

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, JUNE 6, 2011 – 7:00 p.m.

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.ci.los-alamitos.ca.us 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 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 Graham-Mejia
Council Member Kusumoto
Council Member Poe
Mayor Pro Tem Edgar
Mayor Stephens
3. **PLEDGE OF ALLEGIANCE** **Mayor Pro Tem Edgar**
4. **INVOCATION** **Mayor Stephens**
5. **PRESENTATIONS**
 - A. **Orange County United Way, Habitat for Humanity, and Casa Youth Shelter**
 - B. **Los Alamitos Police Department**

6. **ORAL COMMUNICATIONS**

At this time, any individual in the audience may come forward to speak on any item within the subject matter jurisdiction of the City Council. Remarks are to be limited to not more than five minutes per speaker.

7. **REGISTER OF MAJOR EXPENDITURES**

June 6, 2011.

Roll Call Vote

- Council Member Graham-Mejia
- Council Member Kusumoto
- Council Member Poe
- Mayor Pro Tem Edgar
- Mayor Stephens

8. **CONSENT CALENDAR**

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

*****CONSENT CALENDAR*****

A. **Approval of Minutes** (City Clerk)
Approve Minutes of the Regular Meeting – May 16, 2011.

B. **Warrants** (Finance)
June 6, 2011.

C. **Pool Service and Maintenance Contract** (Comm. Svcs.)
This agenda item is a contract for service and maintenance of the pool.

Recommendation: Authorize the City Manager to execute a contract for with Decksider Pool Service for service and maintenance at the pool. This contract is for the first optional extension year of a one-year contract with two optional one-year extensions. The contract originated in FY 2010-2011. The contract is not to exceed \$20,000 annually.

D. **Memorandum of Understanding C-1-2466 for the Katella Avenue Traffic Light Synchronization Program Project** (Public Works)
The Orange County Transportation Authority (OCTA) project, entitled Katella Avenue Traffic Light Synchronization Program Project, will synchronize 58 traffic signals from the western border of Orange County in the City of Los Alamitos, to the intersection of Santiago Canyon Road and Cannon Street in the City of Orange. The project will upgrade traffic signal equipment, as well as update signal timing parameters to reflect current traffic patterns. Katella Avenue was selected due to its high volume of traffic and regional significance. The project will be managed and constructed by OCTA.

The Memorandum of Understanding (MOU) will establish a relationship between the OCTA and agencies that have traffic signals on Katella Avenue. The MOU allows OCTA to administer a project within all the jurisdictions with a common goal of signal synchronization. The OCTA

project will be managed and constructed with oversight from each agency pertaining to the agency's individual signals.

Recommendation: Approve the Memorandum of Understanding C-1-2466 by and between Orange County Transportation Authority and cities of Anaheim, Cypress, Garden Grove, Los Alamitos, Orange, Stanton, and Villa Park, and the County of Orange and the State of California Department of Transportation for Katella Avenue Traffic Light Synchronization Program Project.

E. Reject all Bids for the Construction of Laurel Park Rehabilitation (CIP No. 10/11-04) and Direct the City Engineer to Re-advertise (Public Works)

On May 18, 2011, construction bids were publicly opened for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04). After a thorough review of all bids submitted, staff determined that the bid submitted by DD Systems, Inc. to be the lowest responsible bid in the total bid amount of \$249,585.63. This bid amount exceeds the appropriated construction budget for this project, and staff recommends that the City Council reject all bids and re-advertise.

Recommendations:

1. Reject all bids received for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04); and,
2. Authorize the City Engineer to re-advertise for bids to construct the project at the lowest cost to the City.

*****END OF CONSENT CALENDAR*****

9. DISCUSSION ITEMS

A. Acceptance of Donation of Bench and Tree (Comm. Svcs.)

This report seeks City Council acceptance of the donation of a park bench and tree to be located at Little Cottonwood Park

Recommendation: Authorize the acceptance of the donation of a concrete bench and tree to be located at Little Cottonwood Park.

B. Explanation of Los Alamitos' Peddler/Solicitor Regulations (C.D.)

Recent activity has led the City to review its procedures related to Peddler/Solicitor Permit regulations. Staff has outlined how the City of Los Alamitos regulates parties who go door-to-door and the level of regulations the Peddlers, Solicitors and Canvassers are subjected to. This review may be an opportunity to discuss this important issue and direct staff to make future changes in the code.

Recommendation:

1. Review and discuss the Peddler/Solicitor regulations; and,
2. Direct staff to immediately change the approval letter adding a copy of photo ID into the letter of approval issued by the City; and,
3. Direct the City Attorney to make any necessary changes deemed appropriate by the City Council.

C. Approval of Professional Service Agreement (PSA) with The Planning Center/DCE for General Plan Update and Approval of Corresponding Budget Amendments (Community Development)

The following is a summary of the consultants considered to complete the City's General Plan Update including rating, interview, and negotiations with the proposers in response to the City's Request for Proposal (RFP).

Recommendation:

1. Authorize the City Manager to approve a Professional Services Agreement with The Planning Center|DCE for the General Plan Update in the amount of \$429,478.00; and,
2. Authorize staff to amend the proposed budget for Fiscal Year 2011-2012 for year one of the Agreement in the amount of \$150,000.00; and,
3. Authorize staff to amend the proposed budget for Fiscal Year 2011-2012 in the amount of \$25,000.00 for the in-house peer review of the General Plan including Engineering, Traffic, and Legal.

D. Consideration and Possible Action Regarding the Draft Report of the Orange County Redistricting Commission (City Manager)

The Orange County Redistricting Commission recently released a map depicting draft boundaries of Assembly and Congressional Districts in Orange County. This item has been placed on the City Council agenda for the purpose of determining whether or not the Council seeks to comment on the process and/or submit correspondence regarding the configuration of the draft districts.

Recommendation:

1. Review the attached maps of proposed Assembly Districts in Orange County;
2. Provide direction to staff regarding potential correspondence to the Orange County Redistricting Commission;
3. Alternately, discuss and take other action related to this matter.

10. MAYOR AND COUNCIL INITIATED BUSINESS

Council Announcements

At this time, Council Members may also report on items not specifically described on the Agenda that are of interest to the community, provided no action or discussion is taken except to provide staff direction to report back or to place the item on a future Agenda.

Mayor Stephens
Council Member Graham-Mejia
Council Member Kusumoto
Council Member Poe
Mayor Pro Tem Edgar

11. ITEMS FROM THE CITY MANAGER

12. CLOSED SESSION

A. Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

Existing Litigation (G.C. 54956.9(a))
AT&T Mobility Wireless Data Services Tax Litigation, Northern District of Illinois Case No. 1:10-CV-2278 and

Anticipated Litigation (G.C. 54956.9b(3)(C))
Receipt of Claim pursuant to Tort Claims Act from New Cingular Wireless PCS LLC threatening litigation (copy available for public inspection in City Clerk's Office). A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City Council.

13. ADJOURNMENT

The next meeting of the City Council is scheduled for Monday, June 20, 2011, in the City Council Chambers.

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 72 hours prior to the meeting.



Windmera Quintanar
Department Secretary

6/2/11
Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
June 6, 2011

Pages:

01-02	\$ 253,653.56	Major Warrants	06/06/2011
	\$ 132,644.54	Payroll	05/13/2011
	\$ 82,668.04	Payroll Benefits	05/13/2011
	\$ 136,251.71	Payroll	05/27/2011
	\$ 143,298.23	Payroll Benefits	05/27/2011

Total **\$ 748,516.08**

Statement:

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to accuracy and availability of funds for payment thereof. Certified by Anita Agramonte, Finance Manager.



 this 1st day of June, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CHARLES ABBOTT ASSOCIATES, INC.	BUILDING PERMIT FEES 04/11	GENERAL FUND	BUILDING INSPECTION	6,771.98
	WQMP SERVICES 04/11	GENERAL FUND	BUILDING INSPECTION	655.50
	NPDES INSPECTIONS 12/10	GENERAL FUND	NPDES	800.00
	NPDES INSPECTIONS 04/11	GENERAL FUND	NPDES	2,378.00
	TOTAL:			10,605.48
COLANTUONO & LEVIN, PC	LOS AL MED CENTER 03/11	GENERAL FUND	NON-DEPARTMENTAL	276.00
	TRASH CONTRACT 03/11	GENERAL FUND	NON-DEPARTMENTAL	46.00
	TRASH CONTRACT 04/11	GENERAL FUND	NON-DEPARTMENTAL	6,109.31
	GENERAL COUNSEL 03/11	GENERAL FUND	CITY ATTORNEY	4,816.16
	GENERAL COUNSEL 03/11	GENERAL FUND	CITY ATTORNEY	4,392.00
	GENERAL COUNSEL 03/11	GENERAL FUND	CITY ATTORNEY	90.00
	GENERAL COUNSEL 03/11	GENERAL FUND	CITY ATTORNEY	115.00
	GENERAL COUNSEL 03/11	GENERAL FUND	CITY ATTORNEY	468.00
	GENERAL COUNSEL 03/11	GENERAL FUND	CITY ATTORNEY	46.00
	GENERAL COUNSEL 04/11	GENERAL FUND	CITY ATTORNEY	4,371.53
	GENERAL COUNSEL 04/11	GENERAL FUND	CITY ATTORNEY	3,942.00
	GENERAL COUNSEL 04/11	GENERAL FUND	CITY ATTORNEY	540.00
	GENERAL COUNSEL 04/11	GENERAL FUND	CITY ATTORNEY	32.50
	GENERAL COUNSEL 04/11	GENERAL FUND	CITY ATTORNEY	506.00
	GENERAL COUNSEL 04/11	GENERAL FUND	CITY ATTORNEY	2,829.00
TOTAL:			28,579.50	
DELL MARKETING L.P.	15 DELL DESKTOP COMPUTERS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	11,594.85
	TOTAL:			11,594.85
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGS/ST LIGHTS	GENERAL FUND	STREET MAINTENANCE	7,047.11
	SLO-PITCH FLD/LAUREL PRK	GENERAL FUND	PARK MAINTENANCE	579.06
	MCAULIFFE PARK	GENERAL FUND	PARK MAINTENANCE	638.03
	PUMP STATIONS	GENERAL FUND	BUILDING MAINTENANCE	254.41
	CITY HALL	GENERAL FUND	BUILDING MAINTENANCE	686.42
	POLICE STATION	GENERAL FUND	BUILDING MAINTENANCE	1,393.63
	COMMUNITY CENTER	GENERAL FUND	BUILDING MAINTENANCE	1,829.64
	TRAFFIC SIGS/ST LIGHTS	GAS TAX	STREET MAINTENANCE	7,047.11
	TOTAL:			19,475.41
	STATE OF CALIFORNIA	1/11-3/11 ELECTRIC	GENERAL FUND	AQUATICS
1/11-3/11 ESPC		GENERAL FUND	AQUATICS	129.75
1/11-3/11 GAS		GENERAL FUND	AQUATICS	20,335.28
1/11-3/11 WATER		GENERAL FUND	AQUATICS	4,392.80
1/11-3/11 SEWER		GENERAL FUND	AQUATICS	4,710.49
POOL REPAIRS & LOCKS		GENERAL FUND	AQUATICS	399.37
TOTAL:			39,157.57	
WILLDAN ENGINEERING	LOS AL MED CTR EIR	GENERAL FUND	NON-DEPARTMENTAL	5,940.00
	STAFF REPORTS	GENERAL FUND	CITY ENGINEER	20,188.00
	PLAN CHECKING	GENERAL FUND	CITY ENGINEER	9,215.00
	DOWNTOWN REVITALIZE	GENERAL FUND	CITY ENGINEER	25,867.00
	MED BLDG MAP PLAN CHECK	GENERAL FUND	CITY ENGINEER	1,980.00
	PEA SERVICES	GENERAL FUND	CITY ENGINEER	14,305.00
	KATELLA AVE.	GAS TAX	CAPITAL PROJECTS	5,130.00
	ALLEY IMPROVE - GAS TAX	GAS TAX	CAPITAL PROJECTS	6,460.00
	ALLEY RECONSTRUCTION	GAS TAX	CAPITAL PROJECTS	3,546.62
	ALLEY RECONSTRUCTION	RESIDENTIAL STREET	CAPITAL PROJECTS	3,546.63
	MUSEUM ROOF IMPROVE	BUILDING IMPROVEME	CAPITAL PROJECTS	1,235.00
	COMM & YOUTH CTR REHAB	BUILDING IMPROVEME	CAPITAL PROJECTS	475.00

ENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CARRIER ROW	MEASURE M	CAPITAL PROJECTS	380.00
	CERRITOS & HUMBOLT	MEASURE M	CAPITAL PROJECTS	380.00
	CERRITOS AVE/605 FRWY	MEASURE M	CAPITAL PROJECTS	380.00
	CORP. CTR DR/CALLE LEE	MEASURE M	CAPITAL PROJECTS	380.00
	CURB/GUTTER REPLACE	MEASURE M	CAPITAL PROJECTS	380.00
	ENERGY EFFICIENCY UPGRADE	EECBE GRANT	CAPITAL PROJECTS	3,420.00
	LAUREL PARK IMPROVE	PARK DEVELOPMENT	CAPITAL PROJECTS	3,610.00
	COYOTE CREEK IMPROVE	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	7,220.00
	CONCRETE REPAIRS	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	380.00
	KATELLA AVE. MEDIANS	TRAFFIC IMPROVEMEN	CAPITAL PROJECTS	760.00
			TOTAL:	<u>115,178.25</u>
WITHERS & SANDGREN LTD.	LNDSCPE ARCHTCTRL SVCS	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	6,500.00
	LNDSCPE ARCHTCTRL SVCS	RIVERS/MTNS. CONSE	CAPITAL PROJECTS	22,562.50
			TOTAL:	<u>29,062.50</u>

===== FUND TOTALS =====

10	GENERAL FUND	168,265.85
20	GAS TAX	22,183.73
24	RESIDENTIAL STREET/ALLEYS	3,546.63
25	BUILDING IMPROVEMENT	1,710.00
26	MEASURE M	1,900.00
30	EECBE GRANT	3,420.00
40	PARK DEVELOPMENT	3,610.00
41	RIVERS/MTNS. CONSERVANCY	36,282.50
44	TRAFFIC IMPROVEMENT	1,140.00
53	TECHNOLOGY REPLACEMENT	11,594.85
----- GRAND TOTAL: -----		253,653.56

**MINUTES OF THE CITY COUNCIL
OF THE CITY OF LOS ALAMITOS**

REGULAR MEETING – May 16, 2011

ITEM NO. 8A

THESE MINUTES ISSUED FOR
INFORMATION ONLY AND ARE
SUBJECT TO AMENDMENT AND
APPROVAL AT THE NEXT
MEETING

1. CALL TO ORDER

The City Council met in Regular Session at 7:06 p.m., Monday, May 16, 2011 in the Council Chambers, 3191 Katella Avenue, Mayor Stephens presiding.

2. ROLL CALL

Present: Council Members: Graham-Mejia, Kusumoto, Poe
Mayor Pro Tem Edgar, Mayor Stephens

Absent: Council Members: None

Present: Staff: Jeffrey L. Stewart, City Manager
Sandra Levin, City Attorney
Anita Agramonte, Finance Manager
Angie Avery, Community Services Director
Dave Hunt, City Engineer
Adria M. Jimenez, City Clerk
Todd Mattern, Police Chief
Steven Mendoza, Community Development Dir.

3. PLEDGE OF ALLEGIANCE

Mayor Stephens led the Pledge of Allegiance.

4. INVOCATION

Council Member Kusumoto gave the Invocation.

5. PRESENTATIONS

A. National Public Works Week – May 15 – 21, 2011

The City Council presented Tony Brandyberry, Public Works Superintendent, with a proclamation in recognition of National Public Works Week. Pictures with Council followed.

B. In Recognition of the 50th Anniversary of Frieda's Incorporated

Mayor Stephens presented Frieda Caplan, Karen Caplan, and Jackie Caplan-Wiggins, with a proclamation in recognition of Frieda's Inc., 50th Anniversary. Pictures with Council followed.

6. ORAL COMMUNICATIONS

J.M. Ivler, resident, thanked Council Member Kusumoto for taking his comments regarding the Invocation into consideration.

Judy Klabouch, Chamber of Commerce, commented on the dismal of two of the three claims on the trash lawsuit against the City; provided information on the Chamber of Commerce's Night of Appreciation Dinner; and, also provided information on the Chamber's Annual Golf Tournament.

Alice Jempsa, resident, commented on the recognition of Frieda's Incorporated 50th Anniversary, and advised the Los Alamitos Museum will be inducting new residents into the Hall of Fame on Sunday. Ms. Jempsa provided details on the event.

Cathie Salai, resident, provided information on the 10th Annual Republican Women's Scholarship Fundraiser Tea at El Dorado Park. Ms. Salai expressed her disappointed on the recently approved City employee MOU.

7. REGISTER OF MAJOR EXPENDITURES

May 16, 2011.

Motion/Second: Edgar/Poe

Unanimously carried: The City Council approved the Register of Major Expenditures for May 16, 2011, in the amount of \$342,121.03.

Roll Call Vote

Council Member Graham-Mejia	Aye
Council Member Kusumoto	Aye
Council Member Poe	Aye
Mayor Pro Tem Edgar	Aye
Mayor Stephens	Aye

8. CONSENT CALENDAR

All Consent Calendar items may be acted upon by one motion unless a Council Member requests separate action on a specific item.

Council Member Kusumoto pulled Consent Calendar Item #8A2; Council Member Poe pulled Consent Calendar Item #8D.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council approved the following Consent Calendar Items:

*****CONSENT CALENDAR*****

A. Approval of Minutes

1. Approved Minutes of the Regular Meeting – April 4, 2011.
3. Approved Minutes of the Regular Meeting – May 2, 2011.

B. Warrants

May 16, 2011.

C. Activities Guide Brochure Printing Contract

This agenda item is a contract for the printing of the Recreation and Community Services Activities Guide.

Authorized the City Manager to execute one-year contract with two one-year optional extensions in an amount not to exceed \$14,400 in the first year with Weber Printing Company, Inc. to provide the printing of the Recreation and Community Services Activities Guide.

*****END OF CONSENT CALENDAR*****

A. Approval of Minutes

2. Approve Minutes of the Regular Meeting – April 18, 2011.

Council Member Kusumoto referred to page 3, Item #8C, and requested information be deleted to reflect the Council's policy of action minutes.

City Clerk Jimenez stated she would delete the information per his request.

Council Member Graham-Mejia stated she is voting "No" until the Minutes are returned to their previous summary format.

Motion/Second: Kusumoto/Edgar

Carried 4/1: (Graham-Mejia "No") Approved the Minutes of the Regular Meeting – April 18, 2011.

D. Consideration of Professional Service Agreement for Charles Abbott Associates for NPDES Related Services

In April 2011, staff solicited proposals from qualified firms to provide expanded National Pollutant Discharge Elimination System (NPDES) compliance services that would augment City staff in providing the expertise needed to meet program requirements.

Steven Mendoza, Community Development Director, summarized the staff report for City Council and answered questions.

Kimberly Colbert of Charles Abbott Associates answered questions from the City Council.

Motion/Second: Poe/Edgar

Failed 0/5: (Graham-Mejia, Kusumoto, Poe, Edgar, Stephens "No")

Recommendation: Authorize the City Manager to approve a Professional Services Agreement with Charles Abbott Associates for NPDES related services for a term of two years, in the amount of \$61,092 annually.

9. DISCUSSION ITEMS

A. Reorganization of Administrative Services Department, Elimination of Administrative Services Director and Finance Manager Positions and Creation of Finance Director Position

The Administrative Services Director position has been vacant since April 2010. In August 2010, the City hired the current Finance Manager. Since that time, the Administrative Services Department has been functioning with two full-time employees, a part-time employee and occasional assistance from contract employees. Rather than simply fill the vacant positions, staff has evaluated the functions of the Administrative Services Department and is recommending a reorganization of the Department, which features the elimination of the Administrative Services Director position and Finance Manager position and the creation of a Finance Director position. The projected annual savings of the recommended reorganization is approximately \$75,000 annually.

Jeffrey L. Stewart, City Manager, summarized the staff report and answered questions from City Council.

Motion/Second: Edgar/Poe

Unanimously Carried: 1) Approved Resolution No. 2011-08 creating the position of Finance Director and establishing a salary range for the position; and, 2) Eliminated the positions of Administrative Services Director and Finance Manager.

**10. MAYOR AND COUNCIL INITIATED BUSINESS
Council Announcements**

Mayor Pro Tem Edgar reported on his attendance at two Orange County Sanitation District Board Meetings; advised he spoke to the Rivers and Mountains Conservancy Board regarding the City's acceptance of the additional \$100,000 for the project. Mayor Pro Tem Edgar stated he attended an Eagle Scout Ceremony for Russ Mellen and Russell Nighswonger and congratulated them on their accomplishments. Mayor Pro Tem Edgar reported on his attendance at the League Dinner and advised the AOCC-OC Bylaws were approved as well as the pension reform guidelines; commented on the Thursday evening food truck events and stated he has been receiving calls from businesses asking if the food truck owners are required to pay permit and license fees. Mayor Pro Tem Edgar thanked City Clerk Jimenez for inviting him to attend and give the welcome at the OC City Clerks Networking Group Meeting.

City Manager Stewart advised the participating food trucks are required to purchase business licenses and they have been doing so. City Manager Stewart stated staff is working with the insurance authority to confirm proper insurance coverage is obtained.

Mayor Stephens reported on his attendance at the Orange County Fire Authority's CIP Ad-hoc subcommittee meeting and on the OCFA's Budget and Finance Committee Meeting; stated he also attended the Eagle Scout Ceremony for Russ Mellen and Russell Nighswonger and complimented the parents and Scout Masters for their hard work too; and, thanked Angie Avery, Community Services Director, for her work in achieving an almost cost-neutral department.

Council Member Graham-Mejia commented on the recent car burglaries and asked Chief Mattern to provide safety tips for residents. Ms. Graham-Mejia advised she attended a SCAG meeting in La Quinta and received an award on behalf of the City for participating in the SCAG Compass Blueprint project; she commented on the new ordinance adopted and stated that if the public is not allowed to address certain Council Members, that it be followed equally; she apologized to Ms. Salai for not contacting her and stated she does not believe she was at the last meeting and does not believe she voted and noted she has always wanted to save money for residents and businesses.

Chief Mattern reviewed best-practices, safety precautions, and anti-theft devices for the public.

Council Member Kusumoto thanked the Mayor for the honor and privilege of presenting Colonel Grimm with a Certificate of Appreciation at his retirement ceremony. Council Member Kusumoto requested the Finance Department provide monthly expenditure reports by category for assistance with tracking the City's budget.

Council Member Poe stated Starbucks has agreed to donate 10% of drink sales to St. Isidore's Plaza on Thursday evenings when the food trucks are at US Bank. Council Member Poe also stated St. Isidore's is looking into the possibility of opening a beer garden for additional income and Ms. Diaz is working on obtaining the required insurance and licensing. Council Member Poe stated she hopes this event grows through the summer and possibly develop into a Farmer's Market. Council Member Poe reported on the contractor's outreach meeting coordinated by the City and asked Steven Mendoza, Community Development Director, to provide information that came out of the meeting. Council Member Poe advised she is attending the WestComm Meeting on Tuesday in which they will be discussing and voting on the budget.

Steven Mendoza, Community Development Director, advised that staff and the contractor in attendance discussed the possibility of having preapproved "stock" plans for apartments that have already been approved by the Planning Commission, in an effort to reduce fees for plan checking.

Mayor Stephens asked City Clerk Jimenez to provide information on the Orange County City Clerk's Meeting held in Los Alamitos.

City Clerk Jimenez provided a brief update on the recent Orange County Clerks Networking Meeting hosted in Los Alamitos.

11. ITEMS FROM THE CITY MANAGER

City Manager Stewart provided an update on the West Valley Connector Project and noted the information is available on the City's website.

12. CLOSED SESSION/RECESS

City Attorney Levin provided an update on the recent court decision in the litigation of the trash contract against the City.

Mayor Stephens recessed the City Council Meeting to go into Closed Session pursuant to the agenda.

A. Conference with Legal Counsel

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

Existing Litigation (G.C. 54956.9(a))
AT&T Mobility Wireless Data Services Tax Litigation, Northern District of Illinois
Case No. 1:10-CV-2278 and

Anticipated Litigation (G.C. 54956.9b(3)(C))
Receipt of Claim pursuant to Tort Claims Act from New Cingular Wireless PCS LLC threatening litigation (copy available for public inspection in City Clerk's Office). A point has been reached where, in the opinion of the City Council on the advice of its legal counsel, based on the below-described existing facts and circumstances, there is a significant exposure to litigation against the City Council.

B. Conference with Legal Counsel – Existing Litigation

The City Council finds, based on advice from legal counsel, that discussion in open session will prejudice the position of the local agency in the litigation.

