

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL SPECIAL MEETING Monday, August 18, 2014 – 4:00 p.m.

I, Gerri L. Graham-Mejia, as Mayor of the City of Los Alamitos, do hereby call a special meeting of the City Council of the City of Los Alamitos, to be held at the time and place listed above to discuss the matters listed below.


Gerri L. Graham-Mejia, Mayor of the City of Los Alamitos

NOTICE TO THE PUBLIC

This Agenda contains a brief general description of each item to be considered. Except as provided by law, action or discussion shall not be taken on any item not appearing on the agenda. Supporting documents, including staff reports, are available for review at City Hall in the City Clerk's Office or on the City's website at www.cityoflosalamitos.org once the agenda has been publicly posted.

Any written materials relating to an item on this agenda submitted to the City Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 3191 Katella Ave., Los Alamitos CA 90720, during normal business hours. In addition, such writings or documents will be made available for public review at the respective public meeting.

It is the intention of the City of Los Alamitos to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee, or a participant at this meeting, you will need special assistance beyond what is normally provided, please contact the City Clerk's Office at (562) 431-3538, extension 220, 48 hours prior to the meeting so that reasonable arrangements may be made. Assisted listening devices may be obtained from the City Clerk at the meeting for individuals with hearing impairments.

Persons wishing to address the City Council on any item on the City Council Agenda should complete a blue "Request to Speak" card and will be called upon at the time the agenda item is called or during the City Council's consideration of the item and may address the City Council for up to three minutes.

1. **CALL TO ORDER**
2. **ROLL CALL**
 - Council Member Edgar
 - Council Member Grose
 - Council Member Kusumoto
 - Mayor Pro Tem Murphy
 - Mayor Graham-Mejia

3. SPECIAL ORDERS OF THE DAY

**A. Civic Center Relocation – A Preliminary Discussion
(Community Development)**

This report initiates a discussion about the future of the Civic Center.

Recommendation: Review, discuss and direct Staff accordingly.

**B. Discussion of the Cable Function and the Future of Los Alamitos
Television (City Manager)**

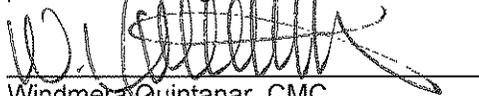
This agenda item seeks Council direction regarding the cable function and the future of Los Alamitos Television

Recommendation:

1. Staff is seeking direction from City Council on the scope of the overall Cable function, including funding approximately \$39,000 in equipment for the Cable studio, directing staff to analyze streaming video of community events, and continuing to operate the studio in light of legal opinions regarding the use of PEG funds, General Funds, and other revenues for the programming of various meetings, events, and other City related items of interest on the City's Public Access Television station; and,
2. Authorize the City Manager to execute an agreement with Direct Community Video for the production and filming of football games and basketball games.

4. ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: Los Alamitos City Hall, 3191 Katella Ave.; Los Alamitos Community Center, 10911 Oak Street; and, Los Alamitos Museum, 11062 Los Alamitos Blvd.; not less than 24 hours prior to the meeting.



Windmera Quintanar, CMC
City Clerk

8-13-14

Date

City of Los Alamitos

Agenda Report

August 18, 2014

Special Orders of the Day

Item No: 3A

To: Mayor Gerri L. Graham-Mejia & Members of the City Council

Via: Bret M. Plumlee, City Manager

From: David L. Hunt, City Engineer
Steven A. Mendoza, Community Development/Public Works Director

Subject: Civic Center Relocation - A Preliminary Discussion

Summary: This report initiates a discussion about the future of the Civic Center.

Recommendation: Review, Discuss and direct Staff accordingly.

Background

The City of Los Alamitos is small, builtout community. Any new development could substantially impact the look, feel, and performance of the City. Care must be taken to encourage optimal land use mix for any new development within Los Alamitos. The land fronting Katella Avenue just east of the 605 freeway is seen as the largest viable site in the City for future retail. This 13 acres consists of City properties (City Hall, Police Department, City Yard, and the Community Center); other quasi-public buildings; and SuperMedia (western 9 acres). Private development interest, along with the City's willingness to relocate its own facilities, indicates that this area could support a variety of retail and hospitality uses. During recent budget discussions, the City Council requested a workshop to discuss Civic Center relocation.

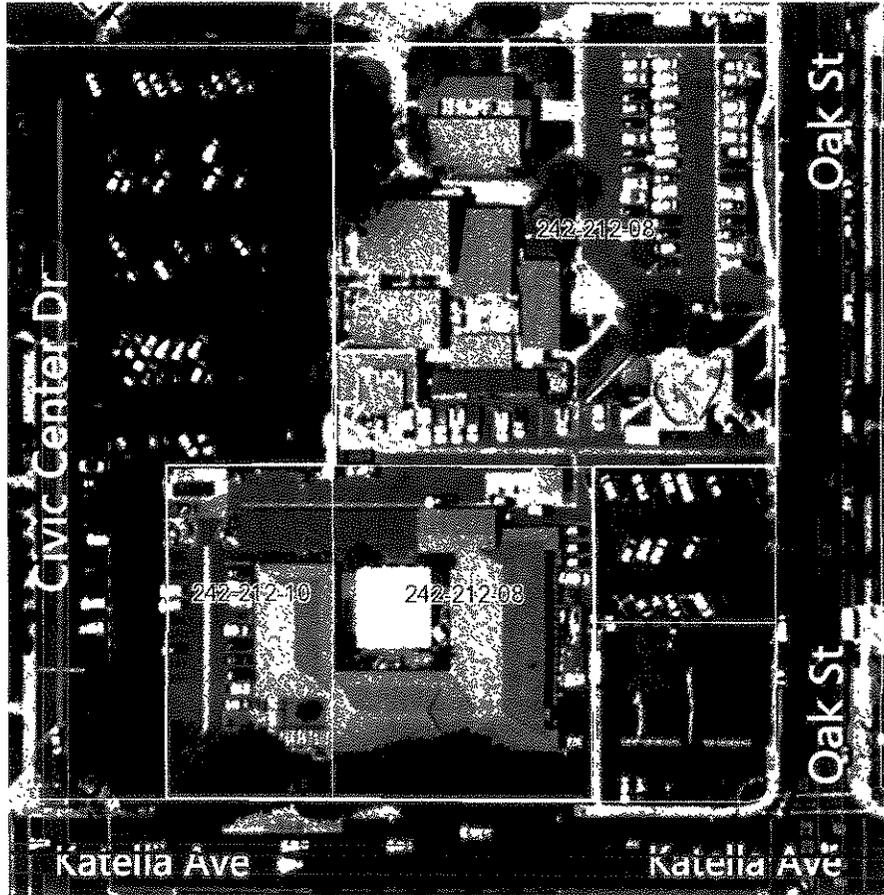
There are a few factors to consider regarding the future of the Civic Center. First is the fact that the current Katella Avenue location may be more valuable as commercial property. Second, the facilities are aging. Third, the nine acre adjacent Super Media Site is for sale and likely to be redeveloped by a future owner. These three factors provide a foundation for a discussion about the City of Los Alamitos's Civic facilities.

The Los Alamitos Civic Center was developed in 1964. Assessment of the future direction for Civic Facilities poses many questions, possible options and decisions. The goal of this discussion is to refine the discussion to key issues, eliminate steps that do not need further investigation or are non-starters, and narrow the scope to those critical issues necessary to move forward. The outcome will be a program to address the top

priority for the City and identify what future studies will be necessary for other considerations.

Civic Center as Revenue Producing Commercial Land

The Civic Center is considered valuable commercial land that could better serve the community as a revenue generating property instead of the civic uses it currently houses. The City of Los Alamitos Civic Center sits on 134,010 square feet (3.07 acres) of prime acreage on Katella Avenue, offering traffic volumes of 60,000 automobiles per day. As the Gateway to Orange County, frontage along Katella Avenue is approximately 290 feet with 269 feet along Oak Street. Brokers surveyed indicated the retail market proximate to the subject is strong, partially due to the fact that retail uses are non-existent to the west due to El Dorado Regional park and the Naval weapons station to the south beyond the San Diego Freeway (405). The brokers indicated that market rent for the subject property would range from \$1.50 to \$2.50 per square foot.



