

AGREEMENT FOR THE SERVICES OF GEORGE W. JEFFRIES

THIS AGREEMENT is made and entered into to be effective the 1st day of January 2012 by and between the CITY OF TUSTIN, hereinafter referred to as "City", and G. W. JEFFRIES & ASSOCIATES, INC., hereinafter referred to as "Contractor".

IN CONSIDERATION of the mutual promises and covenants contained herein, THE PARTIES AGREE AS FOLLOWS:

Section 1 Personal Services of George W. Jeffries

All work to be provided by Contractor shall be personally provided by George W. Jeffries.

Section 2 Scope of Work

A. Contractor shall perform the duties of City Treasurer, as set forth in the laws of the State of California, the Tustin City Code, and in the Duties and Responsibilities attached hereto.

B. Contractor shall invest surplus City funds and provide reports of such investments in accordance with Section 1612 of the Tustin City Code, the City Council approved investment policy, all applicable provisions of State law, including Government Code Sections 53600.3 and 53600.5, and as may be further directed by the City Council.

C. Contractor shall report directly to the City Council and coordinate Contractor's activities with the Finance Department and other City Departments.

Section 3 Term

The term of this agreement shall commence on January 1, 2012, and shall terminate on the day after the first regular meeting of the City Council in January, 2013. This agreement may be renewed on an annual basis.

Section 4 Compensation

City shall pay Contractor \$4,000 per month. Contractor's written requests for the payment of reasonable out of pocket expenses shall be subject to the City Manager's approval.

Section 5 Changes in Scope of Work

No additional fees shall be paid by City for services not included in this agreement without the written approval of City prior to undertaking such work.

Section 6 Maintenance Records

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to the work performed under this agreement, including records of out of pocket expenses. All City documents and records shall remain at City Hall, and shall not be removed for any cause. Contractor's records of out of pocket expenses shall be made available upon request at City Hall at all reasonable times during the contract period and for three (3) years from the date of final payment under this agreement, for inspection by City. Copies thereof shall be furnished, if requested.

Section 7 Termination

A. City or Contractor may, without cause, terminate this agreement at any time prior to completion of the term or of any of the services to be provided hereunder. At least five (5) days notice of termination shall be given in writing to Contractor or City. Notice shall be complete when deposited in the U.S. Mail, first-class postage prepaid. Termination shall be effective five (5) days after completion of notice, as described herein, unless a longer period of time is specified in the notice.

B. In the event this agreement is terminated by City, Contractor shall be paid the value of services performed pursuant to this agreement prior to the effective date of termination less the amount of any payments previously made.

Section 8 Ownership of Documents

All documents prepared or obtained under this agreement are public records and are the property of City.

Section 9 No Assignments

Contractor shall not assign any portion of the work under this agreement without the prior written approval of the City Manager.

Section 10 Independent Contractor

At all times during the term of this agreement, Contractor shall be an independent contractor and shall not be an employee of the City. Contractor acknowledges that for itself and as an employer of George W. Jeffries that it is responsible for making tax and other payments required by law to the Federal and State governments. Contractor also acknowledges that it has no right to City unemployment insurance benefits, health benefits or pension benefits. City shall not have the right to control the manner and means by which Contractor's services are rendered pursuant to this agreement; however, City shall have the right to review the Contractor's work product, results, and advice.

Section 11 Insurance Requirements

City shall maintain general liability and errors and omissions insurance through its carriers, covering Contractor's work. Contractor shall cause its automobile insurance carrier to name City as an additional insured and shall provide evidence of such to City.

Section 12 Indemnity

Notwithstanding the insurance requirements set forth in Section 11 above, Contractor shall be responsible for all injuries to persons and for damages to real or personal property of City, or to any third parties, caused by or resulting from Contractor's negligence or willful misconduct in performing services hereunder. Contractor shall defend, hold harmless and indemnify the City and all officers and employees from all costs and claims for damages to real or personal property, or personal injury to any third party resulting from the Contractor's negligence or willful misconduct in performing this agreement.

Section 13 Entire Agreement

This agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter hereof. Each party to this agreement has been advised by counsel of its choice, and in entering into this agreement is relying upon its own investigation and evaluation and not upon any representations by the other party.

Section 14 Notices

When notice is required to be provided under this agreement it shall be provided to the following persons at the following addresses:

CONTRACTOR

George W. Jeffries
G. W. Jeffries & Associates, Inc.
14261 Galy Street
Tustin, California 92780-2306

CITY


City Manager
City of Tustin
300 Centennial Way
Tustin, CA 92780-3767

Section 15

Each signatory to this agreement hereby warrants and represents that each has been authorized to enter into this agreement on behalf of the entity for whom they sign.

CONTRACTOR:

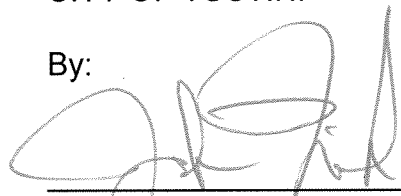
G. W. Jeffries & Associates, Inc.



George W. Jeffries, President

CITY OF TUSTIN:


By:



John Nielsen, Mayor

ATTEST:

By:



Pamela Stoker, City Clerk

APPROVED AS TO FORM:

By:



David Kendig, City Attorney

CITY TREASURER

RESPONSIBILITIES AND DUTIES

RESPONSIBILITIES

The City Treasurer shall report directly to the City Council, shall coordinate his activities with the Finance and other Departments, and shall provide administrative support to the Mayor and Council Members.

The Treasurer shall plan, direct and oversee all cash and investment activities of the City, including receipts, disbursements, deposits, and securities purchases and sales.

DUTIES OF THE TREASURER SHALL BE TO:

- Monitor cash receipts
- Approve cash disbursements
- Monitor cash flow
- Sign off weekly warrant runs
- Sign off biweekly payrolls
- Sign all warrants requiring manual signatures
- Sign each demand
- Sign each payroll affidavit
- Initiate investment activity
- Execute investment transactions
- Prepare investment reports
- Review investment policy
- Recommend investment policy changes as necessary to Audit Commission
- Coordinate Treasurer's Office with other Departments
- Review bond issues and other debt instruments
- Serve as part of City's financing team
- Direct trustees in investment of bond sale proceeds
- Attend Council meetings to present investment reports or as requested
- Attend Audit Commission meetings when considering changes to investment policy
- Perform related duties and responsibilities as required