Name of Case: City of Los Alamitos vs. Citizens for a Fair Trash Contract
Case Number: Orange County Superior Court Case #00420414
Authority: Government Code Section 54956.9(a)

13. RECONVENE/ADJOURNMENT

Mayor Stephens reconvened the City Council Meeting at 10:32 p.m., and advised there is no reportable action. Mayor Stephens immediately adjourned the City Council Meeting.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC
City Clerk

CITY OF LOS ALAMITOS
A/P Warrants
June 6, 2011

Pages:

01-06	\$ 68,775.40	A/P Warrants	06/06/2011
	\$ 2,039.04	Retiree Benefits	06/01/2011

Total **\$ 70,814.44**

Statement:

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to accuracy and availability of funds for payment thereof. Certified by Anita Agramonte, Finance Manager.



this 1st day of June, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	REPAIR LIGHT BAR	GARAGE FUND	GARAGE	622.88
			TOTAL:	622.88
ABC POOLS	POOL SAFETY EQUIPMENT	GENERAL FUND	AQUATICS	65.71
			TOTAL:	65.71
ADVANTAGE INC.	PRINTING SERVICES	GENERAL FUND	RECREATION ADMINISTRAT	3,480.35
			TOTAL:	3,480.35
AKAL CONSULTANTS	FED AID REHAB PROJECT RPT	GAS TAX	CAPITAL PROJECTS	6,500.00
			TOTAL:	6,500.00
ALAMITOS AUTO PARTS	OIL FILTER & ADHESIVE	GARAGE FUND	GARAGE	8.38
			TOTAL:	8.38
ALL AMERICAN OFFICIALS	SERVICES 2/18 TO 4/21	GENERAL FUND	SPECIAL CLASSES	300.00
			TOTAL:	300.00
AMERICAN RED CROSS	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	419.88
			TOTAL:	419.88
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	75.00
			TOTAL:	325.00
BARBARA BANNERMAN	INSTRUCTOR - YOGA	GENERAL FUND	SPECIAL CLASSES	809.25
			TOTAL:	809.25
BENESYST	FLEX ADMIN SERVICES 06/11	GENERAL FUND	ADMINISTRATIVE SERVICE	159.68
			TOTAL:	159.68
BARBARA BROWN	REIMBURSE SUPPLIES	GENERAL FUND	SPECIAL CLASSES	117.87
	REIMBURSE SUPPLIES	GENERAL FUND	SPECIAL CLASSES	157.85
			TOTAL:	275.72
BUSINESS PRODUCTS DISTRIBUTORS	KLEENEX	GENERAL FUND	CITY MANAGER	8.19
	KLEENEX	GENERAL FUND	ADMINISTRATIVE SERVICE	8.25
	KLEENEX	GENERAL FUND	ADMINISTRATIVE SERVICE	8.25
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	182.72
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	12.39
	OFFICE SUPPLIES	GENERAL FUND	RECREATION ADMINISTRAT	73.06
			TOTAL:	292.86
C.A. WEB DESIGN, INC.	WEBSITE SERVICES	GENERAL FUND	RECREATION ADMINISTRAT	55.00
			TOTAL:	55.00
CAMERON WELDING	WELDING GAS	GARAGE FUND	GARAGE	49.52
	WELDING GAS	GARAGE FUND	GARAGE	96.34
			TOTAL:	145.86
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS 04/11	GENERAL FUND	NON-DEPARTMENTAL	1,772.50
			TOTAL:	1,772.50
DAPEER, ROSENBLIT & LITVAK, LLP	MUNI CODE ENFORCE 04/11	GENERAL FUND	NEIGHBORHOOD PRESERVAT	485.78
			TOTAL:	485.78

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
DECKSIDE POOL SERVICE	POOL REPAIRS	GENERAL FUND	AQUATICS	939.15	
	POOL MAINTENANCE	GENERAL FUND	AQUATICS	1,290.00	
	POOL REPAIRS	GENERAL FUND	AQUATICS	210.00	
	TOTAL:			2,439.15	
DOG DEALERS, INC.	INSTRUCTOR - DOG OBEDIENCE	GENERAL FUND	SPECIAL CLASSES	362.60	
			TOTAL:	362.60	
DOOLEY ENTERPRISES, INC.	AMMUNITION	GENERAL FUND	PATROL	489.38	
			TOTAL:	489.38	
EMPLOYMENT DEVELOPMENT DEPT.	UI 10/1/10-3/31/11	GENERAL FUND	COMMUNITY DEVEL ADMIN	5,529.00	
	UI 10/1/10-3/31/11	GENERAL FUND	RECREATION ADMINISTRAT	713.00	
	UI 10/1/10-12/31/10	GENERAL FUND	RECREATION ADMINISTRAT	3,172.34	
	UI 1/1/11-3/31/11	GENERAL FUND	AQUATICS	12.00	
	TOTAL:			3,081.66	
ENTENMANN-ROVIN COMPANY	EMPLOYEE SERVICE PINS	GENERAL FUND	CITY COUNCIL	1,130.71	
			TOTAL:	1,130.71	
ENVIROSERV	WASTE REMOVAL	GARAGE FUND	GARAGE	120.00	
			TOTAL:	120.00	
FAIRA ESPOSITO	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	243.75	
			TOTAL:	243.75	
FEDEX	SHIPPING	GENERAL FUND	CITY COUNCIL	49.16	
			GENERAL FUND	INVESTIGATION	90.94
			TOTAL:	140.10	
GANAHL LUMBER COMPANY	PARTICULATE RESPIRATORS	GENERAL FUND	PARK MAINTENANCE	84.79	
	BALLASTS & SHOE COVERS	GENERAL FUND	BUILDING MAINTENANCE	34.56	
	RAGS & PAINT THINNER	GENERAL FUND	BUILDING MAINTENANCE	21.62	
	PAINT	GENERAL FUND	BUILDING MAINTENANCE	105.97	
	SCREEN	GENERAL FUND	BUILDING MAINTENANCE	9.56	
	BALLASTS	GENERAL FUND	BUILDING MAINTENANCE	54.35	
	SLO-PITCH SUPPLIES	GENERAL FUND	SPECIAL CLASSES	126.37	
	PAINT	BUILDING IMPROVEME	CAPITAL PROJECTS	32.57	
	TOTAL:			469.79	
	GOLDEN STATE WATER COMPANY	BILL CYCLE 4/06-5/06	GENERAL FUND	STREET MAINTENANCE	1,503.63
BILL CYCLE 4/06-5/06		GENERAL FUND	PARK MAINTENANCE	317.62	
BILL CYCLE 4/06-5/06		GENERAL FUND	BUILDING MAINTENANCE	685.92	
TOTAL:				2,507.17	
FRANCES GREENSPAN	INSTRUCTOR - EBAY CLASS	GENERAL FUND	SPECIAL CLASSES	80.60	
			TOTAL:	80.60	
HARTZOG & CRABILL, INC.	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	720.00	
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	942.50	
	TRAFFIC STUDY	MEASURE M	CAPITAL PROJECTS	6,150.00	
	TRAFFIC STUDY	MEASURE M	CAPITAL PROJECTS	1,025.00	
	TOTAL:			8,837.50	
HEART TO HEART CPR	INSTRUCTOR - SUPERSITTERS	GENERAL FUND	SPECIAL CLASSES	252.00	
			TOTAL:	252.00	

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
HI-WAY SAFETY INC.	STREET SIGNS	GENERAL FUND	STREET MAINTENANCE	283.51
			TOTAL:	283.51
HINDERLITER, DE LLAMAS & ASSOCIATES	SALES TAX 2Q 2011	GENERAL FUND	ADMINISTRATIVE SERVICE	1,138.95
			TOTAL:	1,138.95
HYDRO-SCAPE PRODUCTS, INC.	FERTILIZER SPREADER	GENERAL FUND	PARK MAINTENANCE	157.41
			TOTAL:	157.41
INTELLIBRIDGE PARTNERS, LLC	ACCOUNTING ASSISTANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	522.50
	ACCOUNTING ASSISTANCE	GENERAL FUND	ADMINISTRATIVE SERVICE	770.00
			TOTAL:	1,292.50
JDS TANK TESTING & REPAIR	DESIGNATED OPERATOR 05/11	GARAGE FUND	GARAGE	145.00
			TOTAL:	145.00
ADRIA M. JIMENEZ	MILEAGE REIMBURSEMENT	GENERAL FUND	CITY MANAGER	5.20
	NOTARY PHOTOS	GENERAL FUND	CITY MANAGER	14.00
	NOTARY EXAM FEE	GENERAL FUND	CITY MANAGER	40.00
			TOTAL:	59.20
JUDICIAL DATA SYSTEMS CORPORATION	CITATIONS 04/11	GENERAL FUND	TRAFFIC	404.40
			TOTAL:	404.40
K&S AIR CONDITIONING, INC.	A/C REPAIR	GENERAL FUND	BUILDING MAINTENANCE	441.82
			TOTAL:	441.82
KONICA MINOLTA BUSINESS SOLUTIONS	COLOR COPIES - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	148.77
	COPIER LEASE - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	274.10
	B&W COPIES - COMPLEX II	GENERAL FUND	ADMINISTRATIVE SERVICE	45.34
	COPIER LEASE - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	398.88
	B&W COPIES - CITY HALL	GENERAL FUND	ADMINISTRATIVE SERVICE	103.39
	COPIER LEASE 04/11	GENERAL FUND	POLICE ADMINISTRATION	302.00
			TOTAL:	1,272.48
KREUZER CONSULTING GROUP	PAVEMENT MANAGEMENT	MEASURE M	CAPITAL PROJECTS	7,957.50
			TOTAL:	7,957.50
KUSTOM IMPRINTS	DAY CAMP T-SHIRTS	GENERAL FUND	SPECIAL CLASSES	1,078.53
			TOTAL:	1,078.53
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	39.00
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	87.75
			TOTAL:	126.75
LONG BEACH SOCCER REFEREE ASSOCIATION	ASSIGNING SERVICES 04/11	GENERAL FUND	SPECIAL CLASSES	103.50
			TOTAL:	103.50
LOS ALAMITOS ORTHOPEDIC	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	44.80
			TOTAL:	44.80
MAR-CO EQUIPMENT COMPANY	FLOOR MACHINE PARTS	GARAGE FUND	GARAGE	574.44
	FLOOR MACHINE PARTS	GARAGE FUND	GARAGE	281.29
			TOTAL:	855.73
MAXIMUS FINANCIAL SERVICES, INC.	SB-90 CONSULTANT	GENERAL FUND	ADMINISTRATIVE SERVICE	1,000.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	1,000.00
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	ADMINISTRATIVE SERVICE	550.00
			TOTAL:	550.00
MISC. VENDOR	REFUND - FIELD PERMIT	GENERAL FUND	NON-DEPARTMENTAL	133.00
	REFUND - FIELD PERMIT	GENERAL FUND	NON-DEPARTMENTAL	17.00
	REFUND - SHELTER PERMIT	GENERAL FUND	NON-DEPARTMENTAL	20.00
	REFUND - SOCCER	GENERAL FUND	NON-DEPARTMENTAL	525.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	150.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	100.00
	REFUND - SECURITY DEPOSIT	GENERAL FUND	NON-DEPARTMENTAL	25.00
	REFUND - FIELD PERMIT	GENERAL FUND	NON-DEPARTMENTAL	25.00
	REFUND - SWIM LESSONS	GENERAL FUND	NON-DEPARTMENTAL	53.00
	ANNUAL CHIEF'S DUES	GENERAL FUND	POLICE ADMINISTRATION	125.00
	REFUND - DAY CAMP	GENERAL FUND	SPECIAL CLASSES	30.00
			TOTAL:	1,203.00
PRISCILLA MONSERRATE-SANDERS	INSTRUCTOR - TODDLER	GENERAL FUND	SPECIAL CLASSES	409.50
			TOTAL:	409.50
LYNDA MOORE	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	231.00
	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	726.00
			TOTAL:	957.00
MWR	POOL INTERNET 5/25-6/25	GENERAL FUND	AQUATICS	143.30
			TOTAL:	143.30
NEWPORT EXTERMINATING	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	395.00
			TOTAL:	395.00
NEWS ENTERPRISE	BID NOTICE AD	PARK DEVELOPMENT	CAPITAL PROJECTS	416.50
			TOTAL:	416.50
JANINE NILSSON	INSTRUCTOR - SPECIAL NEEDS	GENERAL FUND	SPECIAL CLASSES	37.60
			TOTAL:	37.60
ORANGE COUNTY HEALTH CARE AGENCY	INSPECT TRANSFER STATIONS	GENERAL FUND	STREET MAINTENANCE	171.00
			TOTAL:	171.00
PAK WEST PAPER & PACKAGING	JANITORIAL SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	1,588.40
			TOTAL:	1,588.40
HELEN PARES	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	232.05
			TOTAL:	232.05
PHILLIPS STEEL COMPANY	STEEL	GARAGE FUND	GARAGE	10.38
			TOTAL:	10.38
PRINTWORKS 21	POLICE FORMS	GENERAL FUND	PATROL	548.01
			TOTAL:	548.01
QUARTERMASTER	UNIFORMS	GENERAL FUND	PATROL	248.87
	UNIFORMS	GENERAL FUND	PATROL	119.55
			TOTAL:	368.42

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
R.H.F. INC.	ULTRA LYTE TUNE-UP	GENERAL FUND	TRAFFIC	139.15
			TOTAL:	139.15
TOM RASO	TUITION REIMBURSEMENT	GENERAL FUND	PATROL	525.00
			TOTAL:	525.00
REDFLEX TRAFFIC SYSTEMS, INC.	APR 11 AT&T INTERSECT COMM	GENERAL FUND	TRAFFIC	65.00
			TOTAL:	65.00
RICOH AMERICAS CORP	COPIER LEASE 04/11	GENERAL FUND	RECREATION ADMINISTRAT	565.50
	COPIER LEASE 05/11	GENERAL FUND	RECREATION ADMINISTRAT	565.50
			TOTAL:	1,131.00
THE RINKS WESTMINSTER ICE	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	43.40
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	21.70
	INSTRUCTOR - ICE SKATING	GENERAL FUND	SPECIAL CLASSES	43.40
			TOTAL:	108.50
REINA RIVERA	INSTRUCTOR - DANCE	GENERAL FUND	SPECIAL CLASSES	491.40
			TOTAL:	491.40
ROSSMOOR CARWASH	CAR WASHES - P/D	GARAGE FUND	GARAGE	193.99
	CAR WASHES - REC	GARAGE FUND	GARAGE	10.00
	CAR WASHES - C/D	GARAGE FUND	GARAGE	18.00
			TOTAL:	221.99
SCMAF OC	YOUTH TRACK & FIELD MEET	GENERAL FUND	SPECIAL CLASSES	130.00
			TOTAL:	130.00
SKETCHCOP SOLUTIONS	COMPOSITE SKETCH	GENERAL FUND	INVESTIGATION	300.00
			TOTAL:	300.00
SMART & FINAL	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	121.91
			TOTAL:	121.91
SO CAL SANITATION LLC	RESTROOM SERVICES	GENERAL FUND	RECREATION ADMINISTRAT	85.45
			TOTAL:	85.45
SOUTH COAST SUPPLY & GARDEN DAZE	CONCRETE	GENERAL FUND	PARK MAINTENANCE	13.66
	CONCRETE	GENERAL FUND	PARK MAINTENANCE	20.14
			TOTAL:	33.80
SPORT SUPPLY GROUP, INC.	SLO-PITCH SUPPLIES	GENERAL FUND	SPECIAL CLASSES	937.13
			TOTAL:	937.13
STATE OF CALIFORNIA DEPARTMENT OF JUST	FINGERPRINT NEW INSTRUCTOR	GENERAL FUND	ADMINISTRATIVE SERVICE	32.00
	FINGERPRINT NEW STAFF	GENERAL FUND	ADMINISTRATIVE SERVICE	64.00
			TOTAL:	96.00
SY NURSERY	FLOWERS	GENERAL FUND	BUILDING MAINTENANCE	69.14
			TOTAL:	69.14
TIME WARNER CABLE	ADMIN CABLE SERVICE 05/11	GENERAL FUND	CITY MANAGER	164.96
			TOTAL:	164.96
USA MOBILITY WIRELESS, INC.	PAGER FEES 05/11	GENERAL FUND	PUBLIC WORKS ADMIN	20.40

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	20.40
VERIZON CALIFORNIA, INC.	ADMIN - FAX	GENERAL FUND	ADMINISTRATIVE SERVICE	43.76
	POLICE DEPT/RELAY LINE	GENERAL FUND	COMMUNICATIONS TECHNOL	79.39
	TELECOMMUNICATIONS	GENERAL FUND	COMMUNICATIONS TECHNOL	784.84
	POLICE ALARMS	GENERAL FUND	COMMUNICATIONS TECHNOL	113.38
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	38.67
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	73.80
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	39.12
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	36.89
	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	36.89
	PARK & REC - FAX	GENERAL FUND	RECREATION ADMINISTRAT	42.73
			TOTAL:	1,289.47
VICTORY LOCK AND KEY	RE-KEY & REPAIR LOCK	GENERAL FUND	EMERGENCY PREPAREDNESS	397.52
			TOTAL:	397.52
KENNY WAGNER	INSTRUCTOR - COMPUTER	GENERAL FUND	SPECIAL CLASSES	42.90
			TOTAL:	42.90
CHRISTINA J. WANTLAND	INSTRUCTOR - ETIQUETTE	GENERAL FUND	SPECIAL CLASSES	108.00
			TOTAL:	108.00
WEST COAST ARBORISTS, INC.	TREE MAINTENANCE	GENERAL FUND	PARK MAINTENANCE	492.00
			TOTAL:	492.00
WEST COAST TENNIS SERVICES	INSTRUCTOR - TENNIS	GENERAL FUND	SPECIAL CLASSES	849.68
			TOTAL:	849.68
POLLY WOMACK	INSTRUCTOR - NEEDLECRAFTS	GENERAL FUND	SPECIAL CLASSES	344.50
			TOTAL:	344.50
ZEROREZ IRVINE	CARPET CLEANING	BUILDING IMPROVEME	CAPITAL PROJECTS	1,345.00
			TOTAL:	1,345.00

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===== FUND TOTALS =====
10  GENERAL FUND          43,218.61
20  GAS TAX                6,500.00
25  BUILDING IMPROVEMENT   1,377.57
26  MEASURE M             15,132.50
40  PARK DEVELOPMENT       416.50
50  GARAGE FUND            2,130.22
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GRAND TOTAL:              68,775.40
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City of Los Alamitos

Agenda Report Consent Calendar

June 6, 2011
Item No: 8C

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Angie Avery, Director of Recreation and Community Services
Subject: Pool Service and Maintenance Contract

Summary: This agenda item is a contract for service and maintenance of the pool.

Recommendation:

Authorize the City Manager to execute a contract for with Decksides Pool Service for service and maintenance at the pool. This contract is for the first optional extension year of a one-year contract with two optional one-year extensions. The contract originated in FY 2010-2011. The contract is not to exceed \$20,000 annually.

Background

The pool at the Joint Forces Training Base needs to be continually serviced and maintained by a professional pool maintenance company in order to accommodate 200,000 patrons on an annual basis. The pool must remain clear, clean and healthy at all times under the City's contract with the Joint Forces Training Base for operation and maintenance of the facility. Last year Decksides Pool Service was awarded the one-year contract with two one-year optional extensions because they were the lowest qualified bidder by more than 50%, saving the City approximately \$20,000 per year (compared to the next lowest bidder). This agenda item seeks approval to enter into the first optional extension year of an original one-year contract with two optional one-year extensions with Decksides Pool Service, a professional pool services and maintenance company.

Discussion

For the nearly three years, Decksides Pool Service has serviced and maintained the USA Water Polo National Training Center. Decksides has consistently maintained the pool to the highest level. The last three bid processes have clearly demonstrated that they are a company who takes pride in having the City of Los Alamitos as a client.

Decksides Pool Service will be required to perform the following five days per week, 52 weeks of the year:

1. Vacuum and brush to remove debris, clean pool and eliminate dirt, scum, scale,

- calcium, algae and other harmful deposits weekly
2. Vacuum, brush, scrape, wipe, wash, and clean black lines from the pool deck or inside the water to eliminate scale, dirt, scum, calcium, algae and other harmful deposits monthly
3. Scrape, brush and clean expansion joints to eliminate algae, dirt, scum, scale, calcium and other harmful deposits monthly
4. Maintain a daily log of all work done at the pool, to be kept in the pump room for City personnel and maintenance personnel to view
5. Monitor and maintain correct water levels in pool daily
6. Monitor and maintain pool temperature daily
7. Monitor Chemtrol system and test water to confirm proper water balance, pH, chlorine (free and total), total alkalinity, calcium hardness, conditioner levels, and total dissolved solids daily
8. Clean Chemtrol leads as needed or at least twice per year
9. Inspect all equipment for leaks, clogs and other malfunctions daily
10. Provide a schedule to City personnel of monthly, quarterly, annually, etc. maintenance needs to maintain equipment and keep the chemical room and pool safe for all patrons and employees, including, but is not limited to pool pump, acid pump, chlorine pump, all associated chemical lines, etc.
11. Maintain pool chemicals and water quality in accordance with Orange County Health Care Agency standards, adding additional chemicals as necessary
12. Backwash and clean filters as needed
13. Clean pump strainer and gutter gratings weekly or as needed
14. Maintain equipment room and chemical room in clean condition and remove and dispose of all chemical related garbage off site, in compliance with the Orange County Health Care Agency and Joint Forces Training Base standards daily
15. Inspect safety signs and safety equipment daily
16. Always end the daily service ensuring to properly close and lock doors and gates
17. Provide advice, insight and knowledge to upgrade, replace and/or repair pool equipment
18. Repair/replace pool equipment as necessary with staff approval

It is recommended that the contract for service and maintenance of the pool be continued with Decksides Pool Service, the firm that currently services and maintains the pool. Decksides Pool Service has been servicing and maintaining the pool for three years at the same monthly rate with no cost increase.

Fiscal Impact

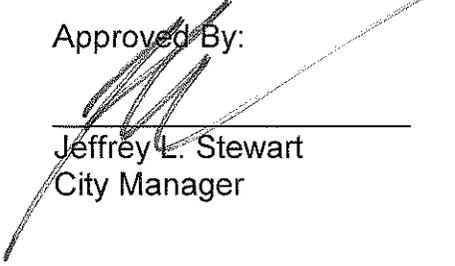
The cost of maintenance of the pool will continue to be \$1,290 per month for five days of cleaning per week, not to exceed \$20,000 annually. Funds for the service and maintenance of the pool will come from the Aquatics section of the Recreation and Community Services Department Fund, Pool Maintenance Budget (account 10-552-5282) in the FY 2011-12 Budget.

Submitted By:



Angie Avery
Director of Recreation and Community Services

Approved By:



Jeffrey L. Stewart
City Manager

Attachments: 1) Contract with Decksider Pool Service

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Decksider Pool Service)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and Decksider Pool Service a corporation ("Contractor").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: service and maintenance the USA Water Polo National Training Center swimming pool located at the Joint Forces Training Base.
- 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.

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 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 fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2011.
- 3.4 "Expiration Date": June 30, 2012.

4. TERM

The term of this Agreement shall commence at 12:00 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. One additional optional one-year contract extension may follow with a Commencement Date of July 1, 2012 and Expiration Date of June 30, 2013, with the same contract terms and agreements if both City and Contractor are in agreement.

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 fifteen thousand five hundred Dollars (\$15,500) unless specifically approved in advance and in writing by City.
- 5.2 Contractor shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 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.*).
- 5.4 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.
- 5.5 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. Fred Ross 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.
- 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. City shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

- 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.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

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, 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 as 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 fees 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 act 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 here 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 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 are determined to be applicable 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 One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent Contractors, personal injury, underground hazard, and explosion and collapse hazard where applicable.
 - 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
 - 11.1.3 Worker's Compensation insurance 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 One Million Dollars (\$1,000,000).
- 11.2 Contractor shall require each of its subcontractors to maintain insurance coverage that meets 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 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 aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).
- 11.6 Contractor shall provide proof 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. Such proof will be furnished 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 an endorsement 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 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 in the amount of the deductible or self-insured retention to guarantee 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 Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Contractor:

Fred Ross
Decksider Pool Service
1547 West Struck, Unit E
Orange, CA 92867
Telephone: (949) 858-0686
Facsimile: (949) 713-7624

With courtesy copy to:

Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

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 thirty 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 thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the 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 form 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 herein contained 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 herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.
- 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 shall be 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 of 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 reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Contractor hereby consents to jurisdiction in Los Angeles 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 be 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.

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”
Deckside Pool Service

By _____
Jeffrey L. Stewart, City Manager

By:  _____
Fred Ross, Owner

Date: _____

Date: 6/1/11 _____

Attest:

By _____
Adria Jimenez, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Contractor will perform five (5) pool maintenance service visits per week for fifty-two (52) weeks of the year, at the direction of the Director of Recreation and Community Services and/or her designee.