Aging Civic Center Facilities

Since development of the Civic Center, the population of Los Alamitos has tripled, office equipment and building codes have changed, and City services have increased. In addition, internal adjustments to the buildings have not been sufficient to meet the needs for space, meeting and equipment rooms, public meeting areas and storage. Accessibility requirements have also changed and improvement and maintenance has been deferred due to the speculation that the Civic Center could transition to a commercial property owner.

Super Media Site

The privately owned 9 acres to the west of City Hall, commonly known as the SuperMedia property, may soon offer similar development opportunities as the current owner, Dex Media, has placed the property on the market. The future of this site, as determined by the Draft General Plan, is retail business. The City Council should be solidifying that land use determination during the General Plan hearings in late November/early December.

Discussion

The City is at a cross-roads in deciding the future of the Civic Center facilities. There has been much speculation over the past few years of abandoning the site for a new site in Los Alamitos. Should the City be approached to vacate the site, or a portion of this site, direction will be required from the City Council to prepare staff for such discussions. It is important for staff to provide interested parties with educated and informed responses. This topic has only been loosely discussed previously. This discussion tonight begins the policy level discussion about the re-use of the Civic Center properties and the potential of various properties within the City's boundaries that could meet civic needs. After an initial Council discussion on this topic, it may be appropriate to develop a more solidified policy with appropriate background analysis including the following components;

1. Needs Assessment
2. Facilities Program
3. Site Alternatives Analysis
4. Conceptual Design
5. Projected Cost Estimates
6. Financial Analysis & Apportionment Strategy

The City Council also may want to consider appointing an Ad Hoc Committee to analyze and review various options and locations for moving City Hall if the City Council directs staff to move forward with the analysis.

Existing Facilities

As represented in Table 1, the City of Los Alamitos governmental offices currently operate out of multiple locations, including City Hall, Council Chamber, Police, Public Works, the Community Center, Youth Center and the TV Studio/Storage/Break building. All properties are owned by the City of Los Alamitos.

Table 1				
Location	Divisions	FY 2012-13 Employees	Facility Size	Notes
City Hall	Reception, City Clerk, Bus. Lic., Planning, Building, Code Enforcement, IT Room	10	2,400	
City Hall Trailer	City Manager, Finance, Benefits, Engineering	9	2,209	
Council Chamber	Public Meetings - Conference Room	0	1,800	
Police	Police, Traffic Jail, detectives	40/but staggered shifts	6,500	
Public Works	Fleet Repair, Storage, Landscaping, Streets, Facility Maintenance	8	1,760 + 6,000 garage	Includes yard. also need garage storage
Community Center & Preschool Trailer	Recreation, Senior Services, Preschool	FT 5 PT (daily) 7 PT staggered 3-10	11,000 + sq ft	Meeting, activity rooms, kitchen facilities, restrooms, storage
Youth Center	Senior Lunch & Bread Services Program, Home Delivered Meals , Youth Services	12 + volunteers	3,340	Kitchen Facilities, Playground and outdoor patio. Restrooms, storage
Storage/PW Break room	LATV Studio, PW Break room, locker room, showers, Finance & Community Development Storage		1,300	
			36,300	

Future Discussions

Any discussion of relocating city services will have to include

- Prioritizing such a project
- Discussions as to location,
- The potential for co-location of other city services,
- The need to assess existing facilities and department needs in the process.

Assessment of each facility poses many questions, possible options and decisions. The goal of this discussion is to refine the discussion to key issues, eliminate steps that do not need further investigation or are non-starters, and narrow the scope to those critical issues necessary to move forward. The outcome will be a program to address the top priority at City Hall and identify what future studies will be necessary for other considerations.

Each facility at the Civic Center will be faced with three choices: 1) to stay in the existing facilities and eventually undertake remodel and improvements; 2) to purchase or lease an office building for governmental offices; or 3) to build a new facility. If a new facility is preferred, the location choices would be selected. Such a program should also include

outreach to the leadership of the Chamber of Commerce and the Los Alamitos Rossmoor Sewer District.

2008 Conceptual Plan

In 2008, the City Manager at that time, entered into an agreement with LPA Architecture to review the constraints and opportunities of an alternative site along Farquhar. Subsequently LPA developed five (A-E) site concepts along approximately 9.5 acres of the Joint Forces Training Base. Those plans are included for informational purposes.

The site concepts including alternative layouts demonstrating how 70,000 square feet of buildings could be spread among the acreage. This included a 35,000 square foot City Hall, a 25,000 square foot Community Center and a 10,000 square foot Police Station. The varying plans also included amenities such as a courtyard, fields, secured parking for police, hardscape, atriums and a plaza.

While the City may not need 70,000 square feet to accommodate all of our needs, staff is using this as a baseline for estimating costs to purchase, build or rent any available space. Consideration of relocation will have to incorporate the costs of land acquisition as well as construction costs.

Value of Civic Center Land

In our analysis, relying on the market data presented and brokers surveyed, a value range from \$44.00 to \$45.00 per square foot is considered reasonable. Through our experience we have learned that most vacant land in Los Alamitos would probably be valued at \$1.8 million per acre.

Costs of Construction

The costs of construction for civic buildings (excluding land costs) vary greatly. The City of Laguna Niguel has recently built a project that was constructed at \$175.00 per square foot. We have also found a very comparable \$179.00 per square feet cost in the recent development of the Woodland Public Safety Building (32,000 sq. ft.) A new 75,000-square-foot Concord City Hall was constructed for \$21 million (\$280.00 per square feet).

By calculating the previously determined need of 70,000 sq. ft. of Civic space, by the \$175.00 per square foot rate of Laguna Niguel, the costs of construction could be \$12,250,000 excluding land acquisition costs.

Rental of existing facility

Building Type	Location	Square Footage	Rates
Industrial	11082 Winners Circle	11,148	\$ 8.40 SF/Year
Industrial	Corporate Center Drive	1,959	\$12.00 SF/Year
Office	Katella Professional Building	6,134	\$21.00 SF/Year
Office	4050 Katella (garden style)	1,250	\$13.20 SF/Year

Source: Loopnet

The rates in Table 2 demonstrate the approximate cost to lease industrial or office buildings. Both are shown because the needs of the City can be met by both industrial and office. Please notice that large (70,000 sq. ft.) spaces are not available in one site and that various sites would have to be sought.

Joint Forces Training Base(JFTB)

The JFTB provides support and training for military units and other federal, state, and local organizations. The City maintains a strong partnership with the base, which hosts community events such as the annual Race on the Base and the Wings, Wheels and Rotors Expo. The base also houses the Sunburst Youth Challenge Academy, Youth Baseball Fields, and Aquatic Center, all of which are used by civilian members of the public.

The civilian reuse of the JFTB is not considered likely in the near future, and the City fully supports the base maintaining its current role for the federal and state government and the City of Los Alamitos. The City will continue to coordinate with JFTB leadership on current and potential base activities, the renovation or expansion of recreational facilities, and opportunities to reuse the land between Little Cottonwood Park and the baseball fields that currently contains long-abandoned multifamily units.

For years there have been discussions with the JFTB leadership regarding the City having a presence at the base. By evidence of the attached drawings, there have been previous discussions regarding 9.5 acres along Farquhar Avenue.

Future Discussions

As stated earlier, any assessment of civic facilities poses questions, possible options and decisions. The goal of this item is to refine the discussion to key issues and narrow the scope to those critical issues necessary to move forward. The outcome will be a program to address the top priority for the City and identify what future studies will be necessary for other considerations.

Fiscal Impact

There is currently \$35,000 designated in the 2014-15 Budget for further study if necessary. The monies would have to be appropriated from this designation for this purpose.

