CA 92832  
Attn: City Manager

City of Brea  
1 Civic Center Plaza  
Brea, CA 92821  
Attn: City Manager

Any Party may from time to time, by written notice to the other as provided above, designate a different address which shall be substituted for that specified above. If any notice or other document is sent by mail as aforesaid, the same shall be deemed served or delivered seventy-two (72) hours after mailing thereof as above specified. Notice by any other method shall be deemed served or delivered upon actual receipt at the address listed above.

g. Time of the Essence. Time is of the essence of this Agreement and each and every term and provision hereof.

h. Waiver. Any waiver of any rights under this Agreement shall be effective only if in writing, signed by the waiving party. No waiver by either party hereto of any breach, default or condition shall be considered to be a waiver of any other or subsequent breach, default or condition.

i. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

j. Incorporation of Exhibits. The following exhibits attached to this Agreement are incorporated herein by this reference:

Exhibit A: Depiction of the Property

k. Advice of Counsel; Interpretation. Each Party acknowledges that it has had the benefit of advice of competent legal counsel with respect to its decision to enter into this Agreement. The provisions of this Agreement shall be interpreted to give effect to their fair meaning and shall be construed as prepared by both Parties.

l. Amendment. This Agreement may not and shall not be deemed or construed to have been modified, amended, canceled, rescinded, terminated or waived, in whole or in part, except by written instrument signed by both Parties.

m. Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other Party to the extent necessary to implement this Agreement. Upon the request of a Party at any time, the other Party shall promptly execute, with acknowledgment or affidavit if reasonably required, and file or record such required instruments and writings and take any actions as may be reasonably necessary to implement this Agreement.

n. Entire Agreement. This Agreement, together with *Exhibit A* attached hereto, constitutes the entire understanding between the Parties hereto with respect to the subject matter addressed herein, and no prior agreement or understanding with respect to the subject matter hereof shall be effective for any purpose.

o. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, Authority Cities and County have entered this Agreement as of the day and year first above written.

***"COUNTY"***

**COUNTY OF ORANGE,**  
a political subdivision of the State of California

By: \_\_\_\_\_  
Chair of the Board of Supervisors  
Orange County, California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Section 25103, Resolution 79-1535

ATTEST:

\_\_\_\_\_  
Susan Novak  
Clerk of the Board of Supervisors  
Orange County, California

APPROVED AS TO FORM:  
Office of County Counsel  
Orange County, California

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

***“AUTHORITY CITIES”***

**CITY OF PLACENTIA**

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

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

**CITY OF FULLERTON**

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

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

**CITY OF BREA**

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

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

**Exhibit A**

**Depiction of the Park**

**Staff to provide a presentation to City Council for discussion and questions on August 21, 2012. No back-up provided for this item.**

**Item 4.b.**

**August 21, 2012**