Contractor will use best efforts to provide maintenance services on the days required by the City. Due to special events at the pool, the days for pool maintenance may fluctuate from week to week. Contractor will provide the monthly schedule if events in order to provide the best service possible around the events taking place at the pool.

Contractor will perform the following pool maintenance services:

1. Vacuum and brush to clean pool and eliminate dirt, scum, scale, calcium, algae and other harmful deposits weekly
2. Vacuum, brush, scrape, wipe, wash, and clean black lines from the pool deck or inside the water to eliminate scale, dirt, scum, calcium, algae and other harmful deposits monthly
3. Scrape, brush and clean expansion joints to eliminate algae, dirt, scum, scale, calcium and other harmful deposits monthly
4. Maintain a daily log of all work done at the pool, to be kept in the pump room for City personnel and Decksider personnel to view
5. Monitor and maintain correct water levels in pool
6. Monitor and maintain pool temperature
7. Monitor Chemtrol system and test water to confirm proper water balance, pH, chlorine (free and total), total alkalinity, calcium hardness, conditioner levels, and total dissolved solids
8. Clean Chemtrol leads as needed or at least twice per year
9. Provide a schedule to City personnel of monthly, quarterly, annually, etc. maintenance needs to maintain equipment and keep the chemical room and pool safe for all patrons and employees, including, but is not limited to pool pump, acid pump, chlorine pump, all associated chemical lines, etc.
10. Maintain pool chemicals and water quality in accordance with Orange County Health Care Agency standards, adding additional chemicals as necessary
11. Backwash and clean filters as needed
12. Clean pump strainer and gutter gratings
13. Maintain equipment room and chemical room in clean condition and remove all chemical related garbage, in compliance with the Orange County Health Care Agency and Joint Forces Training Base standards
14. Provide advice, insight and knowledge to upgrade, replace and/or repair pool equipment
15. Repair/replace pool equipment as necessary with prior staff approval

EXHIBIT B
APPROVED FEE SCHEDULE

The rate to be paid to the Contractor for three (3) pool maintenance visits per week is noted below. The Contractor will also donate two (2) pool maintenance visits per week as part of the contract.

July 1, 2011 to June 30, 2012

Monthly Service Rate	\$1,290
In-kind Monthly Service Rate	\$ 890
TOTAL	\$1,290 x 12 months = \$15,480 annually

The monthly service rate of \$1,290 is to be billed 15 days prior to the month. Any additional work over and above the \$1,290 rate per month must be approved by City prior to work being completed and will be billed after work is completed.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GJ

DATE (MM/DD/YYYY)

06/01/11

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

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

PRODUCER Valley Insurance Service, Inc. License# 0566246 800 S. Barranca Ave, Suite 200 Covina, CA 91723 Gary Champlin	626-966-3664	CONTACT NAME: _____ PHONE (A/C, No, Ext): 626-966-3895 E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: DECKS-2	FAX (A/C, No): _____																				
	INSURED Decksid Pool 1547 W. Struck, Unit E Orange, CA 92867		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Mercury Insurance Company</td> <td>27553</td> </tr> <tr> <td>INSURER B:</td> <td>Max Specialty Insurance Co.</td> <td>33189</td> </tr> <tr> <td>INSURER C:</td> <td>The Hartford Insurance Co.</td> <td>29424</td> </tr> <tr> <td>INSURER D:</td> <td>of the Midwest</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Mercury Insurance Company	27553	INSURER B:	Max Specialty Insurance Co.	33189	INSURER C:	The Hartford Insurance Co.	29424	INSURER D:	of the Midwest		INSURER E:			INSURER F:	
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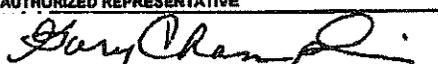
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		MAX012009000523	09/01/10	09/01/11	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COM/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CCA0007272	02/15/11	02/15/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	34WEOG4050	02/19/11	02/19/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 11360 Valley Forge Dr., Los Alamitos, CA 92670 Swimming Pool Cleaning. The City of Los Alamitos is added as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

LOSAL01 City of Los Alamitos Attn: Director of Recreation & Community Services 3191 Katella Ave Los Alamitos, CA 90720	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section B - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GJ

DATE (MM/DD/YYYY)

06/01/11

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PRODUCER Valley Insurance Service, Inc. License# 0686246 600 S. Barranca Ave, Suite 200 Covina, CA 91723 Gary ChampIn		626-966-3664 626-966-3895	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: DECKS-2	FAX (A/C, No):
INSURED Decksid Pool 1547 W. Struck, Unit E Orange, CA 92867		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Mercury Insurance Company		27553
		INSURER B: Max Specialty Insurance Co.		33189
		INSURER C: The Hartford Insurance Co.		28424
		INSURER D: of the Midwest		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY	X	MAX012009000523	09/01/10	09/01/11	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000	
						PERSONAL & ADV INJURY	\$ 1,000,000	
						GENERAL AGGREGATE	\$ 2,000,000	
						PRODUCTS - COM/OP AGG	\$ 2,000,000	
							\$	
A	AUTOMOBILE LIABILITY		CCA0007272	02/15/11	02/15/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$	
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						\$	
	<input type="checkbox"/> NON-OWNED AUTOS						\$	
	UMBRELLA LIAB					EACH OCCURRENCE	\$	
	EXCESS LIAB					CLAIMS-MADE	AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	34WEOG4050	02/19/11	02/19/12	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							
	E.L. EACH ACCIDENT					\$ 1,000,000		
	E.L. DISEASE - EA EMPLOYEE					\$ 1,000,000		
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: 11360 Valley Forge Dr., Los Alamitos, CA 92670 Swimming Pool Cleaning. The City of Los Alamitos is added as additional insured.

CERTIFICATE HOLDER**CANCELLATION**

LOSAL01

City of Los Alamitos
 Attn: Director of Recreation & Community Services
 3191 Katella Ave
 Los Alamitos, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

City of Los Alamitos

Agenda Report Consent Calendar

June 6, 2011
Item No: 8D

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: David Hunt, City Engineer
Steven A. Mendoza, Community Development Director

Subject: Memorandum of Understanding C-1-2466 for the Katella Avenue Traffic Light Synchronization Program Project

Summary: The Orange County Transportation Authority (OCTA) project, entitled Katella Avenue Traffic Light Synchronization Program Project, will synchronize 58 traffic signals from the western border of Orange County in the City of Los Alamitos, to the intersection of Santiago Canyon Road and Cannon Street in the City of Orange. The project will upgrade traffic signal equipment, as well as update signal timing parameters to reflect current traffic patterns. Katella Avenue was selected due to its high volume of traffic and regional significance. The project will be managed and constructed by OCTA.

The Memorandum of Understanding (MOU) will establish a relationship between the OCTA and agencies that have traffic signals on Katella Avenue. The MOU allows OCTA to administer a project within all the jurisdictions with a common goal of signal synchronization. The OCTA project will be managed and constructed with oversight from each agency pertaining to the agency's individual signals.

Recommendation: Approve the Memorandum of Understanding C-1-2466 by and between Orange County Transportation Authority and cities of Anaheim, Cypress, Garden Grove, Los Alamitos, Orange, Stanton, and Villa Park, and the County of Orange and the State of California Department of Transportation for Katella Avenue Traffic Light Synchronization Program Project.

Background

The Traffic Light Synchronization Program (TLSP) was established by Proposition 1B, a statewide transportation bond measure passed in November of 2008. OCTA submitted a grant application to Caltrans, the administering agency, emphasizing inter-jurisdictional signal timing projects on regionally significant arterials. This approach is

unique as most signal timing projects are done at the municipal level and seldom across city boundaries. In order to make the grant application as competitive as possible, OCTA committed to matching the grant one-to-one with Measure M funding.

The comprehensive countywide signal synchronization program targets the timing of more than 533 signalized intersections along ten regionally significant corridors throughout Orange County. The initial program of 10 end-to-end corridor projects is a means of improving traffic flow and optimizes travel on high volume regional arterials spanning 158 miles. The project is consistent with the City of Los Alamitos' signal synchronization goals as identified in the Regional Traffic Signal System Master Plan. The City's Traffic Engineer provided OCTA with a list of improvements that the City would like to see happen with this project.

OCTA anticipates they will award the contract to a pre-qualified traffic engineering consultant on June 13, 2011. Once awarded, OCTA will issue the consultant a Contract Task Order which contains the OCTA agreed-upon fee for the project; inclusive of the consultant cost, construction cost, and equipment cost. The project is a design-build project and the project team will include design engineers, an electrical contractor, and the equipment manufacturer.

The main goals and objective of this project is for a consultant to perform:

- An operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections
- Consultant shall determine and make recommendations for, all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization; and
- Upon approval by the owning agency and OCTA, Consultant shall procure, furnish and install all approved infrastructure improvements for The Katella Avenue TLSP Project.

The implementation of the new optimized timing and infrastructure improvements will provide signal synchronization timing for prevailing traffic patterns, maximize the number of intersections traversed on a green indication vs. those stopped by a red indication, reduce stops, decrease travel times, reduce overall delay, and reduce emissions and Green House Gases (GHG), and provide a continuing foundation for inter-jurisdictional cooperation in coordination of interactive but autonomous local agency traffic signal systems.

The MOU contains two attachments, A and B. Attachment A is entitled "Scope of Work for Katella Avenue Traffic Light Synchronization Program Project." This provides the consultant with direction for the type of equipment to provide, the services to provide, and methodology for data collection, analysis and evaluation. Attachment B is a table

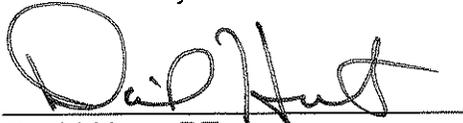
entitled "Katella Avenue TLSP by Agency." This is a working document and lists all of the intersections and their respective agencies along with a brief description of the work at each location. There are revisions that need to be made to this document which the consultant will handle once selected.

The MOU is required by OCTA before the work is performed. OCTA anticipates consultant will start prior to July 1, 2011.

Fiscal Impact

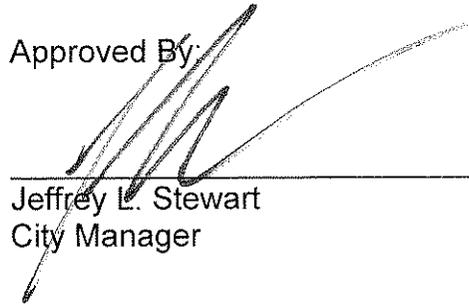
There is no cost to the City for this project. It is funded by OCTA utilizing Measure M and TLSP funds. Approval of this project includes no additional signals installed in our community; therefore, no additional maintenance costs will occur.

Submitted By:



David Hunt, PE
City Engineer

Approved By:



Jeffrey L. Stewart
City Manager

Reviewed By:



Steven A. Mendoza
Community Development Director

Attachment: 1) *Memorandum of Understanding for the Katella Avenue Traffic Light Synchronization Program Project*

**MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 **WHEREAS**, the TLSP PROJECTS shall consist of corridors that will span a minimum of two
2 jurisdictions, not require immediate street widening, and have sufficient traffic volumes to show a
3 measurable benefit of interagency signal synchronization through cooperative time-based coordination;
4 and

5 **WHEREAS**, AUTHORITY and AGENCIES agree to the implementation of the Katella Avenue
6 Traffic Signal Synchronization Project (hereinafter, the "PROJECT") as one of the ten (10) corridors for
7 TLSP signal synchronization PROJECTS for Orange County; and

8 **WHEREAS**, the PROJECT is fifteen (15) miles in length and will include approximately
9 fifty-eight (58) traffic signals located from the west Orange County border in the City of Los Alamitos to
10 the intersection of Santiago Canyon Road and Cannon Street in the City of Orange in the east as
11 illustrated in Attachment B; and

12 **WHEREAS**, the TLSP PROJECT is funded 50 percent by Proposition 1B Traffic Light
13 Synchronization Program and 50 percent by Measure M Signal Improvement Program; and

14 **WHEREAS**, the PROJECT will also include hardware and software upgrades to traffic
15 controllers, traffic telecommunications and inter-tie systems, central traffic master controllers and
16 associated systems, (hereinafter collectively referred to as "Traffic Control Elements"), and these Traffic
17 Control Elements will be constructed and/or installed and implemented as part of the PROJECT as
18 identified in the PROJECT scope of work and as approved by the owning AGENCY; and

19 **WHEREAS**, AUTHORITY agrees to work with AGENCIES to coordinate the inclusion of other
20 Traffic Control Elements to be installed during the construction of the PROJECT that are NOT included
21 in the PROJECT Scope of Work, and that the owning AGENCY will have responsibility for coordinating
22 and funding the installation of those Traffic Control Elements during the course of the PROJECT; and

23 **WHEREAS**, AUTHORITY and AGENCIES acknowledge that other TLSP corridor projects and
24 similar other AUTHORITY sponsored Traffic Signal Timing Synchronization Projects are currently
25 underway or completed which intersect the PROJECT, and that their respective corridor timing
26 operations must be incorporated into the design and completion of the PROJECT; and

**MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 **WHEREAS**, AUTHORITY and AGENCIES acknowledge their mutual desire to enter into this
2 MOU formalizing the terms and conditions, to establish guidelines and responsibilities between the
3 AUTHORITY and AGENCIES, for mutually agreed upon services and use of resources for the
4 development and implementation of the Katella Avenue TLSP Project, and;

5 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and AGENCIES to
6 enter into the following Memorandum of Understanding with respect to the matters as follows:

7 **ARTICLE 1. COMPLETE AGREEMENT:**

8 This MOU, including all exhibits and documents incorporated herein and made applicable by
9 reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU
10 between AUTHORITY and AGENCIES concerning the PROJECT and supersedes all prior
11 representations, understandings and communications between the parties. The above-referenced
12 recitals are true and correct and are incorporated by reference herein. The invalidity in whole or part of
13 any term or condition of this MOU shall not affect the validity of other term(s) or condition(s).

14 **ARTICLE 2. RESPONSIBILITIES OF AUTHORITY:**

15 AUTHORITY agrees to the following responsibilities for PROJECT:

16 1. To provide administrative functions for PROJECT and retain oversight of the PROJECT
17 by establishing PROJECT milestones and overseeing the PROJECT development.

18 2. To pay 100 percent for all eligible expenses for PROJECT as determined by
19 AUTHORITY.

20 3. AUTHORITY shall maintain interface with the AGENCIES and coordinate outreach for
21 the PROJECT.

22 4. AUTHORITY shall assist in building consensus among the AGENCIES with respect to
23 the required services for the PROJECT.

24 5. The AGENCIES and AUTHORITY agree that PROJECT signal synchronization efforts
25 shall focus on those time periods with intersection and/or system specific operational parameters as
26 specified in the PROJECT scope of work.

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 6. AUTHORITY shall collect all data necessary for the analysis and optimization of traffic
2 signal timing specified in the PROJECT Scope of Work (Attachments A through C).

3 7. AUTHORITY shall develop new timing plans optimized for signal synchronization while
4 maintaining or minimizing impact to existing crossing arterial timing and operations.

5 8. AUTHORITY shall provide on-site support to implement the timing plans as necessary.
6 Timing plans are subject to each AGENCY'S review and approval.

7 9. AUTHORITY shall provide updated timing plans and all relevant data acquired for the
8 analysis to the AGENCIES upon request.

9 10. AUTHORITY shall endeavor to provide construction items designed, specified, and
10 called by the Project Scope of Work and " Katella Avenue TLSP Work by Location", or equivalent
11 (See Attachment B); to facilitate coordination and synchronization along PROJECT, including
12 Agency specific operating systems and intersection signal control systems, with the caveat that
13 during the course of construction, better more cost effective methods may be found and/or employed
14 that meet the intent of the required and/or specified operation for the construction items.

15 11. To prepare "before" and "after" studies of the PROJECT conditions. The "before" studies
16 and the "after" studies shall be completed during the time periods when local public schools (K – 12)
17 are in session with completion by end of spring 2012.

18 12. To designate a technical lead person to act as a liaison among the AGENCIES.

19 **ARTICLE 3. RESPONSIBILITES OF AGENCIES**

20 AGENCIES agree to the following responsibilities for PROJECT:

21 1. To provide AUTHORITY current intersection, local field master, and/or central control
22 system timing plans and related data no later than thirty (30) days subsequent to the execution of
23 this MOU, and updates thereafter, as they occur, within 7 days of the event.

24 2. To provide appropriate Plans, Specifications, and Estimates (PS & E) documentation to
25 the AUTHORITY, or its representative, to utilize in the construction of infrastructure required to
26 implement the desired coordinated and synchronized systems and operations.

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 3. To waive all costs and fees related to any and all AGENCY required encroachment and
2 inspection permits for the construction phase of the PROJECT.

3 4. To pay for any items or expense deemed ineligible for PROJECT but is requested to be
4 installed or provided to AGENCY in conjunction with or as part of PROJECT.

5 5. To give PROJECT related signal and telecommunications equipment a high maintenance
6 priority during the PROJECT.

7 6. To take reasonable steps to keep signal controls, inter – tie, and detection systems and
8 equipment in proper working order during the PROJECT.

9 7. To fund and provide function to maintain and repair the signal control inter – tie, and
10 detection systems and equipment located within each of their respective jurisdictions.

11 8. To work with AUTHORITY to determine which of the AGENCIES shall provide on-site
12 support for timing plan changes and upgrades to all synchronization systems, components,
13 equipment, and infrastructure systems as specified in the PROJECT scope of work. Each
14 AGENCY's Traffic Engineer or authorized designee (which in some cases may be the AUTHORITY)
15 shall be authorized to make changes or adjustments to the signal timing plans when required.

16 9. To perform the changes required at central or field control locations and/or intersection
17 controller assemblies. When AUTHORITY is required to make such changes, AGENCIES shall
18 provide AUTHORITY access to all necessary equipment.

19 10. To designate a technical lead person to act as a liaison among the AGENCIES

20 **ARTICLE 4. MUTUAL RESPONSIBILITES OF ALL PARTIES:**

21 AUTHORITY and AGENCIES agree to the following mutual responsibilities for PROJECT:

22 1. PROJECT signal synchronization efforts shall focus on those time periods specified in
23 the PROJECT scope of work, and/or as determined through the course of the PROJECT.

24 2. To attend and participate in all joint AGENCIES related PROJECT meetings.

25 3. To cooperate and coordinate with all other AGENCIES, their staff, contractors,
26 consultants, vendors, in providing the services and responsibilities required under this MOU to the

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 extent practicable with respect to the performance of the PROJECT.

2 4. The owning AGENCY shall be responsible for coordinating the construction and/or
3 installation of Traffic Control Elements and other items that are not included but by necessity, must
4 be built concurrent, with the PROJECT.

5 5. To work together in good faith, using reasonable efforts to resolve any unforeseen issues
6 and disputes arising out of the performance of this MOU.

7 6. This MOU may only be modified or amended upon written mutual consent of all agencies.
8 All modifications, amendments, changes and revisions of this MOU in whole or part, and from time
9 to time, shall be binding upon the parties, so long as the same shall be in writing and executed by
10 the AUTHORITY and the AGENCIES.

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

14 8. This MOU shall be governed by all applicable federal, state and local laws. The
15 AUTHORITY and AGENCIES warrant that in the performance of this MOU, each shall comply with
16 all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
17 regulations promulgated there under.

18 9. Each AGENCY agrees to defend, indemnify and hold harmless the other AGENCIES,
19 their Officers, agents, elected officials, and employees, from all liability, claims, losses and demands,
20 including defense costs and reasonable attorneys' fees, whether resulting from court action or
21 otherwise, arising out of the acts or omissions of the defending AGENCY, its officers, agents, or
22 employees, in the performance of this MOU. When acts or omissions of one AGENCY are directed
23 by another AGENCY, the AGENCY directing the acts or omissions shall owe this defense and
24 indemnity obligation to the AGENCY following the directions. The provisions of this paragraph 8
25 shall survive termination of this MOU.

26 10. Each AGENCY shall be excused from performing its obligations under this MOU during

**MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM**

1 the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its
2 control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of
3 material, products, plants or facilities by federal, state or local government; national fuel shortage; or
4 a material act or omission by any other agency; when satisfactory evidence of such cause is
5 presented to the other AGENCIES, and provided further such nonperformance is unforeseeable,
6 beyond the control and is not due to the fault or negligence of the AGENCY not performing.

7 11. Any notice sent by first class mail, postage paid, to the address and addressee, shall be
8 deemed to have been given when in the ordinary course it would be delivered. The representatives
9 of the agencies who are primarily responsible for the administration of this MOU, and to whom
10 notices, demands and communications shall be given are as detailed in Attachment C.

11 12. This MOU shall continue in full force and effect through December 31, 2012, unless
12 terminated earlier, or extended, by mutual consent by AUTHORITY and AGENCY. AUTHORITY and
13 AGENCIES may elect to extend the term of this MOU for an additional six (6) months commencing
14 January 1, 2013 and ending June 30, 2013.

15 13. The term of this MOU may only be extended upon mutual written agreement by all
16 AGENCIES.

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MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3 **CITY OF ANAHEIM**

ORANGE COUNTY TRANSPORTATION AUTHORITY

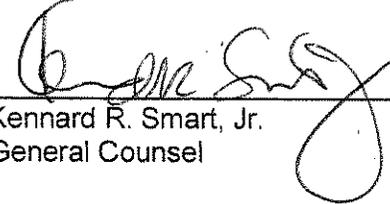
4 By: _____
5 Tom Tait
6 Mayor

By: _____
Meena Katakia, Manager
Capital Projects

7 **ATTEST:**

APPROVED AS TO FORM:

8 By: _____
9 Linda Andal
10 City Clerk

By: 
Kennard R. Smart, Jr.
General Counsel

APPROVED AS TO FORM:
CRISTINA L. TALLEY, CITY ATTORNEY

11 By: _____
12 Bryn M. Morley
13 Deputy City Attorney



MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3
4 **CITY OF CYPRESS**

5 By: _____
6 Leroy Mills
7 Mayor

8 **ATTEST:**

9 By: _____
10 Denise Basham
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 William Wynder
15 City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

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IN WITNESS WHEREOF, the AGENCIES hereto have caused this MOU No. C-1-2466 to be executed on the date first above written.

CITY OF GARDEN GROVE

By: _____
William J. Dalton
Mayor

ATTEST:

By: _____
Kathleen Bailor
City Clerk

APPROVED AS TO FORM:

By: _____
Thomas Nixon
City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

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IN WITNESS WHEREOF, the AGENCIES hereto have caused this MOU No. C-1-2466

to be executed on the date first above written.

CITY OF LOS ALAMITOS

By: _____
Kenneth Stevens
Mayor

ATTEST:

By: _____
Adria M. Jimenez
City Clerk

APPROVED AS TO FORM:

By: _____
Sandra J. Levin
City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3
4 **CITY OF ORANGE**

5 By: _____
6 Carolyn V. Cavecche
7 Mayor

8 **ATTEST:**

9 By: _____
10 Mary. E. Murphy
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 David A. DeBerry
15 City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3
4 **CITY OF STANTON**

5 By: _____
6 David Cadena
7 Mayor

8 **ATTEST:**

9 By: _____
10 Brenda Green
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Ralph D. Hanson
15 City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3
4 **CITY OF VILLA PARK**

5 By: _____
6 W. Richard Ulmer
7 Mayor

8 **ATTEST:**

9 By: _____
10 Jarad L. Hildenbrand
11 City Clerk

12 **APPROVED AS TO FORM:**

13 By: _____
14 Todd O. Litfin
15 City Attorney

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3 **COUNTY OF ORANGE, a political subdivision of the State of California**

4
5
6 By: _____
7 Chairman, Board of Supervisors

8 **ATTEST, SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED**
9 **TO THE CHAIRMAN OF THE BOARD:**

10
11
12 By: _____
13 Darlene Bloom, Clerk of the Board of Supervisors of Orange County, California

14 **APPROVED AS TO FORM, COUNTY COUNSEL ORANGE COUNTY, CALIFORNIA:**

15
16
17 By: _____
18 Deputy

MEMORANDUM OF UNDERSTANDING C-1-2466
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM

1 **IN WITNESS WHEREOF**, the AGENCIES hereto have caused this MOU No. C-1-2466
2 to be executed on the date first above written.

3 **CALIFORNIA DEPARTMENT OF TRANSPORTATION**

4
5 By: _____

6 James Pinheiro
7 Deputy District Director
8 Operations and Maintenance

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**SCOPE OF WORK
KATELLA AVENUE
TRAFFIC LIGHT SYNCHRONIZATION PROGRAM
PROJECT**

The Orange County Transportation Authority (Authority or OCTA) desires to provide all required construction to improve and enhance signal timing and synchronization services and operations for all signalized intersections on the Katella Avenue Traffic Light Synchronization Program (TLSP) Project. This 15 mile stretch of Katella Avenue TLSP Project includes fifty eight (58) signalized intersections and includes six (6) Orange county cities, unincorporated County of Orange, and Caltrans. The street was selected by the local cities to be a preferred corridor for conducting a TLSP project for expanded, interjurisdictional signal coordination.