Prepared By:



David L. Hunt, PE
City Engineer

Reviewed By:



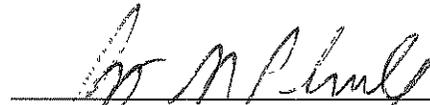
Steven A. Mendoza
Community Development/Public Works Director

Fiscal Impact Reviewed By:



Glenn L. Steinbrink
Interim Administrative Services Director

Approved By:



Bret M. Plumlee
City Manager

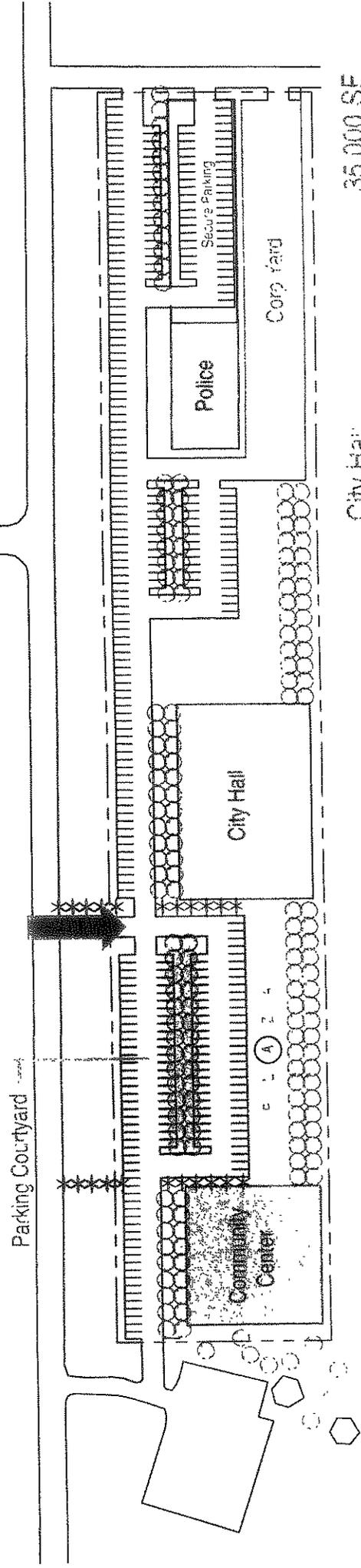
Attachment: Concept Plans A through E

City of Los Alamitos CIVIC CENTER



CONCEPT

Concept 1 provides a parking courtyard which can be used and utilized for Civic events while still having access to parking on the east side of the property. Additionally, a 6'6" edge



- City Hall: 35,000 SF
- Community Center: 25,000 SF
- Police: 10,000 SF
- Corporate Yards

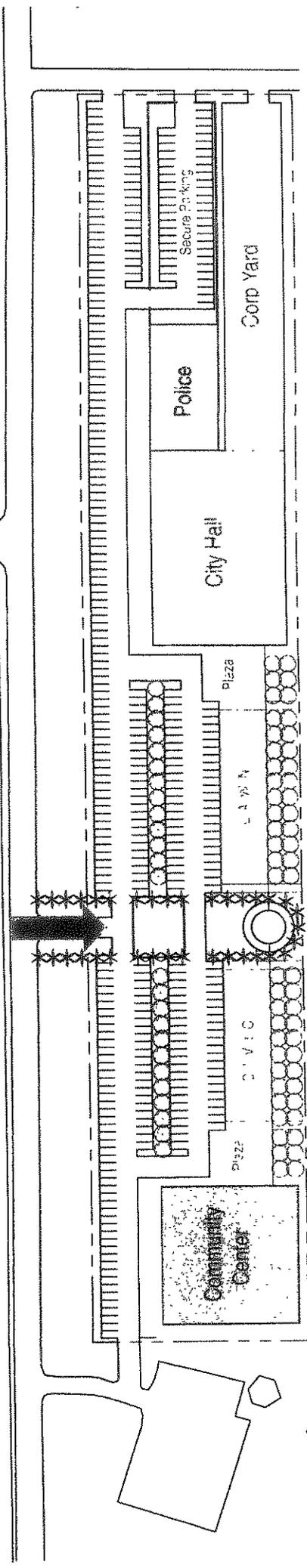
Parking Provided: 250 Spaces
 Parking Provided: 300 Spaces
 (Note: Includes Police and City Hall)



City of Los Alamitos CIVIC CENTER



CONCEPT



City Hall: 35,000 SF
 Community Center: 25,000 SF
 Police: 10,000 SF
 Corporate Yard

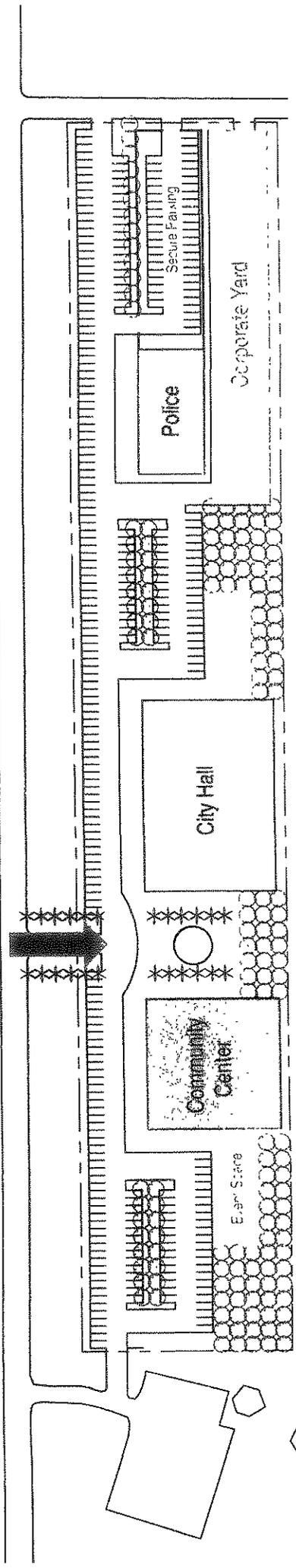
Planting: 100' x 100' x 100'
 Parking: 100 Spaces
 Total: 100' x 100' x 100'



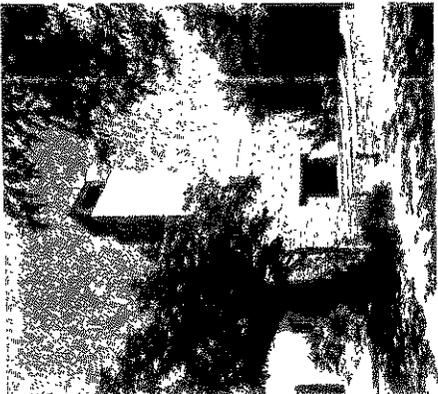
City of Los Alamitos CIVIC CENTER

1999

CONCEPT



City Hall 35,000 SF
 Community Center 25,000 SF
 Event Space 10,000 SF
 Corporate Yard



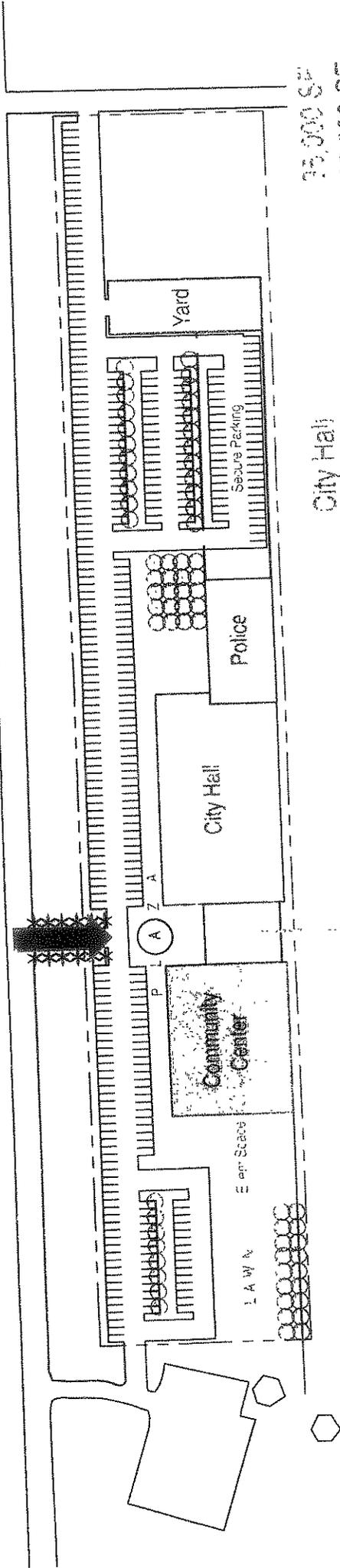
Parking: 1,500 spaces
 150,000 sq ft
 Parking Structure: 150,000 sq ft
 150,000 sq ft