The Katella Avenue TLSP Project passes through the cities of Anaheim, Cypress, Garden Grove, Los Alamitos, Orange, Stanton, the County of Orange, and Caltrans. Signals along the corridor are controlled by the cities, County of Orange Public Works, and by the California Department of Transportation (Caltrans). The agencies along the corridor utilize several different types of controllers, including Type 170 C8, Type 2070, NEMA TS - 1, 2 by Econolite, Traconex, CSC, 2070/ACTRA and Multisonics 820 controllers, and other miscellaneous types.

The main goals and objective of this project is for a qualified Traffic Engineering Consultant (Consultant) to perform:

- An operations and timing analysis to develop and implement optimized traffic signal synchronization timing, including the development and implementation of timing plans at all signalized intersections
- Consultant shall determine and make recommendations for, all traffic signal equipment and infrastructure related solely to improve and/or enhance synchronization.
- Upon approval by the owning AGENCY and OCTA, Consultant shall procure, furnish and install all approved infrastructure improvements for The Katella Avenue TLSP Project.

The implementation of the new optimized timing and infrastructure improvements will provide signal synchronization timing for prevailing traffic patterns, maximize the number of intersections traversed on a green indication vs. those stop by a red indication, reduce stops, decrease travel times, reduce overall delay, and reduce emissions and Green House Gases (GHG), and provide a continuing foundation for interjurisdictional cooperation in coordination of interactive but autonomous local agency traffic signal systems.

The following specific tasks are required to be performed in the course of providing service for the traffic signal coordination project. Tasks are listed in sequential order for clarity. However, some tasks may run concurrently or commence prior to the order listed.

Task 1: Project Management

Project Management is ongoing throughout the duration of the project. This task includes day-to-day project management including meetings, progress reports, tracking of schedules, invoicing, and overall administration of the project. The project management team, comprised of Authority personnel, and the On – Call TLSP Traffic Engineering Consultant (Consultant), acts as an extension of the Authority staff and will act in that capacity at meetings with the respective corridor agencies. The following list is a minimum of what is required of this task:

1. Consultant shall prepare a detailed Project Management Plan (PMP) that includes budget and schedule estimates for all of the tasks described in the Scope of Work, providing specific project milestones for review and approval by the Orange County Transportation Authority (Authority) Project Manager (APM) or designated representative. These items shall be detailed and include expected meetings, activities (by work task, whether performed by Consultant team or by others), start dates, activity durations, product submittal dates, relationships among work tasks (including critical path items), and a detailed flow chart for the project tasks, and float time. Consultant shall finalize the report based on comments received from the project sponsor, other involved agencies, and APM and/or Authority staff.
2. Consultant shall lead a two (2) stage Project Kick-Off Meeting with the APM and agencies staff.
 - a. The first stage will be to kick-off the project with the APM; establish communication channels and protocols discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project. Specific topics to discuss include data collection needs, specific Synchro/Sim Traffic version 7.0 and Tru – Traffic version 9.0+ modeling needs, specific construction items and procurement methodologies, and schedule.
 - b. The second stage of the meeting will be with the Consultant, APM, and agency representatives that have signalized intersections along the Katella Avenue TLSP Project. Data collection needs and requirements shall be outlined to the involved agencies. Consultant shall notify each agency of the

**AGREEMENT NO. C-1-2466
KATELLA AVENUE TLSP
ATTACHMENT A**

type of work, and when the work is to be performed within that agency. Consultant shall notify each participating Agency any and all documents that need to be produced pertaining to the construction of the facilities and the coordination, including but not limited to: as-built drawings, new Plans, Specifications and Estimates for new construction to be built as part of this project (PS&E), Intersection Timing Charts, Existing Synchro Models, Aerial photos, ADT and TMC data, etc. The APM may assist in this endeavor to facilitate time constraints.

3. Consultant shall lead project meetings as directed by the Authority to include the Consultant staff, APM, and other project related participants. The purpose of these meetings will be to ensure that proper input is being received by Consultant and the Authority and that it is included in the work effort.
 - a. Consultant shall prepare agendas, provide status updates, discuss the progress and direction of the work, and provide notes of these meetings as directed by the Authority to all participants. These meetings will also serve to provide feedback between the project development team and Consultant regarding specific issues of the effort, including facilitating the development of measures of effectiveness, construction alternatives and mitigations, and as specified in later tasks.
4. Consultant shall attend and be an active presenter at the Authority-led Intelligent Transportation Systems (ITS) Roundtable, updating the group on the effort, its status, and other items as determined by Authority staff. The ITS Roundtable is a semi – annual forum envisioned to further communication and information exchange between the Authority and the local agencies regarding signal coordination and ITS.
5. Consultant shall attend and present at four (4) Board/Committee meetings to summarize the findings. Consultant shall attend and present at other agency committee meetings, and intergovernmental meetings as directed by the Authority. The purpose of these meetings may be to inform attendees about the project, signal synchronization in general, the Katella Avenue TLSP Project potential strategies, and other relevant information.
 - a. At a minimum, a total of 10 monthly project team meetings, 2 Board, 2 committee, and 6 project team and other meetings shall be used for scheduling and budgeting purposes.

Deliverables – Task 1:

1. Lead a 2 Stage Project Kick-off Meeting and prepare agenda and meeting materials.
2. Detailed Project Management Plan.
3. Attend Monthly project team meetings and prepare meeting materials, including agenda, action items, graphics, presentation aides, and notes.
4. Monthly progress reports (electronic master and two copies) including status of the work effort and updated schedule. Draft and Final Project Reports.
5. Electronic versions of all data files as directed by Authority.
6. Graphics and presentation aides required for all meetings.
7. All documents provided in electronic form should be of currently used OCTA MS Word 2007 format.
8. All electronic data produced for this project shall be provided on CD-R.

Task 2: Data Collection

Consultant shall collect the following data necessary to thoroughly understand existing traffic conditions in the study area and be able to develop optimal time-of-day traffic signal coordination plans, if applicable.

1. From the involved agencies and or Authority, Consultant shall collect existing timing charts/sheets, existing coordination plans, traffic as-built drawings, aerial photos, maps, traffic collision data as available, and collision diagrams for the study intersections, if available. Consultant shall also collect any off the shelf plans (PS & E) for construction of any and all traffic signal coordination/synchronization related plans, specifications and estimates for the corridor. Consultant, if requested by the involved agency, will provide their own staff to review available records/plans and request copies of needed records/plans with a minimum of disruption to the involved agency.
2. From the involved agencies, Consultant shall collect signal timing and signal priority preferences, including, but not limited to, those related to pedestrian and bicycle timing, phase sequence modifications and preferences, and special operations such as conditional service, coordination preferred phase re – service, and ring – barrier logic, as well as the timing optimization software preference.
3. Consultant shall conduct seven-day 24-hour machine counts along each 1 mile segment of Katella Avenue TLSP Project. Additionally, Consultant will collect 24-hour vehicle classification counts using a machine at four (4) locations on Katella Avenue TLSP Project to determine heavy vehicle (truck) percentage information. Data obtained from Saturday and Sunday counts will determine the necessity of

weekend signal timing.

4. Consultant shall conduct weekday and weekend peak period turning movement counts (TMC) at each of the fifty eight (58) project signalized intersections, including pedestrian and bicycle counts. No other types of TMC classification shall be necessary. Weekday counts shall be conducted for two hours of each peak period (AM, mid-day, and PM). If needed, after analyzing the seven-day 24-hour machine counts, weekend counts shall be conducted at each of the 58 project signalized intersections for a single two hour Saturday mid-day peak period. For intersections with more than 2 through lanes in any of the approaches, a minimum of 2 people per intersection is required.
 - a. Consultant, APM, and Local Agencies shall determine locations for special video recording of bicycle and pedestrian activity for specific data collection in support of upcoming changes to the CA MUTCD. Video recording and data reduction shall be required at minimum 4 locations.
5. All counts shall be summarized in MS Excel 2007 format. Copies of the raw data count sheets will be provided to each involved agency.

Deliverables – Task 2:

1. Report summarizing data collection effort, including intersection turning counts, traffic collision analysis, current traffic signal timing patterns, and drawings of intersection features.
2. Electronic versions of all data files.

Task 3: Field Review

1. Consultant shall review the geometric layout, existing traffic signal equipment and signal synchronization related infrastructure, and identify any deficiencies for each intersection and along the whole corridor. The review shall include an assessment of the existing intersection geometry, traffic conditions, and traffic signal control equipment and telemetry/interconnect facilities along the corridor and of each intersection using observation, available as-built plans, consultation with the local agencies, and agency aerial photos. Consultant will use a standard field form developed by Consultant for this review that accounts for each piece of intersection data required. With permission of the local agencies, Consultant will inspect the interior of each traffic control cabinet, inspect the telemetry systems and determine their respective condition and make recommendations for equipment upgrades. Consultant is advised that certain infrastructure and equipment upgrades have been identified previously by the agencies and reviewed by the APM and shall be a

**AGREEMENT NO. C-1-2466
KATELLA AVENUE TLSP
ATTACHMENT A**

requirement of this project. These items are identified subsequently within this document.

2. Consultant shall also include an identification of all planned and programmed improvements widening projects, intersection improvements, etc.) on the study corridor. The identification of these projects should be at minimum a list summarizing all improvements.

3. Key components of the corridor review shall include, at minimum, the following:
 - Corridor lane configurations and lane widths
 - Existing street and lane geometries, curbs, and medians.
 - Upcoming improvements to the corridor;
 - Traffic signs and pavement markings at intersections along Katella Avenue TLSP Project and cross streets
 - Traffic signal control device information, such as type of device, brand and make, condition of equipment.
 - Existing signal operation characteristics – signal phasing, cycle lengths, phase sequence alteration, and protective-permissive, etc.,
 - Existing controller and telemetry/interconnect equipment;
 - Existing time-referencing setup;
 - Existing Central Master Equipment
 - Existing Field Master Equipment
 - open each controller cabinet and take digital photos of all equipment inside
 - Note any deficiencies of traffic control equipment at each intersection
 - Note the maintenance condition or existence of the traffic signal equipment, controllers; and synchronization related infrastructure

Consultant shall also investigate factors that are expected to affect signal progression including, but not limited to: intersections with high pedestrian or bicyclist volumes; over-saturated intersections; uneven lane distribution; high volumes of trucks and buses; high-volume un-signalized intersections, including interchanges; parking maneuvers; presence and location of bus stops; differing signal timing patterns among agencies; etc.

With the view of assisting, enhancing, and improving the traffic operations along this corridor, Consultant shall identify any deficiencies of the existing traffic signal control and telemetry infrastructure, and geometric layout, and provide recommendations towards simple solutions that may be implemented to correct such deficiencies.

Consultant shall prepare a report summarizing the findings of the field review.

Deliverables – Task 3:

1. Report documenting:
 - a. the field review
 - b. recommended mitigations to perceived problems
2. Electronic versions of the report and all data files

Task 4: Katella Avenue TLSP Project ‘Before’ Study

Consultant shall conduct a ‘Before’ field study report representative of the times and days for which synchronization plans will be developed. The report shall identify Measures of Effectiveness (MOE) to evaluate the effects of the synchronization plans. MOE’s will likely include traffic flow, travel time, average speed, number of stops, fuel consumption reduction, pollution reduction, and other pertinent items. As an option, the Consultant may include additional MOE’s that are not usually identified but may be relevant to proving corridor improvements. The Consultant shall identify these additional MOE’s and the methodology used to quantify them. The identified MOE’s shall be compiled for the corridor using the floating car method and from Synchro 7.0. Between three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan. Number of runs shall be consistent for both directions and time periods. Consultant shall notify and receive approval from APM on number of runs to be accomplished.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and JAMAR PC Travel or Tru Traffic v 9.0 or greater.

The report shall address likely optimization strategies for signal synchronization, specifically focusing on how to consider Katella Avenue TLSP Project optimization: end – to – end vs. coordinated zones. Ideally, the analysis should include the floating car data and data collected as part of Task 2. However draft versions of the report can include previously collected traffic, travel time, or other data, if considered relevant and available. The evaluation report shall provide a very good understanding of traffic patterns on Katella Avenue TLSP Project throughout the weekdays and throughout the weekend.

The Consultant shall perform due diligence with regard to existing and proposed timing operations on arterials that intersect with the Katella Avenue TLSP Project.

Consultant shall prepare a memorandum and present the findings to the Authority outlining the findings of the ‘Before’ field study. The Authority may request a

presentation on the traffic patterns on Katella Avenue TLSP Project and possible synchronization strategies to address the traffic patterns (optimizing the fill corridor versus optimizing segments identified with natural traffic breaks) to provide direction on the preferred signal timing strategy. Any requested presentation shall include as much of the turning movement, 24-hour machine counts, travel time, earlier city counts, etc. as available. Consultant shall finalize the memorandum based on comments received from the Authority Project Manager and other involved agencies and after incorporating the full set of data collected by Consultant as part of Task 2.

Deliverables – Task 4:

1. A memorandum documenting the results of the 'Before', to be distributed to the APM and agencies as a discussion item. More detailed analysis of project results shall be included in Task 8: Project Report.
2. Electronic versions of all data files and memorandum.

Task 5: Signal Timing Optimization and Implementation

Consultant shall work with the APM and agencies to develop a model of the study area and calibrate the model based on field observations of existing conditions. Signal synchronization optimization shall be conducted in Synchro 7.0. The corridor model must be consistent with all aspects and seamlessly interface and interlace with the County Wide Synchro Network as administered by the GIS/ROADS database. The Katella Avenue TLSP Project Synchro 7.0 model and shall be easily imported and or exported from that database. Node or intersection numbering scheme must remain consistent with ROADS. Any modifications, additions, or removal of intersections or roadway segments (nodes or links) must be approved by Authority Section Manager – Development/GIS, Planning and Analysis and the APM. Consultant shall calibrate the model based on travel time, delay studies, field observations of queue lengths, and saturation flows for heavy movements at key intersections. At the discretion of the Consultant, TS/PP – Draft Software version 7.0 or latest release may be used, subsequent to initial optimization, to augment and enhance green band throughput (offset, splits, phase rotation); and, to incorporate specific off band coordinated traffic platoons into the corridor operation as required by data analysis and field observations.

Consultant shall evaluate signal timing and coordination parameters with consideration for the following:

- Optimize coordination timing using:
 - Modified Phase Sequence Rotation
 - Overlap or display output phase transfer techniques to reservice

- phases with capacity problems (Ring – Barrier Logic)
- Protected/Permissive operations
 - Phasing will be lead/lead only; or,
 - Flashing Yellow Arrow technique may be employed for lead/lag if controlling/owner agency permits its use
 - Harmonic cycling
 - other innovative techniques
- Consultant will measure the saturation flow rates at key project intersections during one peak hour where the overall intersection volume-to-capacity ratio is greater than or equal to 0.8 as a calibration for the Synchro model
 - Timing parameters which provide adequate splits and corresponding offsets which fully accommodate pedestrians within the split time. Consultant shall take into consideration the pedestrian timing parameters used by the local agency on a case by case basis. Pedestrian Intervals shall be examined and retimed to current adopted standards by each respective agency. Consultant should note that proposed new timing standards now being analyzed by FHWA for the upcoming revisions to the MUTCD have not been approved nor adopted at any legislative level.
 - Timing parameters which incorporate minimal pedestrian activity to provide the optimum vehicle split and offset timing and accommodate pedestrians using various pedestrian timing adjustment techniques for pedestrian splits during coordination
 - Appropriate cycle lengths consistent with the goals of this effort. Additionally, Consultant shall recommend time-of-day start and stop intervals for the various timing plans based on the identified peaks from the 24-hour machine counts, and field observation
 - Consultant shall prepare, at minimum, a total of three (3) timing plans for a typical weekday which consider the following peak periods: AM PEAK, MID-DAY PEAK, PM PEAK and one (1) timing plan for a typical Saturday for a MID-DAY PEAK. Timing plans should be in both Synchro format and the preferred timing chart format of each local agency.

Consultant shall develop an operational model within SimTraffic. The operational analysis will be used to micro – simulate and analyze specific roadway segments with queuing, spill back, starvation, storage blocking, and other queuing interactions, and to analyze and mitigate the conditions discovered by Consultant and/or APM and agencies in field reviews.

**AGREEMENT NO. C-1-2466
KATELLA AVENUE TLSP
ATTACHMENT A**

Consultant shall develop optimized signal timings using the results from Synchro 7.0, SimTraffic, and Tru Traffic version 9.0 or latest released version and recommend any changes to the signal phasing at each signalized intersection that may improve the efficiency of operations. Output of the modeling software shall not be utilized without proper QA/QC. Engineering judgment shall be utilized to determine final operational parameters. The recommended signal timing plans shall be reviewed by the APM and local agency staff.

Upon approval of the optimized signal timings by the Authority, Caltrans, the County (if part of the corridor MOU), and the cities, the Consultant shall implement, or assist local agencies staff in the implementation of new signal timings either through the central traffic signal system (if available) or direct implementation intersection controller units. Consultant shall use existing traffic signal interconnection systems, where they exist, and, as a result of the inter-jurisdictional nature of the project, shall implement time-based signal coordination techniques across signals controlled by different agencies.

As the project will be using time-based signal coordination, the Consultant shall evaluate the current time-referencing of all traffic signal controllers and recommend a corridor-wide strategy (such as WWV or GPS clocks) to ensure that all traffic signal controllers are on synchronized time clocks. Consultant shall verify that all Central Master or Local Field Master, and/or Local Controller unit clocks are:

- operating properly and are synchronized;
- that all clocks are referencing a common reset time;
- and that all clocks are referencing a common time of day for start of cycle length calculation (i.e. 12:00AM – Midnight)

Consultant shall fine-tune, or assist local agency staff in the fine-tuning of, the new settings and timings. Consultant shall fine-tune timings in the field and record all changes. Fine-tuning shall be conducted during times and days that are representative of the times and days for which coordination plans were developed.

Consultant shall utilize Tru – Traffic Version 9.0 or later software on a laptop with appropriate GPS device and use the floating car method utilized in the Katella Avenue TLSP Project “Before” Study to fine tune the corridor operation and verify integrity of system intersection clocks. Synchronized Video shall be used to compare actual conditions to anticipated conditions dictated by the Tru Traffic time space diagram so that any anomalies may be corrected prior to “After” Study tasks.

Consultant shall prepare a memorandum detailing the signal timing optimization and implementation, including detail on the time-referencing system and SimTraffic results.

**AGREEMENT NO. C-1-2466
KATELLA AVENUE TLSP
ATTACHMENT A**

Consultant shall finalize the memorandum based on comments received from the project sponsor, other involved agencies, and the Authority Project Manager.

Deliverables Task 5:

1. All optimized and synchronized traffic signal timing plans, including existing corridor conditions and improved corridor conditions.
2. Field implementation of optimized traffic signal plans for existing corridor conditions, including all required fine tuning.
3. Evaluation, recommendation, and installation of a time-referencing system.
4. Electronic Synchro 7.0 data files used in analysis.
5. Electronic SimTraffic data files used in analysis.
6. Electronic Tru Traffic v 9.0 data files with video used in analysis.
7. Electronic versions of all other data files and memorandums.
8. Memorandum documenting the signal timing optimization and implementation.

Task 6: Katella Avenue TLSP Project 'After' Study

The Consultant shall conduct an 'After' field study representative of the times and days for which synchronization plans will be developed. The 'After' study must be conducted in the same manner and contain the same MOE's as the 'Before' study in order to evaluate the improvements of the synchronization plans. MOE's should be compiled for the optimized corridor using the floating car method output in Tru Traffic and then from Synchro 7.0. Three (3) to five (5) runs will be completed in each direction for each of the three weekday timing plans (a.m., midday, and p.m.), and three (3) to five (5) runs will be completed in each direction during the Saturday midday plan.

Project travel-time data will be collected using the floating car method, a laptop computer, a GPS receiver unit, and the methodologies and software to match the before study, exactly.

Consultant shall prepare a memorandum comparing the results of the 'Before' and 'After' field study with reference to the specific MOE's and present the findings to the Board. Consultant shall finalize the memorandum based on comments received from the OCTA Project Manager and other involved agencies.

Deliverables Task 6:

1. Memorandum comparing the results of the 'Before' and 'After' studies, to be distributed to OCTA Board as an item. More detailed analysis of project results to be included in Task 6: project report.
2. Presentation to the Board of the 'Before' and 'After' study comparison.

3. Electronic versions of all data files and memorandum.

Task 7: Synchronization System Construction – Agency Specific

General:

Consultant shall coordinate with each agency of the Katella Avenue TLSP Project to assess special construction requirements, needs and desires, previously unforeseen or unknown necessary to complete the project. This may include:

1. GPS time clocks at Central, Field Master, and Local Intersection Controller Assemblies;
2. The replacement and/or modifications to intersection controller assemblies and/or units;
3. Modifications or upgrades from closed loop system to central system hardware, firmware, and software,
4. Modifications, additions; or repair of missing or damaged signal synchronization infrastructure and other assets to be determined. Listed below is a matrix for each agency as to what is currently deemed to be constructed:

Task 8: Project Report

Consultant shall prepare a Final Timings and Evaluation Technical Report with an executive summary. The report shall provide complete documentation of the project, including, but not limited to, project objectives, project locations, project scope, findings, recommendations, implementation schedule, improvements accomplished, and procedures for continuing maintenance, surveillance, and evaluation of the coordinated signal system, work performed, data collected: 'before' and 'after' studies and project benefits achieved in terms of fuel savings, travel timing, travel time, and other measurable parameters. The report shall document all planned and programmed improvements on the study corridor as well as recommendations for further infrastructure improvements that would likely improve the corridor signal coordination project results. Consultant shall present the final report and results of the project to the Board and city councils as required.

The report shall include for each intersection the lane configurations; signal phasing, turning movement data, and cycle lengths for existing and proposed timings for all peak periods. In addition, in a separate binder, all the traffic signal phase sequences, signal timing plans, and pedestrian timings shall be documented. Finally, the report shall provide recommendations with cost and benefit estimates for future improvements to traffic signal infrastructure (signal controllers, vehicle detection, communications, etc.),

**AGREEMENT NO. C-1-2466
KATELLA AVENUE TLSP
ATTACHMENT A**

intersection capacity (appropriate signal phasing, lane geometrics, and alleviation of physical bottlenecks that curtail arterial capacity), and traffic management strategies. These proposed improvements are beyond the scope of this demonstration project but should be useful in determining future enhancements to the corridor.

Deliverables Task 8:

1. Draft and final Katella Avenue TLSP Project Signal Synchronization Project Report (one electronic master and 15 hardcopies) and Presentations.

Task 9: Continuing Signal Timing Support

Consultant will provide "on-call" signal timing support services for a period of nine (9) months following the implementation and fine – tuning of the final signal timing plans, Task 5, to address any future adjustments that may be needed during this period.

During this 9-month period Consultant will be prepared to review any project intersection requested by the OCTA or any AGENCY within (24) hours of written notice, including observing and fine-tuning the signal timing.

Consultant will drive the length of the project arterial during all designated corridor synchronization timing plan hours of operation on a monthly basis in order to verify that the synchronization timing is working as designed, and complete any necessary adjustments. Monthly driving times will consist of a full 12-hour weekday and a 4-hour Saturday. Consultant shall notify APM 24 hours prior to commencement of driving periods.

Deliverables Task 9:

1. 9- months of on-call support and revised signal timing plans and memorandum documenting changes.
2. Electronic versions of all data files and memorandums.