CONCEPT



City of Los Alamitos CIVIC CENTER



35,000 SF
 25,000 SF
 10,000 SF

City Hall
 Community Center
 Police
 Courtyard / Yard

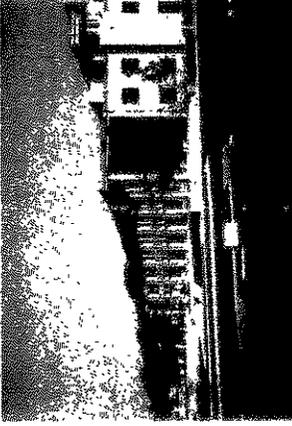
Parking: 1000 SF (A) 500
 Parking: 1000 SF (B) 500
 300 SF (C) 150
 300 SF (D) 150

Does not include the Secure Parking House

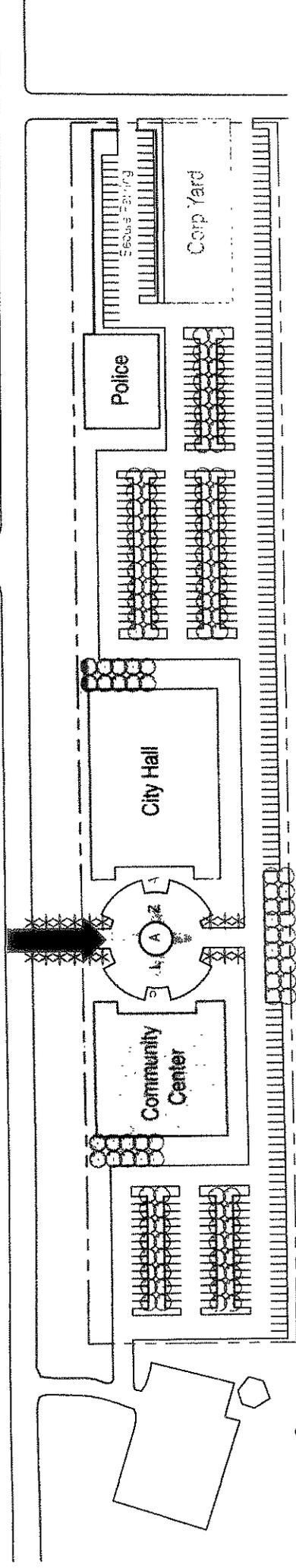


Central Service Enclosed Airway

City of Los Alamitos CIVIC CENTER



CONCEPT



City Hall 35,000 SF
 Community Center 25,000 SF
 Police 10,000 SF
 Corporate Yard



Security Required (4115) (S) 202000
 Parking Provided 200 Spaces
 Does not include Police Security (4115) 202000

City of Los Alamitos

Agenda Report

August 18, 2014

Special Orders of the Day

Item No: 3B

To: Mayor Gerri L. Graham-Mejia & Members of the City Council

From: Bret M. Plumlee, City Manager

Subject: Discussion of the Cable Function and the Future of Los Alamitos Television

Summary: This agenda item seeks Council direction regarding the cable function and the future of Los Alamitos Television

Recommendation:

1. Staff is seeking direction from City Council on the scope of the overall Cable function, including funding approximately \$39,000 in equipment for the Cable studio, directing staff to analyze streaming video of community events, and continuing to operate the studio in light of legal opinions regarding the use of PEG funds, General Funds, and other revenues for the programming of various meetings, events, and other City related items of interest on the City's Public Access Television station; and,
2. Authorize the City Manager to execute an agreement with Direct Community Video for the production and filming of football games and basketball games.

Background

The Los Alamitos Television Fund was created as a Special Revenue Fund of the City upon the dissolution of the Los Alamitos Television Corporation in Fiscal Year 2008-2009. The fund was created to promote and develop local usage of the cable television system in the City. Questions have arisen about the use of PEG (Public, Educational and Government) funds, the primary source of revenue to the LATV Fund, for purposes other than for capital costs. The purpose of this agenda report is to update Council on the status of the LATV fund to promote a discussion about the future of Los Alamitos Television.

Discussion

The Los Alamitos Television Fund receives the majority of its revenue from a \$1 per month fee charged to the subscribers of Time Warner and Verizon. The PEG fees generate approximately \$30,000 per year in revenue, or about \$12 per year from 2,500 subscribers. In addition the City receives about \$6,500 in reimbursements for the filming of events in the City, and a very small amount from investment earnings.

The inception of the fund in FY 2008-09 was the best year in terms of fund balance reserves, with \$153,608 in fund balance at June 30, 2009. The fund has declined steadily since FY 2008-09 to \$118,000 at June 30, 2013, and a projected balance below \$114,000 at June 30, 2014.

Each year, the General Fund pays over \$5,000 for the filming/programming of City Council meetings, with the LATV Fund providing the funding for all other expenses, including filming, programming and equipment purchases related to the LATV studio, and contractors retained to do much of the work related to production of programs appearing on the Government Channel.

It is a concern of staff that the LATV Fund will exhaust its reserves several years down the road at the rate of spending over the previous 5 year period. The Cable Commission has approved two items in separate motions and recommended moving them forward to the City Council for consideration. The first item is to expend \$39,000 of LATV fund balance reserves for studio and broadcast modernization. (Attachment 1) The second item is to bring forward consideration to direct staff to analyze streaming video of local events. If the \$39,000 is expended the fund balance of the LATV Fund will decline to \$75,000. At the rate of spending from 2009 to the present, the LATV Fund would exhaust all reserves in five or six years.

The Cable Communication Act of 1984 allows municipalities to opt out of the PEG requirements. Since 1984, many public access television centers have closed as more municipalities have taken the opt out provision. Government Access Television is a resource of the City to address local municipal programming needs. Often the City or town may use the Government Channel to cablecast City Council meetings, election programming, local emergency announcements, and other events and programs as valued by the local government.

One option that must be considered by City Council is to whether or not to continue to use and upgrade the television studio and its equipment, or to require community members to find their own way to produce a cable show, and hire a contractor to program it and get it aired on Los Alamitos Television without the need to continue to operate a studio, as many other municipalities have done since the Cable Communication Act of 1984.

Significant staff time has been spent on the Cable function in the City. This includes an estimated 10 to 15 hours monthly for the City Manager to prepare staff reports,

agendas and analysis for the Cable Commission and Cable related activities; time spent by the City Attorney on legal analysis of the appropriate use and spending of PEG funds, whether or not advertising or obtaining sponsors for LATV is legal, and various potential Fair Political Practices Committee issues; monthly time spent by the Police Department Secretary to prepare the Cable Commission agenda and minutes and record the Cable Commission meetings; financial analysis, support, and reports prepared by the Interim Director of Administrative Services and Accountant; and other City staff that may be asked to assist in various projects related to the Cable function. For example, most recently, the Community Development Director researched, prepared and distributed a Request for Proposal (RFP) to seek bids on filming and producing sporting events in the City. He also fielded questions about the RFP, distributed addendums resulting from the questions, participated with the City Manager in an interview with the consultant that submitted a bid, and put together the Professional Services for the recommended consultant that is attached to the agenda.

City Council needs to be aware that all of this staff time spent on the Cable function allows less staff time to spend on other projects and issues in the City.

One additional immediate concern is the fact that the City's contractor who has been utilized to film community events will no longer film the local football, basketball and other games for airing on the Government Channel. Staff issued an RFP to retain the services of a contractor to produce and film local sporting events. The RFP and the related Professional Services Agreement are included as attachments to this staff report (Attachments 2 and 3). The RFP was distributed on July 31 and all responses to the RFP were due back to the City no later than August 11.