KATELLA AVENUE TLSP by Agency

Agency	Katella Avenue @	Location	Node #	Description of Work This Location
Caltrans	I - 605 N/B Ramp	1	8773	
Los Alamitos	Oak Street	2	8753	
Los Alamitos	Walnut Street/Wallingsford	3	8756	
Los Alamitos	Los Alamitos Boulevard	4	8757	
Los Alamitos	Cherry Street	5	8768	
Los Alamitos	Bloomfield Street	6	8758	
Los Alamitos	Noel Street	7	8759	
Los Alamitos	Lexington Drive	8	8760	
Cypress	Cottonwood	9	8801	
Cypress	Siboney Street/Track Entrance	10	7388	ca
Los Alamitos	Winners Circle	11	8761	
Cypress	Walker Street	12	7389	ca
Cypress	Douglas Drive/Warland	13	7361	ca
Cypress	Valley View Street	14	7390	City to upgrade by Jan, 2011
Cypress	Hope Street	15	7362	City to upgrade by Jan, 2011
Cypress	Holder Street	16	7391	City to upgrade by Jan, 2011
Cypress	Dana Way/Yamaha Way	17	7366	City to upgrade by Jan, 2011
Cypress	Meridian Drive	18	7363	City to upgrade by Jan, 2011
Stanton	Knott Avenue/Knott Street	19	8907	
Stanton	Western Avenue	20	8910	
Stanton	Cedar Street	21	8902	20 and 21 clustered one ICU
Stanton	Rose Street	22	8925	
Caltrans	Beach Boulevard SR - 39	23	185	Not a Part/ Beach Boulevard
Garden Grove	Dale Street/Dale Avenue	24	8909	
Stanton	Magnolia Avenue/Magnolia Street	25	8908	
Orange County	Garza Avenue	26	6550	
Garden Grove	Gilbert Street	27	6416	
Garden Grove	Brookhurst Street	28	801	
Garden Grove	Nutwood Street	29	802	
Garden Grove	Euclid Street	30	805	
Garden Grove	Ninth Street	31	806	
Anaheim	Walnut Street	32	804	
Anaheim	Disneyland Drive/West Street	33	803	
Anaheim	Convention Center Way	34	651	
Anaheim	Harbor Boulevard	35	807	
Anaheim	Clementine Street	36	809	
Anaheim	Anaheim Boulevard/Haster Street	37	810	
Caltrans	Manchester Ave / I - 5 S/B Ramps	38	184	
Caltrans	Anaheim Way / I - 5 Ramps	39	397	
Anaheim	Lewis Street	40	811	
Anaheim	State College Boulevard	41	812	Not a Part / BRT TSS
Anaheim	Community Circle	42	808	
Anaheim	Howell Avenue	43	800	
Caltrans	SR - 57 S/B Off Ramps	44	20	
Caltrans	SR - 57 N/B Off Ramps	45	19	
Anaheim	Douglas Road	46	799	
Orange	Struck Avenue	47	3081	ca, bbs
Orange	Katella Ave @ Stadium Promenade	48	3036	
Orange	Katella Ave @ Stadium Promenade	49	3370	
Orange	Main Street	50	3050	ca
Orange	Batavia	51	3049	ca, Type III Service
Orange	Railroad Crossing	52	9102	
Orange	Xtra/Home Depot Center	53	3006	
Orange	Glassell Avenue	54	3051	ca, Type III Service

AGREEMENT C-1-2466
 ATTACHMENT B
 KATELLA AVENUE TLSP

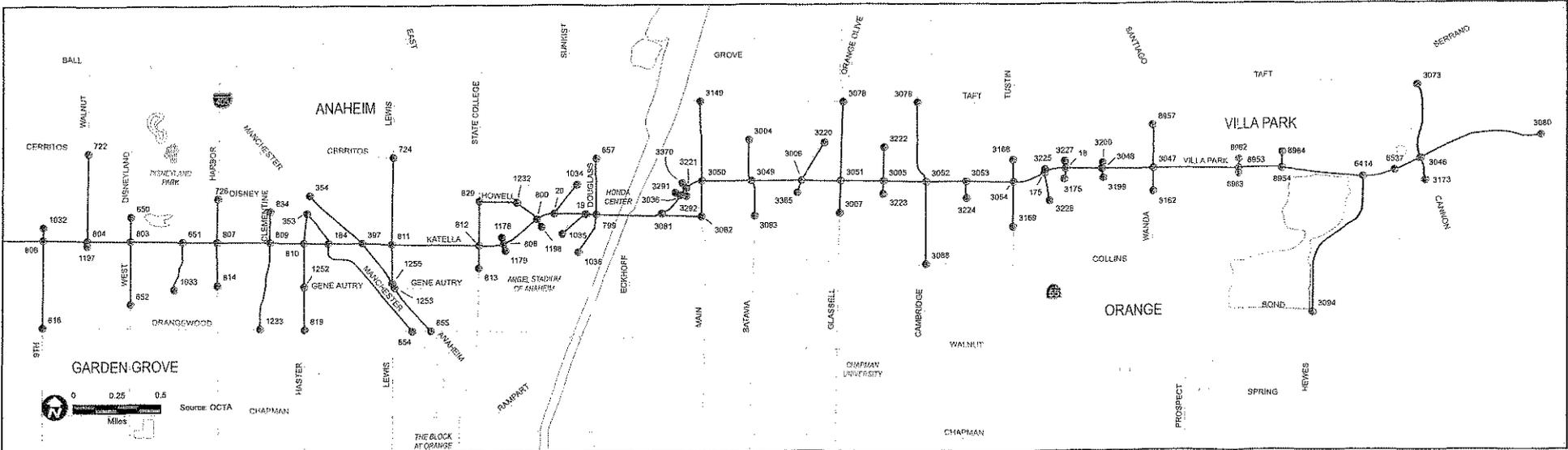
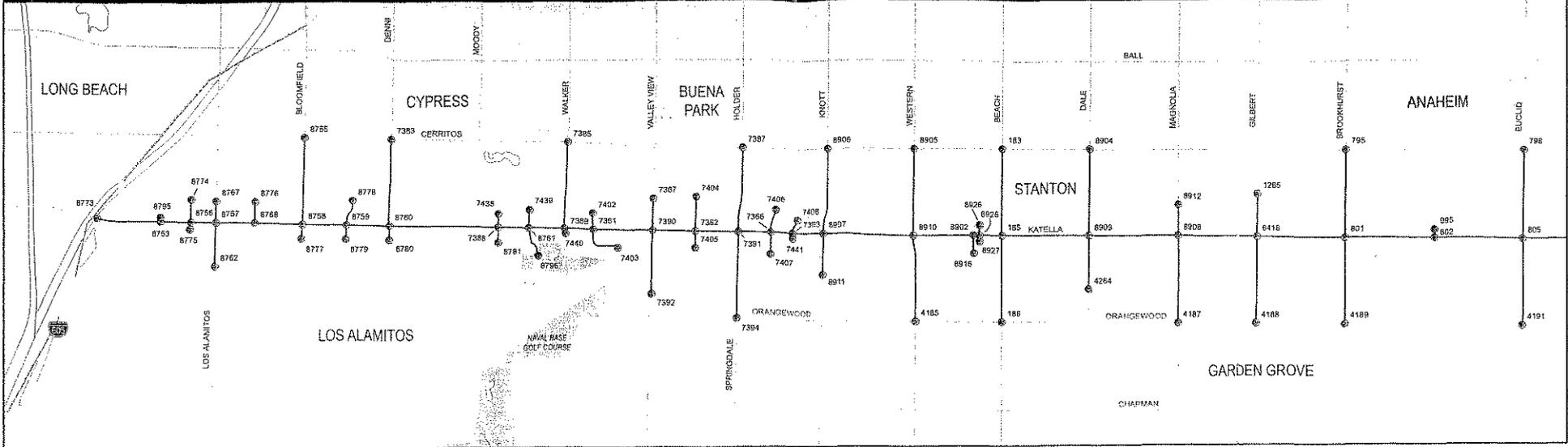
Agency	Villa Park Road @	Location	ROADS Node #	Description of Work This Location
Orange	Shaffer Street	55	3005	ca, Type III Service, bbs
Orange	Cambridge Street	56	3052	cu
Orange	California Street	57	3053	ca, Relocate at City Expense
Orange	Tustin Street	58	3054	cu
Caltrans	SR - 55 S/B Ramps	59	175	2070
Caltrans	SR - 55 N/B Ramps/Sacramento	60	18	2070, 170E, gps, I/C to loc. 57
Orange	Handy Street/Van Owen	61	3048	ca, Type III Service, bbs
Orange	Katella/Villa Park/Wanda St	62	3047	ca, Relocate at City Expense
Villa Park	Center Drive	63	8953	ca, C? on licensing
Villa Park	Lemon Street	64	8954	ca
Orange County	Hewes Street	65	6414	ca
Villa Park	Cannon Street	66	3046	

cu = controller unit; ca = controller assembly includes cu + all necessary equipment and appurtenances + es; es = ethernet switch; gps = gps interface and antennae installed; 2070 = C = CenTracs; A = Aries; ACT = ACTRA; TAC = TACTICS; BB = Battery Backup System; Exist. or New I/C = Interconnect Conduit with media; media - F = Fiber Optic, TP = 24 pair TPisted Copper; VD = Video Detection; VS = Video Surveillance System; W = WiFi; L = Loop Detector; a # following item codes = quantity (i.e. L42 = install 42 loop detectors); * = shared ownership; ** following task code = NOT A PART, agency pays 100% for that task only. m - cu = modify existing controller. New controller may be substituted if functionally equivalent

CONSULTANT is cautioned to verify interconnect components in field.

All other location tasks are a part; *** following task code = Part TLSP/Part Agency funded; All equipment is furnished and installed and/or modify existing installation with 1 year guaranty on labor and material. Firmware and Software Upgrades for installed specified systems is included in the installed price for a period of 3 years (This is only for fixes or enhancements necessary for the current operation and does not include upgrade functionality). Excludes new software for new features not originally installed nor specified to be installed and included. Removal of existing equipment and appurtenances is included in the furnish and install or modify existing installation price. PS & E may be available at no cost to the Consultant from Project Agencies. ☉ = King Arterial Operations

Attachment B: Katella Ave.



LIST OF CONTACTS

<p><u>OCTA</u> Mr. Ronald Keith Principal Traffic Engineer Planning 550 S. Main Street Orange, CA 92866 Tel: 714.560.5990 rkeith@octa.net</p>	<p><u>Caltrans</u> Mr. Fedrico Hormozi Senior Electrical Engineer 6681 Marine Way Irvine, CA 92618 Tel: 949.936.3464 fedrico_hormozi@dot.ca.gov</p>	<p><u>City of Anaheim</u> Mr. John Thai Principal Traffic Engineer 201 S. Anaheim Boulevard Suite 502 Anaheim, CA 92805 Tel: 714.765.5202 jthai@anaheim.net</p>
<p><u>City of Cypress</u> Mr. Keith Carter Traffic Engineer 5275 Orange Avenue Cypress, CA 90630 Tel: 714.229.6750 kcarter@ci.cypress.ca.us</p>	<p><u>City of Garden Grove</u> Mr. Dan Candelaria Traffic Engineer 11222 Acacia Parkway Garden Grove, CA 92842 Tel: 714.741.5185 danc@garden-grove.org</p>	<p><u>City of Los Alamitos</u> Mr. Dave Hunt City Engineer 3191 Katella Avenue Los Alamitos, CA 90720 Tel: 562.431.3538 x110 dhunt@ci.los-alamitos.ca.us</p>
<p><u>City of Orange</u> Mr. Amir Farahani Traffic Engineer 300 E. Chapman Avenue Orange, CA 92866 Tel: 714.744.5534 afarahani@cityoforange.org</p>	<p><u>City of Stanton</u> Mr. Nick Guilliams Director of Public Works/ City Engineer 7800 Katella Avenue Stanton, CA 90680-5612 Tel: 714.379.9222 x203 Nguilliams@ci.stanton.ca.us</p>	<p><u>City of Villa Park</u> Mr. William "Joe" O'Neil City Engineer 17855 Santiago Boulevard Villa Park, CA 92861 Tel: 714.998.1500 joneil@villapark.org</p>
		<p><u>County of Orange</u> Mr. Ted Rigoni Manager - OC Road P. O. Box 4048 Santa Ana, CA 92702-4048 Tel: 714.834-5872 Ted.Rigoni@ocpw.ocgov.com</p>

City of Los Alamitos

Agenda Report Consent Calendar

June 6, 2011
Item No: 8E

To: Mayor Kenneth Stephens and Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: David Hunt, City Engineer
Steven Mendoza, Community Development Director

Subject: Reject all Bids for the Construction of Laurel Park Rehabilitation (CIP No. 10/11-04) and Direct the City Engineer to Re-advertise

Summary: On May 18, 2011, construction bids were publicly opened for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04). After a thorough review of all bids submitted, staff determined that the bid submitted by DD Systems, Inc. to be the lowest responsible bid in the total bid amount of \$249,585.63. This bid amount exceeds the appropriated construction budget for this project, and staff recommends that the City Council reject all bids and re-advertise.

Recommendations:

1. Reject all bids received for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04); and,
2. Authorize the City Engineer to re-advertise for bids to construct the project at the lowest cost to the City.

Background

In response to the bid notice for the Laurel Park Rehabilitation (CIP No. 10/11-04), four (4) bids were received (see Attachment 1, Bid Recap sheet). Notices announcing the solicitation of bids for this project were posted in the normal locations within the City, advertised in the News-Enterprise and advertised in the F.W. Dodge publication known as the "Green Sheet".

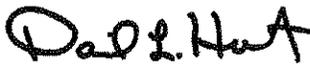
The bids for the construction of Laurel Park Rehabilitation (CIP No. 10/11-04) were publicly opened on May 18, 2011, at 10:00 am. From the four (4) total bids received, staff determined that the construction bid submitted by DD Systems, Inc. to be the lowest responsible bid, with the total bid amount of \$249,585.63. However, all bids, including the lowest responsible bid, significantly exceeds the appropriated construction budget of \$150,000.00. Staff recommends that the City Council reject all bids at this time to allow the City Engineer to reduce the scope of work and re-advertise for bids at a time when landscape contractor competition is better.

The contract documents for the project, and Public Contract Code Section 20166 authorizes the City Council to reject all bids.

Fiscal Impact

The budget allocation of \$150,000.00 for the construction of Laurel Park Rehabilitation Improvements is significantly insufficient to award the construction contract without risk to the City General Fund.

Submitted By:



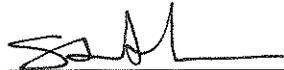
David Hunt, PE
City Engineer

Approved By:



Jeffrey L. Stewart
City Manager

Reviewed By:



Steven Mendoza
Director of Community Development

Attachment: 1) Bid Recap Sheet

Bid Opening: May 18, 2011

ITEM NO.	DESCRIPTION	QTY.	UNITS	DD SYSTEMS, INC.		STL LANDSCAPE, INC.		KASA CONSTRUCTION		VIDO SAMARZICH, INC.			
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST		
1	Mobilization	1	LS	\$ 9,824.25	9,824.25	\$ 20,000.00	20,000.00	\$ 21,000.00	21,000.00	\$ 30,000.00	30,000.00		
2	Clearing, grubbing, demolition and removals	1	LS	\$ 82,500.00	82,500.00	\$ 35,000.00	35,000.00	\$ 90,000.00	90,000.00	\$ 50,000.00	50,000.00		
3	Perform earthwork	1	LS	\$ 5,500.00	5,500.00	\$ 10,000.00	10,000.00	\$ 16,000.00	16,000.00	\$ 15,000.00	15,000.00		
4	Perform soil preparation	128,970	SF	\$ 0.07	9,027.90		0.00	\$ 1.07	137,997.90	\$ 1.20	154,764.00		
5	Construct 6-inch thick AC pavement over compacted native	430	SF	\$ 5.50	2,365.00	\$ 7.00	3,010.00	\$ 8.00	3,440.00	\$ 10.00	4,300.00		
6	Construct curb per SPPWC Std Plan No. 120-2, Type A1-6	85	LF	\$ 16.50	1,402.50	\$ 30.00	2,550.00	\$ 12.50	1,062.50	\$ 50.00	4,250.00		
7	Construct 6-inch thick curb ramp per SPPWC Std No. 111-4, Case A, Type 1, modified per plan	1	EA	\$ 1,980.00	1,980.00	\$ 2,750.00	2,750.00	\$ 1,400.00	1,400.00	\$ 3,000.00	3,000.00		
8	Crushed aggregate base	30	TON	\$ 71.50	2,145.00	\$ 75.00	2,250.00	\$ 30.00	900.00	\$ 75.00	2,250.00		
9	Construct 6-inch thick PCC walk over compacted native	700	SF	\$ 5.50	3,850.00	\$ 6.00	4,200.00	\$ 6.10	4,270.00	\$ 8.00	5,600.00		
10	Construct 6-inch thick PCC slab over 4-inch thick base	1,170	SF	\$ 6.05	7,078.50	\$ 7.00	8,190.00	\$ 6.80	7,958.00	\$ 9.00	10,530.00		
11	Furnish and install 24-inch depth root control barrier	35	LF	\$ 55.00	1,925.00	\$ 15.00	525.00	\$ 10.00	350.00	\$ 20.00	700.00		
12	Furnish and install signing and striping complete per plan	1	LS	\$ 1,650.00	1,650.00	\$ 2,000.00	2,000.00	\$ 1,100.00	1,100.00	\$ 2,500.00	2,500.00		
13	Furnish and install 2 1/2" PVC irrigation mainline	1,700	LF	\$ 4.40	7,480.00	\$ 5.00	8,500.00	\$ 7.00	11,900.00	\$ 8.00	13,600.00		
14	Furnish and install 3" PVC irrigation mainline	300	LF	\$ 5.50	1,650.00	\$ 5.50	1,650.00	\$ 8.00	2,400.00	\$ 12.00	3,600.00		
15	Furnish and install 1/2" potable water line	40	LF	\$ 11.00	440.00	\$ 23.00	920.00	\$ 10.00	400.00	\$ 20.00	800.00		
16	Furnish and install 1 1/2" potable water line	280	LF	\$ 11.00	3,080.00	\$ 23.00	6,440.00	\$ 12.00	3,360.00	\$ 15.00	4,200.00		
17	Furnish and install 1 1/4" potable water line	450	LF	\$ 8.80	3,960.00	\$ 23.00	10,350.00	\$ 12.00	5,400.00	\$ 15.00	6,750.00		
18	Furnish and install 3" SCH 40 PVC sleeve per plan	55	LF	\$ 16.50	907.50	\$ 20.00	1,100.00	\$ 4.00	220.00	\$ 12.00	660.00		
19	Furnish and install 1 1/2" SCH 40 PVC sleeve per plan	25	LF	\$ 13.20	330.00	\$ 10.00	250.00	\$ 2.00	50.00	\$ 12.00	300.00		
20	Furnish and install irrigation control wire conduit and pullbox	1	LS	\$ 3,850.00	3,850.00	\$ 5,000.00	5,000.00	\$ 2,800.00	2,800.00	\$ 5,000.00	5,000.00		
21	Furnish and install 1/2" reduced pressure backflow preventer	1	EA	\$ 2,200.00	2,200.00	\$ 2,000.00	2,000.00	\$ 2,500.00	2,500.00	\$ 1,500.00	1,500.00		
22	Furnish and install 3/4" reduced pressure backflow preventer	1	EA	\$ 3,300.00	3,300.00	\$ 2,500.00	2,500.00	\$ 2,800.00	2,800.00	\$ 1,700.00	1,700.00		
23	Furnish and install 2" reduced pressure backflow preventer	1	EA	\$ 4,400.00	4,400.00	\$ 3,000.00	3,000.00	\$ 3,000.00	3,000.00	\$ 2,200.00	2,200.00		
24	Furnish and install booster pump per irrigation legend	1	LS	\$ 3,850.00	3,850.00	\$ 25,000.00	25,000.00	\$ 24,000.00	24,000.00	\$ 22,000.00	22,000.00		
25	Furnish and install RainMaster irrigation controller assembly complete per plan	1	LS	\$ 7,700.00	7,700.00	\$ 9,000.00	9,000.00	\$ 7,000.00	7,000.00	\$ 10,000.00	10,000.00		
26	Furnish radio receiver for RainMaster irrigation controller	6	EA	\$ 880.00	5,280.00	\$ 1,500.00	9,000.00	\$ 1,500.00	9,000.00	\$ 500.00	3,000.00		
27	Furnish and install flow meter complete per plan	1	EA	\$ 990.00	990.00	\$ 750.00	750.00	\$ 800.00	800.00	\$ 750.00	750.00		
28	Furnish and install irrigation master valve complete per plan	1	EA	\$ 935.00	935.00	\$ 750.00	750.00	\$ 350.00	350.00	\$ 1,200.00	1,200.00		
29	Furnish and install hose bib below grade in round valve box	5	EA	\$ 330.00	1,650.00	\$ 250.00	1,250.00	\$ 145.00	725.00	\$ 500.00	2,500.00		
30	Furnish and install 1" irrigation control valves	7	EA	\$ 495.00	3,465.00	\$ 250.00	1,750.00	\$ 250.00	1,750.00	\$ 500.00	3,500.00		
31	Furnish and install 1 1/2" irrigation control valves	15	EA	\$ 440.00	6,600.00	\$ 275.00	4,125.00	\$ 275.00	4,125.00	\$ 600.00	9,000.00		
32	Furnish and install 2" irrigation control valves	6	EA	\$ 550.00	3,300.00	\$ 350.00	2,100.00	\$ 300.00	1,800.00	\$ 650.00	3,900.00		
33	Furnish and install 2 1/2" bronze gate valve assembly in valve box	7	EA	\$ 715.00	5,005.00	\$ 400.00	2,800.00	\$ 425.00	2,975.00	\$ 500.00	3,500.00		
34	Furnish and install 6" pop-up spray heads with spray nozzles	30	EA	\$ 38.50	1,155.00	\$ 20.00	600.00	\$ 28.00	840.00	\$ 60.00	1,800.00		
35	Furnish and install 6" pop-up heads with MP rotator nozzles	227	EA	\$ 38.50	8,739.50	\$ 25.00	5,675.00	\$ 30.00	6,810.00	\$ 70.00	15,890.00		
36	Furnish and install stainless steel I-35 rotors	88	EA	\$ 44.00	3,872.00	\$ 80.00	7,040.00	\$ 60.00	5,280.00	\$ 90.00	7,920.00		
37	Perform turf field hydroseed complete per plans	128,827	SF	\$ 0.07	9,017.89	\$ 0.15	19,324.05	\$ 0.12	15,459.24	\$ 0.10	12,882.70		
38	Furnish and install 4" pot color annual groundcovers	105	EA	\$ 11.00	1,155.00	\$ 5.00	525.00	\$ 5.00	525.00	\$ 10.00	1,050.00		
39	Furnish and install Pro Gold Infield Mix	13,533	SF	\$ 0.39	5,277.87	\$ 1.45	19,622.85	\$ 0.50	6,766.50	\$ 2.50	33,832.50		
40	Construct 4" thick PCC slab over compacted native at bleachers area	1,554	SF	\$ 4.68	7,272.72	\$ 5.00	7,770.00	\$ 4.00	6,216.00	\$ 7.00	10,878.00		
41	Construct 4" thick PCC slab over existing storage shed complete per plan	1	LS	\$ 1,485.00	1,485.00	\$ 500.00	500.00	\$ 850.00	850.00	\$ 1,000.00	1,000.00		
42	Furnish and install Class A topsoil complete per plan	38	CY	\$ 66.00	2,508.00	\$ 50.00	1,900.00	\$ 35.00	1,330.00	\$ 60.00	2,280.00		
43	Construct 8-inch by 9-inch PCC curb under existing chain link fence	210	LF	\$ 13.20	2,772.00	\$ 15.00	3,150.00	\$ 12.55	2,635.50	\$ 20.00	4,200.00		
44	Furnish and install kiosk sign complete per plan	1	EA	\$ 440.00	440.00	\$ 3,000.00	3,000.00	\$ 2,500.00	2,500.00	\$ 2,000.00	2,000.00		
45	Furnish and install drinking fountain assembly	1	EA	\$ 3,300.00	3,300.00	\$ 5,000.00	5,000.00	\$ 8,000.00	8,000.00	\$ 7,000.00	7,000.00		
46	Perform 70-calendar day landscape maintenance period	1	LS	\$ 1,320.00	1,320.00	\$ 7,500.00	7,500.00	\$ 2,500.00	2,500.00	\$ 1,500.00	1,500.00		
47	Water Pollution Control	1	LS	\$ 1,650.00	1,650.00	\$ 500.00	500.00	\$ 2,000.00	2,000.00	\$ 500.00	500.00		
TOTAL							\$249,585.63		\$270,816.90		\$434,543.64		\$485,287.20

City of Los Alamitos

Agenda Report Discussion Items

June 6, 2011
Item No: 9B

To: Mayor Kenneth Stephens & Members of the City Council
From: Steven A. Mendoza, Community Development Director
Via: Jeffrey L. Stewart, City Manager
Subject: Explanation of Los Alamitos' Peddler/Solicitor Regulations

Summary: Recent activity has led the City to review its procedures related to Peddler/Solicitor Permit regulations. Staff has outlined how the City of Los Alamitos regulates parties who go door-to-door and the level of regulations the Peddlers, Solicitors, and Canvassers are subjected to. This review may be an opportunity to discuss this important issue and direct staff to make future changes in the Code.

Recommendation:

1. Review and discuss the Peddler/Solicitor regulations; and,
2. Direct staff to immediately change the approval letter adding a copy of photo ID into the letter of approval issued by the City; and,
3. Alternatively, discuss and take other action related to this item.