The City received one proposal from Direct Community Video, a division of Mirror Media Group, LLC. Staff conducted an interview with the vendor and found him to be very well qualified, cooperative and willing and able to move forward with the scope of services included in the Request for Proposal. As a result, Staff is recommending that the City Council authorize the City Manager to execute an agreement with Direct Community Video for the production and filming of football games, basketball games, and other sporting events in the City. The agreement provides for a maximum payment of \$6,500 by the City, with any additional funds to be provided by the vendor from donations obtained from community organizations or other sponsors of the events. The Professional Services Agreement with Direct Community Video... has been signed by the consultant and is included with this staff report (Attachment 4).

Fiscal Impact

The Fiscal Year 2014-15 Operating Budget is based upon the General Fund continuing to pay for the filming and programming of City Council meetings, with the LATV Fund paying for all other costs of the Government Channel. The City Attorney has opined that (unless and until the CAP Act is passed by Congress) the PEG funds can only be used for Capital costs. In the event that it is determined that the City Council wishes to continue with the status quo, it is likely that the General Fund will be required to absorb

a greater amount of the cost of providing programming on the Government Channel in the future to continue to operate the studio. Total costs to the General Fund are unknown at this time and are based in large part on any decisions made by City Council about the future of Los Alamitos Television.

Recommendation

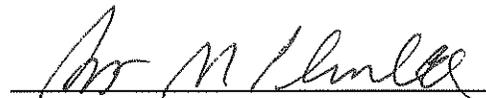
Staff is seeking direction on a number of items. One is if the Council wants to move forward with the recommendation from the Cable Commission to fund approximately \$39,000 in equipment for the Cable studio. The second recommendation from the Cable Commission is to direct staff to analyze streaming video of community events.

Staff is also seeking direction on the scope of the overall Cable function.

Does the Council want to continue operating a cable studio, provide the potential for mobile cable productions, which may include producing community sporting events, film City Council meetings, provide programming of public access productions, and prepare, coordinate and assemble staff reports, agendas, and overall staff support for the Cable Commission?

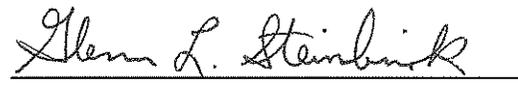
Staff is recommending that the City Council authorize the City Manager to enter into a contract with Direct Community Video for the production and filming of local sporting events, primarily football and basketball games of the high school. The cost to the City will not exceed \$6,500 for FY 2014-15.

Submitted By:



Bret M. Plumlee
City Manager

Fiscal Impact Reviewed By:



Glenn L. Steinbrink
Interim Administrative Services Director

Attachments:

- 1. Proposed Cable Studio Equipment list brought forward from Cable Commission*
- 2. RFP for Production and Filming of Sporting Events*
- 3. Standard Professional Services Agreement*
- 4. Proposal from Direct Community Video*

CITY OF LOS ALAMITOS



REQUEST FOR PROPOSAL

Produce, Fund, and Broadcast Los Alamitos School District Sports Programs

Submittal Deadline:
2:00 p.m.
August 11, 2014

RFP Prepared by and Proposals to be provided to:

Bret Plumlee
City Manager
3191 Katella Avenue
Los Alamitos, California 90720
(562) 431-3538, ext. 249
e-mail address: bplumlee@cityoflosalamitos.org

SECTION I - INTRODUCTION

A: Background

The City of Los Alamitos invites qualified parties to submit Proposals for the attached Scope of Services. The City is considering a contract with a one (1) year term.

The City of Los Alamitos incorporated in 1960, and is located on the Northwest edge of Orange County. It is situated North of Seal Beach, East of Long Beach, South of Hawaiian Gardens, and West of Cypress. The City encompasses 4.3 square miles with a small population of approximately 12,000. The City is mature, urbanized, and, for the most part, built-out. Half of the community's 4.3 square miles is the federally operated Joint Forces Training Base (JFTB). The City Manager is hired by the City Council and oversees all day to day operations. Contractor will receive direction from both City Manager and the Community Development Director. For more information about the City, please visit the City website at <http://cityoflosalamitos.org/>.

B: Proposed Schedule

SCHEDULE	
Distribution of RFP (advertised)	July 31, 2014
RFP Submittal Deadline Noon	2 p.m. August 11, 2014
Scoring to be Completed by City Staff	August 15
Staff to Select Top Proposers	TBD
Notify Top Proposers	TBD
Staff to Conduct Interviews	TBD
Award of Contract	August 18, 2014
Contract Effective Date	August 19, 2014

C: Instructions to Proposers and Procedures for Submittal

One (1) original and two (2) copies of the Proposal must be submitted in a sealed envelope and submitted to the following address:

**City of Los Alamitos
Attn: City Manager
3191 Katella Avenue
Los Alamitos CA 90720**

Proposers are solely responsible for ensuring their Proposal is received by the City in accordance with the solicitation requirements, before Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic, facsimile, or telephonic Proposals or modifications will be considered. The City shall not be responsible for any delays in mail or by common

carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this REQUEST FOR PROPOSALS. All Proposals shall become the property of the City. Late Proposals will not be accepted and will be returned to the Proposer unopened.

SECTION II - PROPOSAL RESPONSE REQUIREMENTS

Proposers shall submit one (1) original Proposal marked "ORIGINAL" and two (2) copies on or before the Submittal Deadline. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If no document can be identified as original bearing original signatures, Proposer's Proposal may be rejected at the discretion of the City.

It is imperative that all Contractors responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposal should be concise and be able to properly convey all information within ten pages. All Proposals shall include the following information:

A: Letter of Transmittal

Please include a brief introduction and history of your firm. Be sure to state why you believe that your firm is the best qualified to provide such services to the City of Los Alamitos.

B: Company Data:

Please submit the following information:

1. Official firm name and address.
2. Name, address, telephone number and email address of the Proposer's point of contact.
3. Indicate what type of entity (corporation, company, joint venture, etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and fax numbers of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. All comparable contracts currently in effect. Please indicate:
 - Contracting Agency
 - Year Contract Started

- Type of Contract
9. Please describe areas of specialization provided by the Proposer.
 10. Any failures or refusals to complete a contract and explanation.
 11. Financial interests in other lines of business.
 12. Known conflicts of interest.

C: Proposals

Please describe your firm's qualifications for providing such services to the City of Los Alamitos. Proposal should be concise and be able to properly convey all information within ten pages.

1. Identify the individual that you propose for the task and indicate the number of years of experience.
2. The overall capabilities, qualifications, training and areas of expertise of the firm.
3. Identify the location of the office(s) serving the City. If office hours at City Hall are necessary, please specify the day(s) of week and hours.
4. Identify the support personnel that would work with the City and provide a brief description of their function. Include any changes you would propose, now or in the future, should your firm be awarded a contract with the City.
5. Describe systems/methods that would be utilized to provide services in a cost effective manner.
6. The City of Los Alamitos will require the firm with which a contract is established, prior to commencement of work, to provide evidence of appropriate insurance coverages. Proposer shall indicate the willingness and ability to submit proof of the required insurance coverage prior to execution of the contract.
7. The City seeks to identify and avoid any conflicts or possible conflicts of interest. The City reserves the right to prohibit participation, if a significant conflict of interest is determined to exist. Please address the following:
 - a) Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last ten years by the firm.
 - b) Please list all public agency clients for which your firm currently provides services.
 - c) Please list all public agency clients for which your firm previously provided services over the last ten years.
8. Describe any special services that may be provided by your firm to the City of Los Alamitos.

D: References:

Proposer to provide three (3) references for which Proposer has provided similar services as set forth in the RFP within the last five (5) years. Include name of business, name of contact person, telephone number of contact person, description of services provided.

E: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format outlined in Section V.

SECTION III - PROPOSAL EVALUATION AND SELECTION

City Staff will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Selection of qualified Proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order or importance. Interviews will be held with the most qualified respondents. The recommended Proposal will be submitted to the City Council for contract approval.

The Proposal will be evaluated on the basis of the response to all questions and requirements of this RFP. The City shall use some or all of the following criteria in its evaluation:

1. Experience of the firm, particularly of staff assigned to supervise and administer this contract.
2. Education and experience of personnel assigned.
3. Demonstrated knowledge of public agencies, particularly smaller comparable municipalities.
4. Understanding of the needs and requirements of the City.
5. Quality of references.
6. Proposed costs.
7. Content, quality, completeness and form of submitted proposal.
8. Interviews.

SECTION IV - SCOPE OF SERVICES

SCOPE OF WORK

Produce, fund, and broadcast Los Alamitos School District sports programs including Los Alamitos High School basketball and football home games and designated away games. Must deliver a finished product to the City of Los Alamitos on DVD or other media that can be played on Los Alamitos Television. City's will fund up to 50% of agreement up to \$6,500. City equipment is available for use by the contractor. The contractor shall meet the City's insurance requirements as specified in the City's Professional Services Agreement (Attachment 1).

SECTION V - COMPENSATION

It is expected that all services will be billed monthly with reimbursable expenses listed separately.

A: Hourly Rates

Identify your proposed billing rates as shown in the format displayed below. This table is just a sample. Please provide all appropriate titles and rates.

Labor Rates	
Principal	\$ _____ per hour
Associate	\$ _____ per hour

Please list your minimum unit of time. For example: 6 minutes, 8 minutes, etc.

B: Reimbursable Expenses

Identify your reimbursable expense unit rates as shown in the format displayed below. This table is just a sample. Please provide all applicable reimbursable expenses and unit rates.

Reimbursable Costs	
Mileage	\$ _____ per
Reproduction Charges	\$ _____ per

C: Rate Adjustments

Proposer must state if the proposed rates are guaranteed for the term of the contract or if it is subject to adjustments. If subject to adjustments, Proposer must state the frequency of adjustments and how adjustments are determined.

D: Payment

The City requests a monthly itemized statement which indicates work completed and hours of service rendered. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges.

Please indicate if your firm is agreeable to this payment arrangement. If not, please describe your firm's preference for method of payment, payment terms, and your procedure for billing of retention, hours, and expenses and any other accounting requirements.

SECTION VI - GENERAL CONDITIONS

AUTHORIZED SIGNATURES. Every Proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a Proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the Proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the Proposal, the Proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation.

AWARD OF PROPOSAL. Award will be made to the Proposer offering the most advantageous Proposal after consideration of all Evaluation Criteria set forth in Section III. The criteria are not listed in any order of preferences. An Evaluation Committee will be established by the City. The Committee will evaluate all Proposals received in accordance with the Evaluation Criteria. The City reserves the right to establish weight factors that will be applied to the criteria depending upon order of importance. Weight factors and evaluation scores will not be released until after award of Proposal. The City shall not be obligated to accept the lowest priced Proposal, but will make an award in the best interests of the City after all factors have been evaluated.

Discussions may, at the City's option, be conducted with responsible Proposers who submit Proposals determined to be potentially selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of Proposals. In conducting discussions, the City will not disclose information derived from Proposals submitted by competing Proposers.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation at any time.

COMPLIANCE WITH LAWS. All Proposals shall comply with current federal, state, and other laws relative thereto.

CONTRACT DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, and addenda (if any), referred to as Contract Documents. Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by the Contract Documents. The failure or neglect of the Proposer to examine the Contract Documents shall in no way relieve him from any obligations with respect to the solicitation or contract. The submission of a Proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the Contract Documents. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve

him from any obligations with respect to the Proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

COSTS. The City is not liable for any costs incurred by Proposers before entering into a formal contract. Costs of developing the Proposals or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one Proposal for the same work unless alternate Proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, the City may refuse to consider Proposals from participants in such collusion. Proposers shall submit as part of their Proposal documents the completed Non-Collusion Affidavit provided herein.

INTERPRETATION OF CONTRACT DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction. Oral statement(s) interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Requests for interpretations shall be made in writing and delivered to Community Development Director, City of Los Alamitos, 3191 Katella Avenue, Los Alamitos CA 90720 at least ten (10) days before the Submittal Deadline. The requesting party is responsible for prompt delivery of any requests. When the City considers interpretations necessary, interpretations will be in the form of an addendum to the Contract Documents, and when issued, will be sent as promptly as is practical to all parties recorded by the City as having received Contract Documents. All such addenda shall become a part of the contract. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of Contract Documents is responsible for advising the City that they have a set of Contract Documents and wish to receive subsequent addenda.

IRREGULARITIES. City reserves the right to waive non-material irregularities if such would be in the best interest of the City as determined by the City Council.

NON-EXCLUSIVE CONTRACT. The successful Proposer will enter into a NON-EXCLUSIVE contract and the City reserves the right to enter into agreements with other firms for services.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one Proposal.

NO OBLIGATION: The release of this RFP does not obligate nor compel the City to enter into a contract or agreement.

PAYMENT TERMS. Discounts for payments made within 20 days from receipt of invoice will be considered in award of Proposal. Payment discounts must be clearly shown in the Proposal.

PROPOSAL, REJECTION OF. The City reserves the right to reject any or all Proposals or any part of a Proposal. The City reserves the right to reject the Proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

PROPRIETARY INFORMATION. Proposals must **NOT** be marked as confidential or proprietary. City may refuse to consider a Proposal so marked. Information in Proposals shall become public information and is subject to disclosure laws.

PUBLIC OPENING: There will be a public opening of Proposals. Prices and other Proposal information shall not be made public until the Proposal is awarded. At that time the submitted Proposal information and executed contract will become public information.

SEVERABILITY. If any provisions or portion of any provision, of this contract are held invalid, illegal or unenforceable, they shall be severed from the contract and the remaining provisions shall be valid and enforceable.

SUBCONTRACTOR INFORMATION. If the Proposal includes the use of subcontractors, Proposer must identify subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.

SUBCONTRACTOR REFERENCES. For all subcontractors that will be used on this project, Proposers must provide a minimum of two references from similar projects performed for any local government clients within the last three years. Information provided shall include:

- a. Client name;
- b. Project description;
- c. Dates (starting and ending);
- d. Technical environment;
- e. Staff assigned to reference engagement that will be designated for work per this RFP;
- f. Client project manager's name and telephone number.

TERMS OF THE OFFER. The City reserves the right to negotiate final contract terms with the Proposer selected. The contract between the parties will consist of the City

Agreement, the RFP together with any modifications thereto, the awarded Proposer's proposal, and all modifications and clarifications that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Proposer's proposal, and the awarded Proposer's Proposal. Specific exceptions to this general rule may be noted in the final executed contract. Proposer understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the Proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the Proposal.

VALIDITY. Proposal must be valid for a period of 90 days from the due date.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by the City Manager before the Proposal Submittal Deadline.

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he or she is _____ of _____ the party making the attached Proposal; that the Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, 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 Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal 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, Proposal depository, or to any member or agent thereof to effectuate a collusive or sham Proposal.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Proposer _____

Signature _____

Name _____

Title _____

Dated _____

CITY OF LOS ALAMITOS



REQUEST FOR PROPOSAL

Produce, Fund, and Broadcast Los Alamitos School District Sports Programs

Addendum #2 (August 4, 2014)

QUESTION: In your response to the question in the addendum, you list sports other than football and basketball, yet the RFP mentions only the latter. Are those additional sports also included in the contract?

RESPONSE:

The goal is to maximize the number of events prioritizing football then basketball.

Addendum #1 (July 30, 2014)

QUESTION: The entire budget is 13k? And how many games are you proposing? The RFP is very vague. Football can be 16 games if they go all the way to State finals with Barnes and Basketball there can be two games per week for 8 weeks. I have produced sporting events for 27 years and this can get very tricky to bid.

RESPONSE:

On average the following events are filmed per year;

As many as 7 or 8 Football Games per year and
5 basketball
2 girls soccer
2 boys soccer
1 wrestling
2 softball
2 volleyball

SAMPLE PROFESSIONAL SERVICES AGREEMENT

(City of Los Alamitos/ _____)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City"), and _____ *[enter contractor (company's) name]* a _____ *[insert Contractor's state of incorporation]*, _____ *[enter contractor's legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company]* ("Contractor").