Background

Due to concerns regarding door-to-door soliciting, the City Council requested a review of the City's procedures. Concerns were raised regarding unregulated peddling because such activity could cause apprehension by intruding upon residents' privacy and could provide access to private property for criminal purposes. Only two groups within the past five years have been authorized to peddle/solicit in Los Alamitos; a curb painter and an air conditioning firm. All others that have done so, have been exempt from the City's permitting process or have failed to obtain a permit at City Hall.

The City has been made aware of residents being harassed and/or "No Solicitor" signs being ignored. Some residents have expressed concern that some peddlers are "scouting out" for potential burglaries.

Some solicitors misrepresent so that residents don't know who is legitimate. Teens are transported to Los Alamitos neighborhoods going door-to-door for various causes. Some of their causes are for charity sports events, college funds, or soliciting money to buy magazines for our troops in Iraq, some of which may or may not be legitimate.

The challenge is for cities to find a way to balance religious and non-profit organizations who want to go door-to-door with the communities' desire to have peace, privacy, and safety from solicitation regardless of their affiliation.

Peddler, Canvasser, and Solicitor Code Summaries

The simplified version of the three categories would be that a **Peddler** sells goods or services, a **Canvasser** disseminates or collects written or oral information, and a **Solicitor** requests money or clothing donations. The explanations are more complex. The following are definitions taken from Chapter 5.50, of the Los Alamitos Municipal Code:

What is a Peddler, Canvasser, or Solicitor and what is the difference between the three?

***"Peddler"** means any person who engages in peddling.*

"Peddling" means any person who goes onto the premises of a private residence or business and sells, or offers for sale and delivery, goods or merchandise or services of any kind or description. Peddling shall not include the act of carrying, conveying or transporting milk, dairy products, newspapers or other goods to regular subscription-based customers on established routes.

***"Canvasser"** means any person who engages in canvassing.*

***"Canvassing"** means and includes the act of any person, whether a resident of the city or not, traveling by foot, vehicle, or any other type of conveyance, who goes from place to place, from house to house, or from street to street:*

- 1. Conducting a poll, survey or petition drive (unless such drive is led and/or sponsored by a local, state or federal governmental body or agency); or*
- 2. Sharing, communicating or otherwise conveying ideas, views or beliefs; or*
- 3. Disseminating oral or written information, including, but not limited to, handbills, to a person willing to directly receive such information, whether political, religious, commercial, noncommercial, charitable, or otherwise.*

***"Solicitation"** occurs when a solicitor travels by foot, vehicle, or any other conveyance, from place to place, from house to house, or from street to street, requesting money or any other personal or real property controlled by the owner or occupant of the residence or business.*

***"Solicitor"** means any person who engages in solicitation.*

Who is required to obtain a Permit?

In the City of Los Alamitos, a solicitor or a peddler is required to obtain a permit, unless it is for a charitable organization or a non-profit. To provide an example, the Girl Scouts sell a product, but they do so as a charitable organization. Therefore, they are allowed to go door-to-door without obtaining a permit. If a commercial business was to sell cookies door-to-door, they would have to obtain a permit.

5.50.040 Permit required—Solicitation and peddling.

A. No person shall engage in solicitation or peddling unless such person obtains a permit from the license collector, or his or her designee. Any permit obtained is nontransferable unless used on behalf of an employer, corporation, group or organization as described in subsection (B)(5) of this section.

B. The application for the permit, as provided by the city shall contain information about the solicitor or peddler, including:

1. Name and physical description of the applicant.
2. Date of birth, driver's license number or other identification number, and Social Security number.
3. Permanent home address.
4. Local address and telephone number.
5. If employed, the name, address and telephone number of the employer, or if acting as an agent, the name, address and telephone number of the principal who is being represented, with credentials in written form establishing the relationship and the authority of the employee or agent to act for the employer or principal.

6. A statement as to whether or not the applicant has been convicted of any criminal offense, whether felony or misdemeanor, other than minor traffic violations. As to any such offense, the applicant must provide the date and place of conviction, the nature of the offense, and the punishment or penalty imposed.

7. Proof of possession of any license or permit which, under federal, state or local laws and regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such laws or regulations, would exempt the applicant from the licensing requirements of this chapter.

C. Upon submission of the application, the applicant shall pay a processing fee as established by resolution of the city council. (Ord. 695 § 3 (part), 2006)

Who is exempt from a permit?

Many groups are exempt from obtaining a permit in the City. A review of Section 5.50.050 shows that charitable, religious and non-profits are not required to obtain approval from the City and thus are not subject to a background check with the City's Police Department.

5.50.050 Activities exempt from permit.

A. Persons engaging in the following activities do not need a permit and are exempt from the requirements of Section 5.50.040:

1. Those seeking to obtain contributions or to sell any goods, articles or services of any kind for the support or benefit of any charitable, religious or political purpose; or on behalf of any nonprofit association, organization, corporation or project.

2. Those seeking to influence the personal belief of the occupant of any residence or business in regard to any political or religious matter.

3. Those seeking to obtain, from an occupant of any residence or business, an indication of the occupant's belief in regard to any political or religious matter.

4. Those who canvass door-to-door.

5. Those seeking to obtain donations made incidental to canvassing door-to-door on behalf of any charitable, religious or political purpose; or on behalf of any nonprofit association, organization, corporation or project.

B. Those solicitors, peddlers and canvassers who are exempt under this section are still required to comply with the requirements set forth in Sections 5.50.030, 5.50.090, 5.50.100, 5.50.110, and 5.50.120. (Ord. 695 § 3 (part), 2006)

The following table demonstrates some common groups who go door-to-door along with how the Los Alamitos Municipal Code categorizes the different groups.

Typical Door-to-Door Groups	Peddler	Canvasser	Solicitor	Exempt
Girl Scouts Cookies	Peddler			Exempt if non-profit/charitable
Candy Sales	Peddler			Exempt if non-profit/charitable
School Boosters selling items	Peddler			Exempt if non-profit/charitable
Home Improvement Sales	Peddler	Canvassing (if flyer only)	Solicitor	Exempt if no human contact (flyer on porch)
Charities 501 (C)(3)	Peddler			Exempt, if non-profit/charitable
Curb Painters			Solicitor	Exempt if non-profit/charitable
Religious Groups		Canvasser		Exempt
Magazine Sales	Peddler			Exempt if non-profit/charitable
Verizon	Peddler			Not exempt
Census		Canvasser		Exempt
St Vincent de Paul clothing collection			Solicitor	Exempt if charitable/charitable
Political Information		Canvasser		Exempt

The Los Alamitos Municipal code specifically allows for **canvassers** to be exempt from obtaining a Peddler/Solicitor Permit. For example, a Solar Company can place a flyer on the porch and be deemed a canvasser. The moment a Solar Company tries to personally sell you something, then they are deemed to be a peddler; and, thus would be required to obtain a Peddler/Solicitor permit. Regardless of being exempt from the permitting process, the parties involved in going door-to-door are required to meet the following requirements per Los Alamitos Municipal Code:

1. No person shall represent in any manner that the city, or its departments or officers, have endorsed the permit holder or the products, services or causes on behalf of which individuals are being solicited, peddled or canvassed without the written consent of the city manager.

2. *No person shall affix any object to, or place any object on, the body of any individual to whom any solicitation, peddling or canvassing is directed without that individual's express consent.*
3. *No person shall touch, brush up against, or otherwise voluntarily come into physical contact with any person without that person's express consent.*
4. *No person shall willfully obstruct the movement of any person on any street, sidewalk or other public place.*
5. *No person shall solicit, peddle or canvass any person that has objected, by words or conduct, to such soliciting, canvassing or peddling.*
6. *No person shall represent in any manner that the soliciting or peddling is conducted for anyone other than the permit holder.*
7. *No person shall refuse to identify the permit holder on whose behalf the soliciting or peddling is being conducted when requested to do so by any person contacted by the solicitor or peddler, or fail to truthfully state the uses to which any solicited items will be put when requested to do so by any person being solicited.*
8. *No person shall threaten any injury or damage to any individual who declines to be subject to any soliciting, peddling or canvassing or who declines to make a purchase, donation or contribution.*
9. *No person shall accept food stamps as a contribution.*
10. *No person shall, directly or indirectly, solicit, peddle or canvass for any purpose by misrepresentation of his or her name, occupation, financial condition, social condition, physical or mental health, or residence, and no person shall make or perpetrate any misstatement, deception or fraud in connection with any soliciting, peddling or canvassing for any purpose in the city. (Ord. 695 § 3 (part), 2006)*

People who ignore a "No Solicitation" sign will ignore City regulations

Experience shows that violators will continue to violate. They will not obey "No Solicitation" requests. They will not obtain a Peddlers/Solicitors permit, nor will they subject themselves to a background check with the Police Department. It is highly unlikely that the same people who ignored a "No Solicitation" sign will subject themselves to the City's permitting process including the background check.

It is difficult to prevent solicitation by salespeople because most parties will ignore the City's regulation. "Do Not Disturb" signs have been shown to be generally ignored. These types of salespeople specialize in weekend activity when City Hall is shut down and no permit/enforcement could be obtained.

Again, these groups will not be the ones whom come to City Hall to obtain proper permits.

Cost of Permit

There is an adopted fee of \$153.00 for the handling of a Peddler/Solicitor Permit application. The City's current approval process includes the screening for solicitors interested in peddling door-to-door in Los Alamitos.

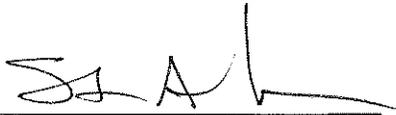
Permit Processing Cost	
\$56.00	Live Scan
\$15.56	Fingerprinting
\$20.57	Background Review
\$23.80	Administrative Review
\$34.72	Application Processing
<u>\$ 2.27</u>	Supplies
\$153.00	

The process, including the issuance of a letter of approval, may fall short in offering assurance to residents that various solicitors have the proper permission to canvass an area. It is important to note that the City has issued few Peddler/Solicitors permit during the past year and many reported solicitors have chosen to leave Los Alamitos instead of participating in the City's application and background check procedures. Adding an identification card to the letter of approval may assist residents in identifying approved solicitors by comparing the approval letter and the ID card in their pocket which should be worn at all times.

Fiscal Impact

There is minimal cost in legal fees to amend the Code, if deemed necessary.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Jeffrey L. Stewart
City Manager

Attachment: 1) Ordinance 695

ORDINANCE NO. 695

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DELETING SECTION 5.04.280, AMENDING SECTION 5.04.270(D) OF CHAPTER 5.04 AND ADDING CHAPTER 5.50 OF TITLE 5 TO THE LOS ALAMITOS MUNICIPAL CODE REGARDING DOOR-TO-DOOR PEDDLING, SOLICITING AND CANVASSING

WHEREAS, the City of Los Alamitos, consistent with First Amendment principles, wishes to fashion a regulation of door-to-door peddling and soliciting in order to protect residents from fraud and crime and to preserve residents' privacy in their homes; and,

WHEREAS, unregulated door-to-door peddling and soliciting constitutes a serious concern for many modern municipalities, including the City of Los Alamitos; and,

WHEREAS, the goal of protecting residents from fraud and crime and thereby promoting the safety and privacy of residences within the City is a legitimate, urgent, and substantial governmental objective; and,

WHEREAS, the City has a legitimate interest in preventing fraudulent or criminal activities which may result from unregulated peddling and soliciting; and,

WHEREAS, the City has a legitimate interest in protecting individuals' privacy by preventing unwanted peddling, soliciting and canvassing; and,

WHEREAS, the City has a legitimate interest in protecting individuals' safety and privacy by reasonably limiting the hours of soliciting, peddling and canvassing in a content neutral manner; and,

WHEREAS, all of these goals may properly be served by regulation which requires peddlers and solicitors to obtain a permit prior to engaging in any peddling or soliciting within the City, reasonably limits the hours of activities and restricts peddling, soliciting and canvassing of occupants where residents have posted a "No Solicitation" or "No Peddling" sign; and,

WHEREAS, placing the initial burden of obtaining a license will not destroy the applicant's First Amendment rights.

THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 5.04.280 of the Los Alamitos Municipal Code is hereby deleted in its entirety.

SECTION 2. Section 5.04.270(D) of the Los Alamitos Municipal Code is hereby deleted in its entirety and amended to read as follows:

“D. Permit. Nothing contained in this section shall be deemed or construed to exempt any such association or organization from complying with the provisions of Chapter 5.50 regarding the activities of peddling, canvassing and soliciting.”

SECTION 3. Chapter 5.50 of the Los Alamitos Municipal Code is hereby added to read as follows:

“Chapter 5.50 – Peddling, Canvassing and Solicitation

Sections:

- 5.50.010 Legislative Findings.
- 5.50.020 Definitions.
- 5.50.030 Notice Prohibiting Peddling, Solicitation and Canvassing.
- 5.50.040 Permit Required – Solicitation and Peddling.
- 5.50.050 Activities Exempt from Permit.
- 5.50.060 Permit Issuance – Solicitation and Peddling.
- 5.50.070 Violation of Permit Conditions.
- 5.50.080 Photo Identification.
- 5.50.090 Prohibited Acts.
- 5.50.100 Hours of Business.
- 5.50.110 Records.
- 5.50.120 Penalties.

5.50.010 Legislative Findings

The City Council finds that persons and organizations have been visiting and continue to visit private residential properties, as well as privately-owned businesses, for the purposes of soliciting or peddling of goods, wares, merchandise or services. Some residents and business owners find these activities to be intrusive upon their privacy. The City Council further finds that a variety of misrepresentations and other frauds are at times employed in such activities. As such, the City Council wishes to enact this chapter for the purposes of protecting the privacy of residents and business owners and minimizing fraudulent practices by persons representing themselves as peddlers or solicitors.

5.50.020 Definitions

Except where the context otherwise requires, the definitions given in this section shall govern the construction of this chapter:

- A. "Canvasser" shall mean any person who engages in canvassing.
- B. "Canvassing" includes the act of any person, whether a resident of the city or not, traveling by foot, vehicle, or any other type of conveyance, who goes from place to place, from house to house, or from street to street:
1. Conducting a poll, survey or petition drive (unless such drive is led and/or sponsored by a local, state or federal governmental body or agency); or
 2. Sharing, communicating or otherwise conveying ideas, views or beliefs; or
 3. Disseminating oral or written information, including, but not limited to, handbills, to a person willing to directly receive such information, whether political, religious, commercial, non-commercial, charitable, or otherwise.
- C. "City" refers to the City of Los Alamitos.
- D. "Handbills" include any commercial or non-commercial handbill, pamphlet, circular, newspaper, paper, newsletter, booklet, poster, leaflet, brochure or other printed or written materials that have been cast, deposited, placed, scattered or thrown onto the property of a business or residence in the absence of a subscription agreement.
- E. "License Collector" shall refer to the city tax collector, financial officer or employee charged with administering this chapter.
- F. "Peddler" shall refer to any person who engages in peddling.
- G. "Peddling" means any person who goes onto the premises of a private residence or business and sells, or offers for sale and delivery, goods or merchandise or services of any kind or description. Peddling shall not include the act of carrying, conveying or transporting milk, dairy products, newspapers or other goods to regular subscription-based customers on established routes.
- H. "Person" means any individual, firm, partnership, joint venture, association, social club, church, sect, denomination, league, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group acting as a unit.
- I. "Solicitor" means any person who engages in solicitation.
- J. "Solicitation" occurs when a solicitor travels by foot, vehicle, or any other conveyance, from place to place, from house to house, or from street to street, requesting money or any other personal or real property controlled by the owner or occupant of the residence or business.

5.50.030 Notice Prohibiting Peddling, Solicitation and Canvassing

- A. No person shall enter upon any residence or place of business and ring the doorbell, or rap or knock upon any door, or create any sound in any other manner calculated to attract the attention of any occupant of such premises, for the purpose of securing an audience with the occupant and engaging in peddling, solicitation or canvassing in defiance of a notice described in section 5.50.030(B), unless there is a pre-arranged meeting between the solicitor, canvasser or peddler and an occupant of the residence or place of business.
- B. Notice by the owners or occupants of any residence or place of business of their unwillingness to receive any uninvited peddlers, solicitors, or canvassers shall be given by displaying a weatherproof card, decal, or sign easily seen from the public

right-of-way or the normal entryway to a house or dwelling. The notice must be placed upon or near the main entrance door to the residence or place of business and must state: "No Solicitors," or words to that effect, with the letters at least one-inch high.

5.50.040 Permit Required – Solicitation and Peddling

A. No person shall engage in solicitation or peddling unless such person obtains a permit from the License Collector, or his or her designee. Any permit obtained is non-transferable unless used on behalf of an employer, corporation, group or organization as described in section 5.50.040(B)(5).

B. The application for the permit, as provided by the city shall contain information about the solicitor or peddler, including:

1. Name and physical description of the applicant.
2. Date of birth, driver's license number or other identification number, and Social Security number.
3. Permanent home address.
4. Local address and telephone number.
5. If employed, the name, address and telephone number of the employer, or if acting as an agent, the name, address and telephone number of the principal who is being represented, with credentials in written form establishing the relationship and the authority of the employee or agent to act for the employer or principal.
6. A statement as to whether or not the applicant has been convicted of any criminal offense, whether felony or misdemeanor, other than minor traffic violations. As to any such offense, the applicant must provide the date and place of conviction, the nature of the offense, and the punishment or penalty imposed.
7. Proof of possession of any license or permit which, under federal, state or local laws and regulations, the applicant is required to have in order to conduct the proposed business, or which, under any such laws or regulations, would exempt the applicant from the licensing requirements of this chapter.

C. Upon submission of the application, the applicant shall pay a processing fee as established by resolution of the city council.

5.50.050 Activities Exempt from Permit

A. Persons engaging in the following activities do not need a permit and are exempt from the requirements of section 5.50.040:

1. Those seeking to obtain contributions or to sell any goods, articles or services of any kind for the support or benefit of any charitable, religious or political purpose; or on behalf of any non-profit association, organization, corporation or project.
2. Those seeking to influence the personal belief of the occupant of any residence or business in regard to any political or religious matter.
3. Those seeking to obtain, from an occupant of any residence or business, an indication of the occupant's belief in regard to any political or religious matter.
4. Those who canvass door-to-door.

5. Those seeking to obtain donations made incidental to canvassing door-to-door on behalf of any charitable, religious or political purpose; or on behalf of any non-profit association, organization, corporation or project.

B. Those solicitors, peddlers and canvassers who are exempt under this section are still required to comply with the requirements set forth in sections 5.50.030, 5.50.090, 5.50.100, 5.50.110, and 5.50.120.

5.50.060 Permit Issuance – Solicitation and Peddling

A. Upon receipt of an application and conclusion of his or her investigation, the chief of police services, or his/her designee, shall recommend that the License Collector issue a permit unless:

1. The applicant made one or more material misstatements in the permit application.

2. The applicant has been convicted, or held liable for, a crime of moral turpitude, or any felony or misdemeanor offense that reasonably and directly indicates a risk to the public.

3. The applicant has had a judgment in an action for fraud, deceit or misrepresentation entered against him or her by any court of competent jurisdiction within ten (10) years prior to the date of the application.

4. The applicant fails to provide proof of possession of any license or permit which, under federal, state or local law or regulations, the applicant is required to have in order to conduct the proposed business.

5. The applicant has previously been convicted for violation of any provision of this chapter, or has had any license issued pursuant to this chapter revoked.

B. The License Collector, or his/her designee, shall notify in writing the applicant of the granting or denial of his or her permit within ten (10) business days of the applicant's submission of his or her application. Sufficient notice shall be given if mailed or delivered to the permittee at the address listed on the application.

C. If granted, the permit shall expire within one (1) year of the date of issuance.

If denied, the License Collector's decision may be appealed pursuant to the same provisions as Chapter 5.04.360 of this code, which address appeals to City Council for denial of building/business permit.

5.50.070 Violation of Permit Conditions

A. A permit issued under this chapter may be subject to a revocation hearing if the License Collector, or his/her designee, finds any of the following:

1. Fraud, misrepresentation or false statement contained in the application for license.

2. Fraud, misrepresentation or false statement made in the course of carrying on the business of the peddler or solicitor.

3. Any violation of this chapter.

4. Conviction of any crime or misdemeanor involving moral turpitude.

5. Conducting the business of soliciting or peddling in an unlawful manner or in such a manner as to constitute a breach of the peace or a menace to the health, safety or general welfare of the public.

B. If the License Collector, or his/her designee, finds that a permit holder's activity is a public health or safety risk, or subjects any individual, or the community, to imminent danger, he or she may suspend the permit, effective immediately, prior to any revocation hearing.

C. In the event that the License Collector, or his/her designee, suspends the permit according to section 5.50.070(B) or determines that grounds exist to warrant the revocation of a permit issued under this chapter, a hearing on such determination will be held in accordance with chapter 5.04.360 of this code and the applicant shall have all appeal rights as set forth in chapter 5.04 of this code.

5.50.080 Photo Identifications

A. Every person, when acting as a solicitor or peddler, shall carry a photo identification showing the person's name and permanent address. In addition, the solicitor or peddler must carry a copy of a valid permit, if applicable, obtained pursuant to section 5.50.040.

B. If acting on behalf of an employer, corporation, group or organization, the solicitor or peddler shall carry written authorization by such third party and a copy of the permit issued to such third party.

C. Permits, identification and authorizations shall be presented upon request by any person approached by the solicitor or peddler for the purposes of soliciting or peddling, and to any law enforcement or city official.

5.50.090 Prohibited Acts

The performance by a solicitor, canvasser or peddler of any of the following acts shall constitute a violation of this chapter:

A. No person shall represent in any manner that the city, or its departments or officers, have endorsed the permit holder or the products, services or causes on behalf of which individuals are being solicited, peddled or canvassed without the written consent of the city manager.

B. No person shall affix any object to, or place any object on, the body of any individual to whom any solicitation, peddling or canvassing is directed without that individual's express consent.

C. No person shall touch, brush up against, or otherwise voluntarily come into physical contact with any person without that person's express consent.

D. No person shall willfully obstruct the movement of any person on any street, sidewalk or other public place.

E. No person shall solicit, peddle or canvass any person that has objected, by words or conduct, to such soliciting, canvassing or peddling.

F. No person shall represent in any manner that the soliciting or peddling is conducted for anyone other than the permit holder.

G. No person shall refuse to identify the permit holder on whose behalf the soliciting or peddling is being conducted when requested to do so by any person contacted by the solicitor or peddler, or fail to truthfully state the uses to which any solicited items will be put when requested to do so by any person being solicited.

H. No person shall threaten any injury or damage to any individual who declines to be subject to any soliciting, peddling or canvassing or who declines to make a purchase, donation or contribution.

I. No person shall accept food stamps as a contribution.

J. No person shall, directly or indirectly, solicit, peddle or canvass for any purpose by misrepresentation of his or her name, occupation, financial condition, social condition, physical or mental health, or residence, and no person shall make or perpetrate any misstatement, deception or fraud in connection with any soliciting, peddling or canvassing for any purpose in the city.

5.50.100 Hours of Soliciting, Peddling and Canvassing

No person shall go upon any residential premises and ring the doorbell, or rap or knock on the door, or create any sound in a manner calculated to attract the attention of the occupant of the residence for the purpose of engaging in or attempting to solicit, peddle or canvass before 8:00 a.m. or after dusk on Monday through Saturday, or any time of day or night on Sunday or any State or Federal holiday.

5.50.110 Records

A. Every person who engages in soliciting or peddling within the city shall maintain a system of accounting whereby written records are kept of all monies collected during the permitted solicitation or peddling activities.

B. Solicitors for charitable purposes must also keep a written record detailing what percentage of the donations collected during the solicitation, including real or personal property, goes toward the charity. This record must be made available, upon request, to the city, or to any resident or business owner who inquires about it.

5.50.120 Penalties

A. It shall be the duty of the chief of police services, or his/her designee, to investigate any complaints of violations of this chapter and to enforce its provisions contained herein.

B. Engaging in solicitation or peddling without having first acquired a permit, if required, or soliciting, peddling or canvassing while failing to comply with any applicable regulation in this chapter constitutes a violation of this chapter. The solicitor, peddler or canvasser will be charged with a separate violation for each day in which he/she continues to practice or engage in the activity.

C. Each person convicted of violating this chapter shall be guilty of an infraction, punishable by a fine of not more than one hundred dollars (\$100.00) for the first offense and not more than two hundred dollars (\$200.00) for the second offense

within a twelve (12) month period. Third and subsequent offenses within a twelve (12) month period shall be a misdemeanor."

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

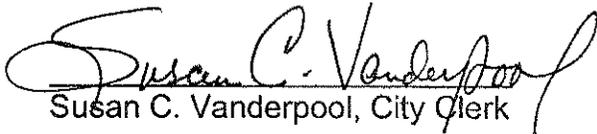
SECTION 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause a summary thereof to be published within fifteen (15) days of the adoption and shall post a Certified copy of this Ordinance, including the vote for and against the same, in the Office of the City Clerk, in accordance with Government Code Section 36933.

PASSED, APPROVED, AND ADOPTED this 21st day of August, 2006.