2. RECITALS

- 2.1 City desires to employ the services of Contractor to provide videography services to the City of Los Alamitos, and Contractor desires to accept retention to provide such services. It is the desire of the Parties through this Agreement to establish conditions of the relationship, and to set working conditions for Contractor.
- 2.2 Contractor represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3 The City's budget for contracted services is six thousand five hundred dollars (\$6,500.00). Contractor may seek matching funding from outside sources to cover its costs and profit to the extent that this Agreement requires services reasonably costing more than said amount.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

3. DEFINITIONS

- 3.1 "Scope of Services": Such professional services as are set forth in Contractor's _____ *[enter Contractor's proposal date]* proposal to City attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Contractor's _____ *[insert date fee schedule submitted to City]* fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference, but not to exceed six thousand five hundred dollars (\$6,500.00) per fiscal year.
- 3.3 "Commencement Date": _____.
- 3.4 "Expiration Date": _____.

4. **TERM**

The term of this Agreement shall commence at 12:() a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Expiration Date unless extended by written agreement of the parties or terminated earlier in accordance with Section 17 ("Termination") below.

5. **CONTRACTOR'S SERVICES**

- 5.1 Contractor shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement. In no event shall the total compensation and costs payable to Contractor under this Agreement exceed the sum of _____ Dollars (\$_____,_____) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall perform all work to the highest professional standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*).
- 5.3 During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working at the Commencement Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Contractor's performance of such work.
- 5.4 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. _____ *[enter name of project administrator]* shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

6. **COMPENSATION**

- 6.1 City agrees to compensate Contractor for the services provided under this Agreement, and Contractor agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule and Section 5.1 of this Agreement above.
- 6.2 Contractor shall submit to City an invoice, on a monthly basis or less frequently,

for the services performed pursuant to this Agreement. Each invoice shall itemize the services rendered during the billing period and the amount due. Within ten business days of receipt of each invoice, City shall notify Contractor in writing of any disputed amounts included on the invoice. Within thirty calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other payroll deductions from payments made to Contractor unless otherwise required by law.

- 6.3 Payments for any services requested by City and not included in the Scope of Services shall be made to Contractor by City on a time-and-materials basis using Contractor's standard fee schedule. Contractor shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally; provided, however, in no event shall Contractor be entitled to increase fees for services rendered before the thirtieth day after Contractor notifies City in writing of an increase in that fee schedule nor to claim payment other than in compliance with this Agreement, including Section 5.1 above.. Fees for such additional services shall be paid within sixty days of the date Contractor issues an invoice to City for such services

7. OWNERSHIP OF PRODUCTS

All reports, documents, video, photographic or other material ("products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon use or dissemination by City. Contractor may take and retain copies of such products as desired, but no such products shall be the subject of a copyright application by Contractor.

8. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

Under no circumstances shall Contractor look to the City as his employer. Contractor shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned PERS retirement benefits, and Contractor specifically assumes the responsibility for making such a determination. Contractor shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by

Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without prior written consent by City. City shall grant such consent if disclosure is legally required. Upon request, all City data shall be returned to City upon the termination or expiration of this Agreement.

10. INDEMNIFICATION

- 10.1 The parties agree that City, its officers, agents, employees and volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, taxes, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Contractor acknowledges that City would not enter into this Agreement in the absence of Contractor's commitment to indemnify and protect City as set forth herein.
- 10.2 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and when the City requests with respect to a claim provide a deposit for the defense of, and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, and injury to any property arising out of or in connection with Contractor's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Contractor or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Contractor or its subcontractors, in the performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Such costs and expenses shall include reasonable attorneys' fees due to counsel of City's choice, expert fees and all other costs and expenses of litigation.
- 10.3 City shall have the right to offset against any compensation due Contractor under this Agreement any amount due City from Contractor as a result of Contractor's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Contractor arising from Contractor's failure either to (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 10.4 The obligations of Contractor under this Section 10 are not limited by the provisions of any workers' compensation statute or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section 10 from each and every subcontractor or

any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations from others as required herein. Contractor agrees to be fully responsible and to indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Contractor's subcontractors or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.6 City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies apply to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of this Agreement. Such insurance shall be of the types and in the amounts as set forth below:

- 11.1.1 Comprehensive General Liability Insurance with coverage limits of not less than Five Hundred Thousand Dollars (\$500,000) including products and operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.

****ALTERNATE LANGUAGE:**

Comprehensive General Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage. *[If Contractor is a limited liability company, insert "General Liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds."]*

- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Hundred Fifty Thousand Dollars (\$250,000) per claimant and Two Hundred Fifty Thousand Dollars (\$250,000) per incident.

****ALTERNATE LANGUAGE**

Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of Two Hundred Fifty Thousand (\$250,000) per accident for bodily injury and property damage.

11.1.3 Worker's Compensation insurance if and as required by the laws of the State of California.

11.1.4 Professional Errors and Omissions Insurance with coverage limits of not less than Five Hundred Thousand Dollars (\$500,000).

****ALTERNATE LANGUAGE**

Professional Liability Insurance with a minimum limit of Five Hundred Dollars (\$500,000) per occurrence.

Errors & Omissions Insurance should be required whenever professional services are being provided – such as the services of engineers, architects, licensed surveyors, doctors, etc. Paragraph 11.1.4 can be deleted from contracts for other services.

11.2 Contractor shall require each of its subcontractors to maintain insurance coverages that meet all of the requirements of this Agreement.

11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

11.4 Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium(s) thereon at Contractor's expense.

11.5 At all times during the term of this Agreement, Contractor shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the policies required by this Agreement are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall file with City's Risk Manager such certificate(s) prior to commencement of work under this Agreement.

- 11.6 Contractor shall provide proof to the City's Risk Manager that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage at least two weeks prior to the expiration of the coverages.
- 11.7 The general liability and automobile policies of insurance required by this Agreement shall contain endorsements naming City and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty days' prior written notice to City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.
- 11.8 The insurance provided by Contractor shall be primary to any other coverage available to City. Any insurance or self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against the City.
- 11.10 Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.
- 11.11 Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

- 12.1 City shall provide Contractor with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Contractor's services under this Agreement.
- 12.2 If any claim or action is brought against City relating to Contractor's performance in connection with this Agreement, Contractor shall render any reasonable assistance that City may require in the defense of that claim or action.

13. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement for a period of three years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

14. PERMITS AND APPROVALS

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Contractor's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.

15. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City:
City of Los Alamitos
3191 Katella Ave.
Los Alamitos, CA 90720
Attn: [City Project Coordinator]
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Contractor:
Name of Contractor
Street Address or P.O. Box
City, State Zip Code
Telephone: () ___ - ____
Facsimile: () ___ - ____

With courtesy copy to:

Cary S. Reisman, City Attorney
Wallin, Kress, Reisman & Kranitz, LLP
2800 28th Street, Suite 315
Santa Monica, CA 90405-6201
Telephone: (310) 450-9582
Facsimile: (320) 450-0506

16. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 9, Section 10, Paragraph 12.2 and Section 13 of this Agreement shall survive the expiration or termination of this Agreement.

17. TERMINATION

- 17.1. City may terminate this Agreement for any reason on five calendar days' written notice to Contractor. Contractor may terminate this Agreement for any reason on sixty calendar days' written notice to City. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 17.2 If City terminates this Agreement due to no fault or failure of performance by Contractor, then Contractor shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Contractor.
- 18.2 In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability medical condition or any other unlawful basis.
- 18.3 The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph at the head of which it appears, the section or paragraph, and not such heading, shall govern construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Contractor of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition of this Agreement. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in a writing signed by one authorized to bind the party asserted to have consented to the waiver.
- 18.5 Contractor shall not be liable for any failure to perform if Contractor presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Contractor.

- 18.6 Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees incurred in such action. The venue for any litigation shall be Orange County, California and Contractor hereby consents to jurisdiction in Orange County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 18.7 If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- 18.8 This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 18.9 All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Contractor with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed by City and Contractor.

19. PREVAILING WAGE LAW

This Agreement is not subject to the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., or well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“City”
City of Los Alamitos

“Contractor”
Name of Company or Individual

By _____
Gerri Graham-Mejia, Mayor

By: _____
Name. Level of Officer e.g., Vice President

Date: _____

Date: _____

By: _____

Date: _____

Note that it takes two signatures to bind a corporation. If a contractor does not wish to provide a second signature, the City can accept one signature and a resolution of the Board of Directors of the corporation, with two signatures on the resolution, authorizing the person who signed the agreement to sign for and bind the corporation.

Attest:

By _____
Windmera Quintanar, CMC, City Clerk

Date: _____

Approved as to form:

By _____
Cary S. Reisman, City Attorney

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE



Mirror Media Group, LLC
3435 Ocean Park Blvd. #210
Santa Monica, Ca. 90405

Mirror Media Group, LLC (FEIN: 46-4038294) owns and operates Direct Community Video, based out of Santa Monica, Ca. at their offices; 3435 Ocean Park Blvd. #210, Santa Monica, Ca. 90405. Mirror Media Group is a media company based out of West Los Angeles and has interests in publishing, newspapers, digital media, video production, and custom publishing. Direct Community Video was incorporated in September of 2012 and becoming part of the Mirror Media Group umbrella in Jan. 2014.

A handwritten signature in black ink, appearing to read "TJ Montemer". The signature is stylized and fluid, with a long horizontal stroke extending to the right.

TJ Montemer
President, Mirror Media Group, LLC

8/11/2014



Direct Community Video
3435 Ocean Park Blvd. #210
Santa Monica, Ca. 90405

Proposal – Los Alamitos High School Sports

A.) Direct Community Bio:

Direct Community Video (DCV) is based out of Santa Monica, Ca. and is operated by the Mirror Media Group (MMG).

Mirror Media Group is West Los Angeles' largest local media company, operating 5 local media properties: Santa Monica Mirror, Brentwood News, Century City News, Westside Today and Yo! Venice! MMG is owned by TJ Montemer, an alumni of Los Alamitos High School and 3 year Football Varsity letterman, 2001-03 and brother Max Montemer, alumni of Los Al 05'-09'. That being said, DCV is very familiar with the productions that use to air on Los Al TV3.

DCV is the best option for Los Al TV because of our production capabilities and creative approach. As most of these programs will be for both cable TV and the internet, we are capable of creating content that is appropriate for both platforms. Keeping the pieces entertaining and fast paced. With the traditional way Los Al sports was filmed before, it was boring and is not web worthy, so we must be creative when presenting these sporting events.

DCV scope of work is mostly in the newspaper industry, as we were built for the print business due to the changing media landscape newspapers, magazines. etc; are having to endure. That being said, we are capable story tellers, with a knack for getting in the details and presenting information in a concise yet complete way.

Lastly, DCV is unique because of its relationship with Orange County Community News, the publisher of "Los Alamitos Enterprise" and the "Seal Beach Sun" due to our video production agreement we have with them. DV can utilize this if needed to provide another local source of distribution.

B.)

1.) Direct Community Video

2.) TJ Montemer, 3435 Ocean Park Blvd. #210, Santa Monica, Ca. 90405, tj@smmirror.com,
310.310.2637 x 104

3.) C-Corp

4.) Federal Employer I.D. Number: 46-0846852

5.) 3435 Ocean Park Blvd. #210, Santa Monica, Ca. 90405

6.) Please see attached

7.) Direct Community Video has been in business now for 2 years.

8.) All comparable contracts currently in effect. Please indicate:

I.) Tampa Bay Times

a.) October 2013

b.) Post-production services

II.) Downtown LA News

a.) November 2012

b.) Production/post production of "This week in DTLA"

III.) San Fernando Valley Sun

a.) June 2014

b.) Post-production services

IV.) Orange County Community News

a.) September 2012

b.) Post-production services

9.) DCV specializes in; Video production, Voice-Over, Post-production, high-energy productions, High school sports, Game Highlights, Interviews, Mutli-format production

10.) The only reason DCV would have to refuse this contract would be if there is not an ability to seek more sponsorships to create more revenue for this project.

11.) DCV does work with Los Al Enterprise and Seal Beach Sun

12.) Known Conflicts of Interest: N/A

C.)

- Direct Community Video will provide production staff and the individual will be different and DCV cannot say who will be shooting event to event. However, all staff are trained and equipped to handle the duties charged to them
- DCV works in a variety of environments from games to rec carpet events. Staffa are trained with a college education specified in a production field plus hours of experience in the field working with our clients on a day to day basis.
- City Hall hours will not be needed for this project. DCV offices are in Santa Monica at 3435 Ocean Park Blvd. #210, Santa Monica, Ca. 90405
- Greg O'Brien would be the Point of Contact for the City of Los Alamitos for this project. Mr. O'Brien has many years of experience from Aggie TV in New Mcxico to working with the LA Dodgers during the season for their post-production. Mr. O'Brien serves as "Director" for DCV.
- DCV will utilize 2 camera men for Football and Basketball games, the rest of the sporting events will have 1 cameraman. We will shoot all video at event and then take back to studio for editing, where DCV will do: voice over, host/talent shots, post-production, color correction, sound correction, script writing
- DCV can provide appropriate proof of insurance.
- The City seeks to identify and avoid any conflicts or possible conflicts of interest. The City reserves the right to prohibit participation, if a significant conflict of interest is determined to exist. Please address the following:
 - a) Please list any political contributions of money, in-kind services, or loans made to any member of a City Council within the last ten years by the firm.
 - None
 - b) Please list all public agency clients for which your firm currently provides services.
 - None
 - c) Please list all public agency clients for which your firm previously provided services over the last ten years.
 - None
- No special services will be provided

Below please see concept for Los Al HS Sports Coverage:

Games to be covered:

Football – 8 games (Homecoming special)

Basketball - 4 girls basketball/4 boys basketball (Queen of Courts special)

2- girls soccer/ 2- boys soccer

1- wrestling

2- baseball

2- softball

2- boys volleyball/ 2- girls volleyball

Total Los Al HS games to be covered in the 14'-15' season: 25 games

Final Production Outline for each game:

Σ 30 minute program

- First 15 min.

A.) Introduction to game - 2 min.

B.) Sponsor message – 1 min.

C.) Game Highlights (all major plays with voice over/music/graphics) – 5 min.

D.) Sponsor message – 1 min.

E.) Post-Game interview – 3 min.

F.) Sponsor message – 1 min.

G.) Preview of next game/season review – 2 min.

- Second 15 min.

A.) Every play of the game, edited down to 15 min.

B.) To include graphics and music and natural sound

- Show will be provided as a whole and in the sections for web distribution on losaltv.org

References:

Tampa Bay Times:

Anne Glover

Email: Glover@tampabay.com

Phone #: 727.893.8562

Post-Production

Los Angeles Downtown News:

Dawn Eastin

Email: dawn@downtownnews.com

Phone #: 213.481.1448

Production and Post-Production

Orange County Community News:

Vince Bodiford

Email: vbodiford@communitymediaus.com

Phone #: 714.614.6790

Compensation:

DCV bills in bulk rate. We do not break down hourly rates, as this will be a contract between the city and DCV to provide coverage of 25 games. The amount of \$6500 that the city of Los Alamitos proposed is sufficient, which breaks down to \$260 per game that DCV will produce for the city of Los Alamitos.

DCV will seek sponsors to help fund the rest of the project. DCV will commit regardless of the results of outside sponsor solicitation requests.



August 11, 2014

RE: Video production / use

Greetings,

Orange County Neighborhood Newspapers, Inc., including our newspapers for Los Alamitos and Seal Beach (News Enterprise and Sun News) and websites (newsenterprise.net and sunnews.org), is working directly with Direct Community Video (DCV). If DCV is the selected vendor to produce Los Alamitos sports, these videos will also be distributed and viewed on our newspaper websites.

We have a long association with DCV, and we highly recommend that they are the vendor for the sports videos.

Sincerely,

Vincent W. Bodiford
Group Publisher