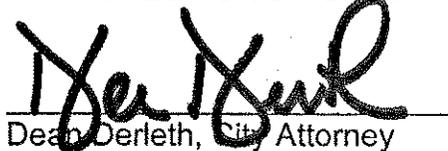
FREDERICK M. FREEMAN, Mayor

ATTEST:



Susan C. Vanderpool, City Clerk

APPROVED AS TO FORM:

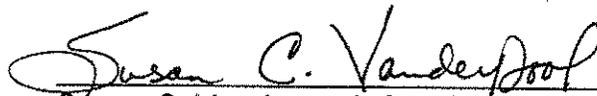


Dean Derleth, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss.
CITY OF LOS ALAMITOS)

I, Susan C. Vanderpool, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Ordinance No. 695 was duly introduced and placed upon its first reading at a special meeting of the City Council on the 31st day of July, 2006 and that thereafter, said Ordinance was duly adopted and passed at a regular meeting of the City Council on the 21st day of August, 2006, by the following roll-call vote, to wit:

AYES:	COUNCIL MEMBERS:	Parker, Driscoll, Poe, Jempsa & Freeman
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None


Susan C. Vanderpool, City Clerk

City of Los Alamitos

Agenda Report Discussion Items

June 6, 2011
Item No: 9C

To: Mayor Kenneth Stephens & Members of the City Council

Via: Jeffrey L. Stewart, City Manager

From: Mayor Pro Tem Troy Edgar, Subcommittee Member
Council Member Warren Kusumoto, Subcommittee Member
Steven Mendoza, Director of Community Development

Subject: Approval of Professional Service Agreement (PSA) with The Planning Center/DCE for General Plan Update and Approval of Corresponding Budget Amendments

Summary: The following is a summary of the consultants considered to complete the City's General Plan Update including rating, interview, and negotiations with the proposers in response to the City's Request for Proposal (RFP).

Recommendation:

1. Authorize the City Manager to approve a Professional Services Agreement with The Planning Center/DCE for the General Plan Update in the amount of \$429,478.00; and,
2. Authorize staff to amend the proposed budget for Fiscal Year 2011-2012 for year one of the Agreement in the amount of \$150,000.00; and,
3. Authorize staff to amend the proposed budget for Fiscal Year 2011-2012 in the amount of \$25,000.00 for the in-house peer review of the General Plan including Engineering, Traffic, and Legal.

Background

Since late 2009 the City of Los Alamitos has been considering updating its' General Plan. Consideration became serious with the development of the 2010 General Plan Subcommittee led by Council Member Graham-Mejia and former Council Member Zarkos. The 2011 General Plan Ad Hoc Subcommittee, led by Mayor Pro-Tem Edgar and Council Member Kusumoto, continued the momentum of the update process.

At the City Council meeting of August 2, 2010, the General Plan Subcommittee presented its' findings regarding its review of General Plan concerns and goals and discussed a direction for the scope of work. The City Council discussed the findings of the Subcommittee and further narrowed the scope. Council instructed staff to incorporate the scope of work into the Request for Proposal.

Discussion

Request for Proposal - The purpose of the Request for Proposal (RFP) was to solicit proposals from consulting firms to draft the General Plan Update for the City of Los Alamitos. The findings of the Subcommittee and the direction provided during the August 2, 2010, Council Meeting were incorporated into the General Plan RFP. Staff released the RFP on August 16, 2010. The RFP was mailed out to consultants that specialize in drafting California General Plans and was placed on the City's Website. The RFP outlined the specifications and costs for consultants to provide in the proposals. The City Council narrowed the scope to the following ten items:

1. Retooling of existing elements.
2. Updating the Background Report to reflect current conditions.
3. Inclusion of the City's Sphere of Influence into the General Plan.
4. Incorporation of Los Alamitos Medical Center Specific Plan.
5. Incorporation of LACE Boundary Changes implemented in 2010.
6. Establishing Land Use within the Los Alamitos Joint Forces Training Base.
7. Incorporate principals of Compass Blueprint Corridor Study including area plan or specific plan.
8. Proposal should provide basis for establishment of Business Improvement Districts and Assessment Districts.
9. Development of new color digitized General Plan Map.
10. Provide, update, and manage an informative dedicated website.

Proposals - The City received three proposals from Orange County based firms whom have lengthy experience in completing General Plan Updates. The firms included: The Planning Center/DCE, Hogle Ireland, and RBF Consulting.

Subcommittee Members and staff developed a matrix divided into categories listed in the RFP. Subsequently, each category was then evaluated by Subcommittee Members Edgar and Kusumoto, along with Community Development Director Mendoza. Each category was given three scores with the totals averaged. The group used a rating scale of 0, 5, 6, 7, 8, 9, 10. A few categories such as "Interview" and "Ability to Cut Costs" were left empty till after the interviews.

Rating/Scoring - Below is a matrix providing the average scoring of the evaluated proposals. The results of the ranking demonstrate that The Planning Center/DCE and RBF Consulting scored with nearly identical numbers, with Hogle Ireland ranked just under nine points of the others.

TABLE 1				
CITY OF LOS ALAMITOS General Plan Proposals - RFP (Point System Rating)		Planning Center/DCE	Hogle Ireland	RBF Consulting
		AVG	AVG	AVG
1	Retooling of existing elements.	9.7	8.0	6.3
2	Update the Background Report to reflect current conditions.	6.0	8.3	5.3
3	Inclusion of the City's Sphere of Influence into the General Plan.	7.7	7.3	6.0
4	Incorporation of Los Alamitos Medical Center Specific Plan.	5.7	4.0	9.0
5	Incorporation of LAFCO Boundary Changes implemented in 2010.	2.3	2.3	4.3
6	Establish Land Use within the Los Alamitos Joint Forces Training Base.	5.3	6.3	4.3
7	Incorporate principals of Compass Blueprint Corridor Study.	6.3	3.3	7.3
8	Proposal provides basis for BID and Assessment Districts.	2.3	3.7	4.3
9	Development of new color digitized GP Map.	8.3	9.0	8.3
10	Provide, update and manage an informative dedicated website	10.0	8.3	9.0
11	Competence in preparing GP and EIR's for Cities under 50,000 residents	9.0	8.7	9.0
12	Experience of personnel assigned to the project	9.0	6.7	9.0
13	Adequacy and availability of staffing and in-house resources	7.0	6.0	8.3
14	Public participation experience	8.7	8.0	7.3
15	Quality of proposal, clearly demonstrating an understanding of objectives	9.3	6.3	6.7
16	Experience of sub-consultants	6.0	5.3	5.7
17	Local familiarity	9.7	5.3	8.7
18	Price	5.0	9.7	7.3
19	Interview	0.0	0.0	0.0
20	Ability to cut costs	0.0	0.0	0.0
21	Responses of references	0.0	0.0	0.0
22	Ability to complete the project in a timely manner	0.0	0.0	0.0
23	Reasonableness of Cost/Creative Financing options	0.0	2.3	2.3
TOTAL AVERAGE SCORE		127.33	119.00	128.67

Interviews - Based upon the scoring above, the Ad Hoc Subcommittee directed City Manager Stewart and Community Development Director Mendoza to conduct interviews with The Planning Center and RBF Consulting. Staff conducted an interview with RBF Consulting on May 3, 2011. In attendance was the RBF team along with their only subconsultant, its economist. The interview lasted approximately two hours.

The second interview was held on Wednesday, May 4, 2011, with The Planning Center. In attendance was the The Planning Center team, which included outside traffic subconsultants. The interview lasted approximately an hour and forty-five minutes.

Separately City Manager Stewart and Community Director Mendoza rated the consultants as represented in the table below.

CITY OF LOS ALAMITOS General Plan Proposals - Interview Rating	Planning Center/DCE			RBF		
	SM	JS	AVG	SM	JS	AVG
Understanding of City's Goals	8	9	8.5	8	7	7.5
Ability to prepare a defensible EIR	8	8	8.0	9	9	9.0
Ability to run successful outreach program	8	9	8.5	7	7	7.0
Ability to express City's growth needs	7	7	7.0	8	7	7.5
Ability to address City's needs at JFTB	8	9	8.5	8	6	7.0
Economist	9	5	7.0	5	0	2.5
Traffic Team	7	7	7.0	9	9	9.0
TOTAL AVERAGE SCORE			54.5			49.5

Reference Checks - Upon completing the interview scoring, Community Development Director Mendoza completed background checks. Staff phoned three references for each proposer. Staff concentrated on obtaining information regarding outreach ability, ability to draft a defensible Environmental Impact Report, and ability to keep within the budget and schedule. All received high marks from the references contacted. The reference checks were significant in building confidence in both firms' ability to complete a General Plan Update for the City of Los Alamitos.

Negotiations - Once the interviews were complete, staff contacted the two interviewed firms. Staff provided direction to each firm to refine their proposals and submit revised pricing.

CITY OF LOS ALAMITOS General Plan Proposals	Original Proposals			Revised Figures	
	Planning Center/DCE	Hogle Ireland	RBF Consul.	Planning Center/DCE	RBF Consul.
Phase 1					
Draft General Plan	272,057	290,929	254,326	248,307	244,241
Phase 2					
Program EIR	192,108	91,460	119,600	153,949	113,840
Phase 3					
Adoption Process	14,680	15,415	13,020	12,360	13,020
Reimbursement	33,315	-	17,500	14,862	10,000
Deliverables	-	8,000	17,500	-	10,000
Project Management	-	11,000	31,140	-	30,820
Direct Costs	-	3,000	-	-	-
Total	\$512,160	\$419,804	\$453,086	\$429,478	\$421,921

Final Consultant Selection - Based upon the proposal rating, interviews, reference checks, and negotiations, The Planning Center is the City's first choice to prepare the City's General Plan Update. Staff had the enviable task of choosing between two outstanding finalists whom could deliver a comprehensive General Plan. The Ad Hoc

Subcommittee, City Manager Stewart, and Community Development Director Mendoza all concluded that The Planning Center was better suited to provide this service.

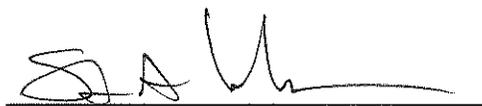
Therefore, it is recommended that the City Council authorize the City Manager to enter into a Professional Services Agreement with The Planning Center for the purpose of updating the City's General Plan.

Fiscal Impact

The General Plan is unbudgeted at this time. The recommended action above includes amendments to the proposed budget for Fiscal Year 2011-2012 in the total amount of \$150,000.00, for the first year of the contract and \$25,000.00, for the cost of legal, engineering, and traffic analysis peer review.

The General Plan has been outlined as an 18 month process. While the proposed schedule anticipates project completion within two fiscal years (July 2011 to June 2013), The Planning Center/DCE is offering an extended financing option that would allow the City to spread payments over three fiscal years (July 2011 to June 2014). Within any single fiscal year, The Planning Center/DCE would charge the lesser of either: (a) actual billings incurred through project-related labor and reimbursables; or, (b) \$150,000.00. This will allow the City to spread the cost of the General Plan Update and EIR evenly across three fiscal years, ensuring that the City's budget is not overly impacted in any individual fiscal year. The Planning Center/DCE would still be permitted to perform work on the project and incur labor and reimbursable costs beyond the \$150,000.00, per fiscal year limit; however, the City would only be charged a maximum of \$150,000.00, in any individual fiscal year.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Jeffrey L. Stewart
City Manager

Attachment: 1) *Professional Services Agreement with The Planning Center*

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / The Planning Center)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the City of Los Alamitos, a California municipal corporation (“City”) and The Planning Center, a California, Corporation (“Consultant”).

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: General Plan Update and corresponding California Environmental Quality Act (CEQA) documentation.
- 2.2 Consultant 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. Consultant 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.

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

3. DEFINITIONS

- 3.1 “Scope of Services”: Such professional services as are set forth in Consultant’s September 29, 2010, 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 Consultant’s fee schedule to City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 “Commencement Date”: July 1, 2011
- 3.4 “Expiration Date”: June 30, 2013

4. TERM

The term of this Agreement shall commence at 12:00 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. CONSULTANT’S SERVICES

- 5.1 Consultant 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 Consultant under this Agreement exceed the sum of Four Hundred Twenty-Nine Thousand Four Hundred Seventy-Eight Dollars (\$429,478.00) unless specifically approved in advance and in writing by City.

- 5.2 Consultant shall obtain a City business license prior to commencing performance under this Agreement.
- 5.3 Consultant shall perform all work to the highest professional standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant 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.*).
- 5.4 During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute and (ii) City has not consented in writing to Consultant's performance of such work.
- 5.5 Consultant 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 Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Brian Judd, Vice President, shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

6. COMPENSATION

- 6.1 City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept in full satisfaction for such services, payment in accordance with the Approved Fee Schedule.
- 6.2 Consultant agrees to allow City to finance payments over three fiscal years (July 2011 to June 2014). Within any single fiscal year, Consultant will charge the lesser of either: (a) actual billings incurred through project-related labor and reimbursable; or, (b) \$150,000.00.
- 6.3 Consultant is permitted to perform work on the project and incur labor and reimbursable costs beyond the \$150,000.00, per fiscal year limit; however, the City would only be charged a maximum of \$150,000.00, in any individual fiscal year.

- 6.4 Consultant 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. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.
- 6.5 Payments for any services requested by City and not included in the Scope of Services shall be made to Consultant by City on a time-and-materials basis using Consultant's standard fee schedule. Consultant 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 Consultant be entitled to increase fees for services rendered before the thirtieth day after Consultant notifies City in writing of an increase in that fee schedule.

7. OWNERSHIP OF WRITTEN PRODUCTS

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

8. RELATIONSHIP OF PARTIES

Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. CONFIDENTIALITY

All data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant 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, 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. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify and protect City as set forth herein.

- 10.2 To the fullest extent permitted by law, Consultant 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 Consultant's alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or any of its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant 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 as 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 fees of litigation.
- 10.3 City shall have the right to offset against any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 10 and any amount due City from Consultant arising from Consultant'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 Consultant under this Section 10 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
- 10.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and 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 Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant 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 Consultant 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 are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Consultant 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 Consultant'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 One Million Dollars (\$1,000,000) including products and operations hazard, contractual insurance, broad form property damage, independent consultants, personal injury, underground hazard, and explosion and collapse hazard where applicable.
- 11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident.
- 11.1.3 Worker's Compensation insurance 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 One Million Dollars (\$1,000,000).
- 11.2 Consultant shall require each of its subcontractors to maintain insurance coverage that meets 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 Consultant 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 thereon at Consultant's expense.
- 11.5 At all times during the term of this Agreement, Consultant shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming the City and its officers, employees, agents and volunteers as additional insureds. Consultant shall, prior to

commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

- 11.6 Consultant shall provide proof 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. Such proof will be furnished 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 an endorsement 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. Consultant 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 Consultant shall be primary to any 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 Consultant's insurance and shall not contribute with it.
- 11.9 All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant, and Consultant's employees, agents or subcontractors, from waiving the right of subrogation prior to a loss. Consultant 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, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond in the amount of the deductible or self-insured retention to guarantee payment of losses and expenses.
- 11.11 Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. MUTUAL COOPERATION

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

13. RECORDS AND INSPECTIONS

Consultant 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

Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant'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 Consultant'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

Steven Mendoza
Director of Community Development
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:

Brian Judd
Vice President
The Planning Center
1580 Metro Drive
Costa Mesa, CA 90720
Telephone: (714) 966-9220
Facsimile: (714) 966-9221

With courtesy copy to:

Sandra J. Levin, Esq.
Los Alamitos City Attorney
Colantuono & Levin, P.C.
300 S. Grand Ave., Suite 2700
Los Angeles, CA 90071
Telephone: (213) 542-5700
Facsimile: (213) 542-5710

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 Consultant. Consultant may terminate this Agreement for any reason on thirty calendar days' written notice to City. Consultant 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 Consultant, then Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement.

18. GENERAL PROVISIONS

- 18.1 Consultant 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 Consultant.
- 18.2 In the performance of this Agreement, Consultant 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 thereof at the head of which it appears, the section or paragraph thereof, as the case may be, and not such heading, shall control and govern in the 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 form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 18.4 The waiver by City or Consultant of any breach of any term, covenant or condition herein contained 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 herein

contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

- 18.5 Consultant shall not be liable for any failure to perform if Consultant 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 Consultant.
- 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 shall be 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 of 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 reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles 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 be 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 Consultant 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 Consultant.

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

“Consultant”
Name of Company or Individual

By: _____
Jeffrey L. Stewart, City Manager

By: _____
Brian Judd, Vice President
Community Planning and Design

Date: _____

Date: _____

By: _____
William Halligan, Vice President
Environmental Services

Date: _____

Attest:

By _____
Adria M. Jimenez, CMC, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A
SCOPE OF WORK

Approach/Scope

HELP US PLAN THE NEXT 50 YEARS

This year, the City is celebrating its 50th anniversary. What better time to reflect on the community's history, assess current conditions, and envision the next 50 years? Our overall approach to the City's General Plan update is to celebrate Los Alamitos, build on its past, protect what is valuable, and be prepared for change. This update will enable the City to position itself and capitalize on change when it is appropriate and desirable. "Help us Plan the Next 50 Years" is one possible theme for the outreach and entire General Plan update.

AN EXTENSION OF STAFF

The Planning Center team will work closely with the City, serving as an extension of staff during the project. If possible, our Project Manager for the consultant team, Colin Drukker, intends to work out of City Hall one to two days per week to better collaborate with the City's General Plan Project Manager, Dani Wray, and other City staff. Colin lives just a few miles away and would also be available on-call for planned or impromptu Planning Commission, City Council, or internal meetings.

Mr. Drukker's presence at the City would create greater opportunities for daily or weekly discussions to occur not only within the Community Development Department, but also between all City departments. It is important to note that we will bill the City in accordance with our proposal and contract. Mr. Drukker's time will be billed only when he is working on the City's General Plan and not simply because he is physically present. By working out of City Hall, Colin will also be able to more efficiently hold monthly status meetings with Ms. Wray and other City staff.

Our desire to use Tom Oliver, the City's Community Development Intern, as a part of our team also stems from our approach to serve as an extension of staff. We would work with him in a manner deemed appropriate by the City, both in the coordination of pay and schedule, to more directly integrate City staff into the General Plan update. Mr. Drukker will work with Ms. Wray to appropriately direct Mr. Oliver in preparing much of the background information and preparing for outreach activities.

As shown in our budget, we plan on using him throughout much of the General Plan. We plan on using Mr. Oliver up to 20 hours per week—time that would not have to overlap with his internship hours. Tom's involvement may also free up Ms. Wray's time so that she can become more involved in the preparation of the General Plan.

Furthermore, because Tome would continue to work at the City, The Planning Center would incur little in the way of overhead expenses and could charge his hours to the City at roughly half the price of an entry-level planner employed at The Planning Center. His constant presence at and sole focus of working for the City also reduces the number of hours needed to complete many tasks. In this manner of creative cost structures, we have been able to reduce the budget by \$20–40,000.

PROJECT APPROACH AND OBJECTIVES

This proposal includes two approaches for the City to consider, as well as a possible selection of optional tasks that may augment either approach. The first and primary approach is a streamlined effort that focuses on an area plan for the corridors and assumes no official change for the JFTB, although it does envision how redevelopment might occur.

The second approach offers our team's military base reuse planning and design expertise to thoroughly evaluate the long-term redevelopment potential of the JFTB and establish formal land use plans in the General Plan. We feel there are also six project objectives that should guide our approach.

1. Strive for Fiscal Sustainability. The General Plan update should answer two fundamental economic development questions. What is the appropriate balance among residential, retail, office, and industrial uses in Los Alamitos? And how can City Hall work with businesses, community organizations, property owners, and developers to achieve the appropriate balance? Inherent in these two questions are myriad interrelated issues, including quality of life for residents, fiscal sustainability for the municipality, and traffic and other environmental impacts. Economics is not separate from these issues in reality, and it should not stand alone in the General Plan. The General Plan should help the community achieve a mix of land uses and economic activity that will continue to attract new private sector investment and that will generate a positive balance between municipal revenues and expenditures.

2. Engage Rossmoor. An emphasis needs to be placed on inviting the residents and businesses of Rossmoor into the General Plan process. Past actions and fears surrounding cityhood and annexation can be partially resolved by engaging people in the Rossmoor community, with the potential to improve their perspective on being in the City's sphere of influence and ideas surrounding potential future annexation.

3. Craft an Area Plan for the Corridors. The General Plan will include an area plan that refines the Commercial Corridors Plan with greater detail regarding land use, circulation, and development standards. This approach can be a cost and time efficient tool to generate change along the corridors.

4. Update and Modernize. The contents and appearance of the 2010 General Plan document need to be updated and modernized. The elements are to be retooled and background information should be revised to reflect current conditions, the city boundary and sphere of influence adjustments, and the forthcoming Medical Center Specific Plan. The format of the new General Plan should be attractive and accessible for a variety of users, including a color digitized land use map.

5. Implementation is the Key. The City's General Plan Subcommittee found that the goals and issues in the 2010 General Plan still reflect the Los Alamitos of today as well as where it wants to go. Members of the City Council stated that the City needs to get back on track, with an implied emphasis on more effective implementation. The Planning Center will work with the City to review the 2001 Strategic Plan, current budgets, and the existing General Plan implementation actions to revise and retool the General Plan implementation actions to be more focused and tied into the City's policy and management structure.

6. Envision the Future of the JFTB. The JFTB is approximately the same size as the current non-military area of Los Alamitos. Its future redevelopment could double the City's physical size, fundamentally change circulation patterns, significantly enhance the City's ability to attract and retain retail dollars, increase property tax revenues, create the potential for amenities that elevate the City's already high standard of living, and allow Los Alamitos to remain a small city while adding tremendous resources. Identifying the City's desired vision for this area is a priority in either project approach selected. Understanding the potential for land use changes is important and would help ensure the City is prepared for change—even if it is 20 years away.

“My experience is that individuals assigned to my projects by The Planning Center were dedicated to serving the City in a professional way and brought to their work a creative, problem-solving attitude.”

—Mark D. Lloyd
Development Services Director
City of Stanton

WORK PROGRAM

The following work program represents our team's primary approach and focuses on an area plan for the corridors, with high-level visioning conducted for JFTB. An alternative approach that identifies the steps needed to evaluate the long-term redevelopment potential of the JFTB and establish formal land use plans in the General Plan is presented later. While the same task structure is used, those tasks in the alternative approach are identified with an "A" following the task number.

PHASE 1 DRAFT GENERAL PLAN

Task 1 Coordination Meetings

The City staff and consultant team must work in tight collaboration if the work envisioned is to be completed with the desired quality and within the time and budget allowed.

1.1 Kick-off Meetings

Kick-off meetings will be held at the project's initiation, the start of land use planning efforts, and before beginning the CEQA analysis. As requested by the RFP, a series of kick-off meetings will be held with City Staff, the Council Subcommittee, and the Planning Commission.

City Staff. The initial kick-off meeting will be held with City staff and accomplish several tasks, including:

- + Introducing key participants
- + Sharing expectations for the project
- + Refining the scope of work and schedule
- + Establishing communication protocols
- + Identifying potential project pitfalls and strategies to address them
- + Defining the roles of anticipated key project stakeholders, including outside agencies, organizations, and individuals
- + Discussing ongoing projects or programs, such as the Downtown Revitalization and Medical Center Specific Plan, that could potentially affect the project
- + Reviewing project data needs and obtaining data from City staff

Although many members of the consultant team are familiar with the City through their background and/or previous work, we envision that the initial kick-off meeting would conclude with a tour where City staff can further identify opportunity sites, problem areas, challenges, and issues the General Plan should address.

"I really appreciated that The Planning Center had our interests foremost in their minds and they did the best possible job that could be done in our behalf. It made them stand out from other consultants in their field."

—John Wright
Director of Planning & Development Services
City of Clovis

A second kick-off meeting will be held with City staff in advance of major land use planning and visioning for the City (including the JFTB) to review the results of initial public outreach efforts and our findings on issues, opportunities, constraints, and goals. The third kick-off meeting with City staff would take place after the land use plan has been finalized to discuss the next phase of the project, the CEQA analysis.

Planning Commission. A kick-off meeting will also be conducted with the Planning Commission at a public meeting following the contract's execution. The Planning Center will work with City staff to introduce the project team to the Planning Commission, summarize the scope and schedule, discuss actions to be taken within the following two months, and field initial questions from the Planning Commission and general public. This may also be a good time for the Planning Commission to identify ongoing or current issues that the City is struggling with and that might be addressed to varying degrees in the General Plan.

Council Subcommittee. A kick-off meeting will be held with the Council Subcommittee as part of its first meeting and is covered in Task 5.

1.2 Monthly Status Meetings with City Staff

We are also proposing monthly meetings between the project managers from the City and consultant team, as well as other key members as appropriate, to discuss the status of ongoing and future work. These meetings will keep the City informed, review progress, identify next steps, and generally prevent the project from getting sidetracked or stalled. These meetings are generally envisioned to last no longer than a half-hour and could take place either before the City officially opens at 7:30 AM, during lunch, or at a time convenient for the City. A monthly status report would be provided in advance of each meeting.

Deliverable(s):

- + Kick-off meetings with City staff (3)
- + Kick-off meeting with Planning Commission (1)
- + Status meetings and reports (monthly)

Task 2 Project Website

A project website is increasingly considered standard practice for large planning projects. A website provides 24-hour access to project information such as meeting notices, survey materials, background data, presentations (PowerPoint or video), and draft documents.

“Excellent report and follow-up. This is exactly how this process should work and the team is to be commended! Great micro-focus with local concern. Thanks to the entire Team.... You are the model for how to make this all work for our communities!”

–Fred Latham,
City Manager City of Santa Fe Springs

We will maintain a separate project website that is accessed through both a link from the City's main website and a separate address. As we did in the Commercial Corridors project, we will create a distinct branding for the General Plan update, starting with a project website that is designed to appear as an extension of the City's main website—distinct but complementary. A part of the branding effort is to create a unique domain name or address that is easy to remember and type. Some domain names/addresses that are available include:

losalgeneralplan.com	losalgp.com	losalamitosgp.com
next50years.com	planningthenext50.com	envisioniosal.com
losal2030.com	losal2040.com	losal2050.com

The website interface will be clean, simple, and easy to navigate. The Planning Center and its team have maintained project websites for public and private sector clients, with a focus on general plans, visioning efforts, and specific plans. An example of an active project website created by The Planning Center is www.venturacountycompact.org, developed to provide information to and obtain input from the public during a multi-jurisdictional visioning effort. The Planning Center also created companion Facebook and LinkedIn webpages to encourage additional interest in and awareness of the project.

Other website experience includes the creation of website designs and content for project websites hosted directly by the client, such as www.ontarioplan.org (The Planning Center), and information and service websites such as environmentalrisk.org and coolconnections.org (The Planning Center and Fehr & Peers, respectively).

For the Los Alamitos General Plan update, we will design the website interface, generate its content and materials, and host the site either on our own servers or through a third party (Wordpress or Intuit). All design and content will be provided to the City for review and approval before it is made public. Materials and documents accessed through the website will be processed through a compression format that minimizes file size while maintaining print quality. We also have the ability to embed video content, such as public meetings or presentations, directly on the site.

Our proposal includes time to assist the City in migrating the project website's material to the City's website after the General Plan is adopted. Some jurisdictions prefer to retain much of the update content and format while others favor a more streamlined approach that focuses on the adopted General Plan document.

Deliverable(s):

- + Project website, including maintenance for the duration of the project
- + Transition package of website content and links

Task 3 Initial Community Outreach

Public outreach efforts conducted for general plan updates can range from minimal to extravagant. The key is to strike the right balance for Los Alamitos so that outreach is effective without becoming unnecessarily excessive. Additionally, the outreach program needs to consider what would motivate the community to become more engaged and help preserve and improve their community for themselves and their children. Thirdly, community outreach conducted for the General Plan update needs to be seen as distinct from and not duplicative or repetitive of outreach done for the corridor or medical center efforts.

"I wanted to take this opportunity to commend you on the significant efforts that The Planning Center put into the Plan. The timeliness of all your deliverables allowed us to meet critical time schedule needs."

–Christine Shingleton
Assistant City Manager City of Tuslin

Outreach Objectives

The broad objectives for general plan outreach efforts are:

- + Educate the public about the City and its history
- + Obtain public input
- + Develop an overall vision
- + Generate consensus while quelling concerns and opponents
- + Build capacity for future public outreach and education
- + Engage key stakeholders to perpetuate long-term involvement

The unique context and issues surrounding Los Alamitos introduce an additional set of outreach objectives:

- + Engage the residents of Rossmoor, making them feel like they have a voice in the future of Los Alamitos
- + Obtain input from the City's current businesses and attract interest from prospective businesses located outside of Los Alamitos
- + Address the unique planning context of an active military training base
- + Raise the profile of the General Plan and establish a greater connection to current planning and implementation efforts

Based on these objectives, this proposal recommends an outreach program (in addition to the project website) consisting of a public survey, fact sheet, periodic newsletters, media relations, focus group/stakeholder meetings (see Task 4), a General Plan subcommittee (see Task 5), and a community workshop.

Our team's personal and professional history with the City and Rossmoor gives us a unique combination of first-hand knowledge and credibility

with the community. Additionally, Colin Drukker, the overall Project Manager, lives just two miles from the City and is able to conduct formal and informal outreach during working hours, evenings, and the weekend. As a benefit of our relationship with both the City and Rossmoor, the recommended outreach program is designed to be comprehensive without being cost prohibitive.

3.1 Public Survey and Fact Sheet

Conducting a survey enables the City to build awareness while collecting input on a wide range of issues: needs, priorities, general satisfaction, desired areas of improvement, and City messages. In Los Alamitos, a survey may be a good way to reach residents that typically do not attend City Council meetings, but have opinions about the community's future or other issues. A general fact sheet helps introduce the General Plan update to the public, provides answers to initial questions on the purpose and scope of the update effort, and supplies basic contact information for the City and project website.

We were able to obtain valuable input from the survey conducted for the Commercial Corridors project and would recommend a similar combination of hard copy and web-based (Survey Monkey) survey and fact sheet distribution. This survey and fact sheet should be completed soon after the project's kick-off so that it can be distributed at the City's 50th Anniversary Gala on November 20, 2010.

To obtain more responses and minimize mailing costs, we would recommend working with the *News Enterprise*, the *Sun*, Rossmoor Homeowners Association, Rossmoor Community Services District (CSD), and Los Alamitos Unified School District (LAUSD) to distribute a hard copy of the survey either as an inset article/ad or direct insert into their newspaper or newsletters. Working with these organizations could offer excellent coverage for the 9,000+ residential and business addresses in Los Alamitos and Rossmoor, as well as those adjacent to the City. This proposal assumes that the City would be responsible for any advertisement, placement, or postage fees associated with the distribution of the surveys and/or fact sheets.

We would recommend the additional distribution of surveys at key places in and around the City, including:

- + **Los Alamitos Medical Center.** Given the medical center's specific plan and participation in the corridors plan, the property owners or

management could distribute the survey to their employees and in key areas of the hospital.

- + **Los Alamitos High School.** Given that the students are likely more tech savvy than their parents, the Survey Monkey option could be great for them. A survey handout would contain easy step-by-step instructions. We would just need the City to meet with someone at the school(s) to distribute/collect the handouts. A few dozen color copies could be provided for each classroom, with black and white copies easily being provided to take home. If the reception is good at the school, we could even entertain a focus group with high school students.
- + **Public Uses.** Public uses, such as the Civic Center Complex, Los Alamitos/Rossmoor Library, the Chamber of Commerce, and the JFTB are great locations to distribute materials, with special care and consideration given to working with the Regional Military Affairs Committee. Those who visit or work at these locations tend to be more civic minded than the general populace and could provide input while spreading the word to their friends, family, and co-workers.

3.2 Periodic Newsletters

Newsletters would be issued at key points throughout the project to: 1) stimulate interest among stakeholders and area residents and educate them on issues being addressed in the update; 2) advertise workshops and encourage participation; 3) provide quality, targeted information about the planning process and issues; and 4) establish an awareness of the project in the community.

These educational pieces would maintain a consistent format and style tied to the overall branding of the General Plan update to perpetuate a clear public image and identity for the project. Newsletters could be made available at the aforementioned facilities and organizations, posted on the project website, and distributed through other partners and organizations.

Once the initial format of the newsletter has been crafted, the incremental costs of preparing subsequent newsletters are low. This proposal includes a series of four newsletters distributed over the course of the update effort. The survey results would be distributed as part of the first newsletter, with updates provided in subsequent newsletters. The newsletters could be designed as self-mailers and mailed using a bulk postage rate or as inserts for distribution in the same manner as the public surveys. This proposal assumes that the City would be responsible for the cost and labor of any distribution of the newsletters through private or public mail service.

3.3 Media Relations

News on matters related to the City of Los Alamitos and Rossmoor is distributed through local print, public television, and a number of Internet news sites/blogs. The City's public meetings are generally covered by *News Enterprise* editor Brian Smith, whose articles are also reprinted in the *Sun*. Public meetings held by the City Council, Rossmoor CSD, and LAUSD are broadcast by Los Alamitos Community Television (LATV). LATV produces a television program called *Your Los Al*, which could be used to highlight and advertise key topics or events.

There are also several independent citizens that host news sites/blogs on the Internet. The Planning Center has allocated 20 hours of time to work with the City in providing materials and information to members of the media during the General Plan update project. Our standard policy is to refer any questions or inquiries from the media directly to the City's project manager or Community Development Director. Members of our consultant team can, however, be available to provide information to or answer questions from the media if directed and approved by the City in advance.

Focus Group/Stakeholder Meetings

See Task 4.

General Plan Subcommittee

See Task 5.

3.4 Community Workshop

A community workshop is the City's opportunity to engage a broad range of people through one-on-one discussions, group presentations, workshop activities, and exhibits. As the City is largely built out (excluding the JFTB) and does not anticipate major changes in land use, there is little need for multiple workshops.

We recommend that a community workshop take place during the early stages of land use planning and base visioning (Task 8.2) to expose the public to initial concepts for the corridor area plan, discuss the citywide land use plan (including Rossmoor) and citywide vision, and explain the long-term role of the JFTB in the General Plan update.

The workshop would take place over two to four hours, starting with a general presentation that introduces the public to the General Plan update; summarizes citywide issues, opportunities, and constraints;

presents initial concepts and ideas for the various focus areas; and concludes with a draft citywide vision.

The workshop would transition to a 30- to 60-minute exercise where a combination of City and consultant planners and designers would lead groups of 8 to 10 individuals through a discussion on the focus areas (corridor/downtown area, Rossmoor, and the JFTB) and the citywide vision. The results of the group exercises would be shared, tallied, and discussed. Key members of the City and consultant team would then provide an overall summary of the workshop and communicate the project's next steps.

The primary goals of the workshop are to educate the public about the General Plan update, obtain focused input on the focus areas, and achieve general consensus on the citywide vision. The workshop should be held during the day on a weekend to maximize the ability of people to attend. We assume that the workshop could be held at the Los Alamitos Community Center or another large public facility, with the rental fees and refreshments covered by the City.

"The Planning Center staff kept us informed throughout the process and was always just about one step ahead of us on issues. I would highly recommend The Planning Center to anyone wishing to engage their services. They were effective communicators and professional staffers whose knowledge within the specific fields they were tasked to evaluate was excellent. I would gladly work with any of them again."

-Scott Mikesell, Director Department of Parks & Recreation City of Palm Springs

Deliverable(s):

- + Public survey (50 color hard copies, 50 b/w hard copies, a PDF, and an online survey)
- + Fact sheet (50 color hard copies, 50 b/w hard copies and a PDF)
- + Newsletters (4 issues, 50 b/w hard copies of each issue and a PDF)
- + Media relations materials (20 hours of labor and up to 10 graphics in electronic format)
- + Community workshop (attendance and participation, and workshop materials: 10 large-scale maps or boards, a PowerPoint presentation (electronic only), and 50 b/w copies of workshop handouts)

Task 4 Focus Group Interviews

The Planning Center worked successfully with the City to conduct interviews with key city leaders and stakeholders as part of the Commercial Corridors Plan. This group of stakeholders was selected by the City with the knowledge that the (non-City) individuals may also play a role in the General Plan update. Our experience in conducting General Plan updates indicates that outreach conducted with key stakeholders and organizations/agencies is often the most effective and useful part of a project's outreach activities. Such individuals and organizations generally have a vested interest in the community, could likely play a role in implementation efforts, are usually well connected, and can assist in spreading the word.

4.1 Interviews

We would recommend that all of the individuals who participated in the Commercial Corridors Plan be interviewed again as part of the General Plan update. This stakeholder list included representatives from the City, Chamber of Commerce, Medical Center, property and business owners, commercial and residential real estate, OCTA, and local residents.

In addition, we feel that a number of additional meetings/discussions should be held between the City, members of the consulting team, and key members of outside agencies and organizations to discuss the General Plan, future projects, the citywide vision, and activities for greater coordination and understanding. A preliminary list of individuals and organizations are listed below.

City of Los Alamitos

- + Other members of the City Council
- + Other members of the Planning Commission
- + Sphere of Influence/Annexation-Rossmoor Ad Hoc Subcommittee (currently consists of Council members Poe and Edgar)
- + Other City department heads

Other Agencies, Jurisdictions, and Organizations

- + Rossmoor CSD
- + Rossmoor Homeowners Association
- + JFTB, Base Commander and Community Relations Officer
- + Regional Military Affairs Committee (Chair is a City Council candidate for the November 2010 election)
- + LAUSD
- + Services and utilities (Golden State Water, Rossmoor/Los Alamitos Area Sewer District, Verizon, Caltrans, and others from the County of Orange, City of Seal Beach, and the City of Cypress)
- + Civic and faith-based organizations (e.g., Rotary Club, Casa Youth Shelter, St. Hedwig Catholic Church, Cottonwood Church)

Other Focus Groups/Interviews

- + Current business in Los Alamitos and Rossmoor (either individuals or through additional discussion with the Chamber of Commerce)
- + Businesses located outside of the City that are in desirable industries and may relocate to Los Alamitos—especially businesses along the 5 Freeway in La Mirada, Cerritos, Norwalk, and Santa Fe Springs that may be subject to or impacted by the freeway widening project.

This proposal assumes time and budget for the consultant team to conduct interviews with up to 25 of these individuals/groups. As part of the Commercial Corridors project, we found that the two-day interview

format was both effective and efficient for all parties involved, and we recommend a similar format extended over four days (sequential or intermittent), augmented by up to 10 meetings with stakeholders at their place of business or office.

The Planning Center will work with City staff to determine the appropriate contacts, participants, and subject material for any interagency or organization meetings. We would also invite members of these organizations to the community workshop described in Task 3.4.

4.2 Focus Group Meeting

As we did in the Commercial Corridors Plan, we anticipate convening later in the General Plan update to close the loop with those individuals and organizations interviewed as part of Task 4.1. A two-hour group meeting would be held at City Hall with approximately 15–20 individuals to discuss the update's progress, initial land use concepts, and any significant shifts in policy. By reconnecting in this manner, those interviewed earlier will continue to feel connected to the project and serve as champions during the final steps of the update process and even after its adoption during implementation activities.

Deliverable(s):

- + Focus group/stakeholder interviews (up to 25 interviews)
- + Focus group meeting (attendance and participation, and meeting materials: 2 large-scale maps or boards, a PowerPoint presentation (electronic only), and 25 b/w copies of workshop handouts)

Task 5 Council Subcommittee

The City Council established a subcommittee to review the existing General Plan. This subcommittee consisted of Council members Graham-Mejia and Zarkos, who met roughly 10 times and have become very familiar with the purpose and content of the General Plan as well as the Commercial Corridors Plan.

This subcommittee should be continued and is described in the RFP alternatively as a Council Subcommittee or a Technical Advisory Committee. For the purposes of this proposal, we assume they are one and the same and will refer to the group as the General Plan Technical Advisory Committee (GPTAC) to distinguish it from the previous subcommittee.

The Planning Center recommends that the GPTAC consist of members from the City Council, Planning Commission, and department heads to

provide ongoing and specific guidance throughout the update process. One of the primary objectives of this General Plan update is to create a better platform for implementation. By including decision makers and department heads throughout the entire process of the update efforts, the City will unveil the importance and role of the General Plan throughout all aspects of city management and operations, and create opportunities for stronger internal coordination.

The Planning Center would meet with the GPTAC a total of six times during the project. Each meeting would last approximately one to two hours and take place at City Hall. In these meetings, we will focus especially on those issues and aspects of the General Plan that will have a direct or indirect impact on the work plans and short term objectives of various departments, ensuring that these work plans and objectives are closely aligned with the General Plan's land use plan, goals, and policies.

The following provides a recommended set of agendas and schedules. The purpose and scheduling of each meeting could easily be adjusted to better fit the needs of the City and the project.

GPTAC Meeting 1

The kick-off meeting would take place approximately one month into the project and provide an overview of the update effort, allow for a review of the previous subcommittee's recommendations, prompt discussions about opportunities and constraints, and create the foundation for a draft citywide vision.

GPTAC Meeting 2

The second meeting would be scheduled to review the findings of Tasks 6 and 7, discuss the results of the public survey, review land use assumptions, and generate a working vision that will drive the land use planning stage of the project. Additionally, the GPTAC would have the opportunity to provide City staff and the consultant team with direction on the community workshop scheduled soon after (see Task 3.4).

GPTAC Meeting 3

A third meeting would take place after the community workshop and obtain input and direction from the GPTAC regarding initial land use planning concepts for the area plan and JFTB. This meeting would also provide the GPTAC with the opportunity to confirm and further refine the citywide vision.

GPTAC Meeting 4

The fourth meeting would be scheduled near the end of the land use planning task and after the focus group meeting (Task 4.2). The GPTAC would be presented with a summary of the public outreach results, the final draft land use plan for the City and Sphere of Influence (SOI), and the final draft land use concepts for the JFTB. At the end of the meeting, the final draft citywide vision would be confirmed. This meeting would also precede the first confirmation study session, which would obtain informal approval of the citywide vision and land use plan as the project description for the initial study and kick off Phase 2 of the update.

GPTAC Meeting 5

Approximately two months later, the GPTAC would meet for a fifth time to review key changes in the General Plan elements and the preliminary results of the traffic study. The consultant team would also explain the purpose of land use alternatives required by CEQA, a part of the EIR process that can be confusing for decision makers and the general public and lead to problems during the public hearing phase.

GPTAC Meeting 6

The last meeting would give the GPTAC an opportunity to discuss and provide final direction (if needed) on some of the larger issues in the final draft General Plan and EIR documents at the start of the draft EIR 45-day public review period.

Deliverable(s):

- + General Plan Technical Advisory Committee meetings (6 meetings, including meeting agendas and packets)

Task 6 Issues, Opportunities, and Constraints

The Planning Center and Fehr & Peers have already analyzed much of the City and Rossmoor through the Commercial Corridors project. The analysis was comprehensive and included eight categories:

History and culture	City/JFTB/ SOI boundaries	Existing land use patterns
Existing regulations	Mobility and circulation	Public/social infrastructure
Community structure	Economics and the market	

The consultant team will expand and refine the above analysis to create updated information for use in other tasks and the background components of the General Plan elements and EIR.

“I am impressed by the quality of The Planning Center’s work product and ability to deliver quickly and within budget. More importantly, I am extremely satisfied by The Planning Center’s attitude towards work conducted in our City. It is clear that the achievement of Gardena’s goals is The Planning Center’s number one priority. We plan on continuing to work with The Planning Center in the future and recommend them highly for any work in the City of Gardena.”

–Kathy Ikari City of Gardena

Areas where we expect to conduct additional analysis to cover areas or information not already covered in the Commercial Corridors project are listed below. The Planning Center has teamed with Fehr & Peers and Fuscoe Engineering to provide the City with expertise in circulation and infrastructure planning, particularly in the context of military base redevelopment.

- + **Future development of the JFTB**, including a discussion of the unique nature of the base relocation and closure process, environmental cleanup implications and responsibilities, land capacity, infrastructure conditions and connections, market trends for residential and non-residential demand
- + **Retail, office, and industrial areas outside of the two corridors**, with a focus on the positioning of existing uses and the potential for new uses to be brought into the City
- + **Bike and pedestrian circulation**, including both an expanded analysis of the citywide network and a more focused analysis for the area plan. The Planning Center and its team members can also provide additional design recommendations through a review of conceptual designs for the improvement of Los Alamitos Boulevard.
- + **Infrastructure capacity and improvements** (water, sewer, and storm drain) in the City, SOI, and connections in adjacent jurisdictions
- + **Areas of change to the Zoning Code** due to the General Plan update, with a special focus on potential new zoning regulations for the corridor area plan. (It is our understanding that the City will be responsible for any zoning changes and we will work with the City to evaluate and recommend possible zoning amendments.)

This information, along with a refined presentation of the previously analyzed issues, opportunities, and constraints will be summarized in a memo organized by General Plan element. Work conducted in this task will also overlap with work conducted during community outreach, updating the General Plan element background technical reports, and preparation of the EIR.

Deliverable(s):

- + Issues, opportunities, and constraints memo (PDF copy)

Task 7 Issues and Goals

The City Council subcommittee tasked with reviewing the issues and goals of the existing General Plan completed its analysis and made recommendations that were subsequently confirmed by the City Council. The Planning Center will review these recommendations with the GPTAC at its first scheduled meeting and incorporate the findings into the updated General Plan elements in Task 8.

Deliverable(s):

+ Policy review incorporated into Task 8

Task 8 Draft General Plan

The preparation of a Draft General Plan will start from the onset of the project, beginning with an inventory of existing conditions and paced to respond to and incorporate findings from outreach; interviews; meetings; and analysis of goals, issues, opportunities, and constraints conducted in other tasks.

Format. One of the primary objectives of the update effort is to modernize the General Plan document itself. The new General Plan documents will be generated using Microsoft Word in a format that is similar to the style used for the recently updated Housing Element. The text will be written in a clear and concise manner that can be easily understood and implemented by decision makers, City staff, and the general public. The elements will be annotated with photographs, illustrations, and maps to provide a more dynamic and informative document. In the end, the General Plan should be attractive and accessible for decision makers, City staff, and members of the general public.

Number of Drafts and Reviewing. The Planning Center will prepare screencheck drafts of each element for review by City staff. The City will be responsible for distributing the elements internally for review and will provide The Planning Center with a single set of consolidated comments. From these comments, The Planning Center will then prepare a Draft General Plan document suitable for public review. After the Draft General Plan has been distributed for public review, The Planning Center will process and track changes in Microsoft Word. A Final Adopted version of the General Plan will be delivered to the City at the end of the project.

Implementation. Another objective of the General Plan update is to create more focused implementation actions to keep the City on a path

to achieve its desired goals and overall vision. The City's 2001 Strategic Plan provides a comprehensive presentation of goals, objectives, and actions and further evaluates the cost, timing, and responsibility for their implementation.

The direction contained in the Strategic Plan is appropriately more detailed and focused when compared to the implementation actions provided by the General Plan. Although it is our understanding that the Strategic Plan has not been frequently referenced over the past years, it still may contain valuable direction and information that could inform the General Plan update.

Included in the following tasks is time for The Planning Center to review the 2001 Strategic Plan, the City's current budgets, and the existing General Plan implementation actions. From this analysis, The Planning Center will revise and retool the General Plan implementation actions to be more focused and tied into the City's policy and management structure.

Task 8.1 Land Use Inventory and Database

Creating an accurate inventory and database of a city's existing land uses is one of the most important activities in a General Plan update. This inventory provides the baseline setting against which a revised land use plan will be measured as part of the EIR. Building an accurate database is especially important in smaller, built-out cities like Los Alamitos, where even small errors can lead to unnecessary or insufficient mitigation measures—either of which could cost the City millions of dollars in future planning efforts and improvement activities.

In most cases, we rely upon data provided by the City or County Assessor. However, we have found through numerous recent projects in Orange County jurisdictions that data from the Orange County Assessor is generally incomplete and/or inaccurate. It is not uncommon for the assessor data to be inaccurate for upwards of 40 percent of an entire jurisdiction.

Fortunately, both through its work in the Commercial Corridors project and personal knowledge, The Planning Center has already mapped all of the existing land uses in Los Alamitos, including the boundaries of the City's residential neighborhoods. The Planning Center will refine its existing land use inventory and database through additional site visits and working with City staff and the JFTB Base Commander. This information will be input as a layer to work with the City's current GIS

database; The Planning Center is already in possession of other GIS information through its recent work with the City.

As a part of this existing land use database, The Planning Center will generate factors, assumptions, maps, and statistical tables used elsewhere in the General Plan update and EIR. Types of data include:

- + Distribution and acreage in each land use category
- + Population density (using latest available data) and building intensity
- + Number of dwelling units
- + Vacant land
- + Inventory of open space, parks, and recreation facilities
- + Inventory of schools, library, and other public and municipal facilities
- + Number of employees and employment generation factors

This data will then be used to generate a set of land use assumptions for buildout conditions for each land use category, including population, housing, non-residential square footage, and employment. These assumptions are the lynchpin in determining the potential for environmental impacts in the EIR. A draft of the existing condition and buildout assumptions will be presented to City staff and at the second GPTAC meeting for review and approval. Additionally, the land use inventory will be used to update the background technical report that supports the Land Use Element.

Task 8.2 Alternative Land Use Plans

The City of Los Alamitos has little vacant land and already contains an intensity of residential and non-residential development that is a hybrid of suburban and urban environments. Additionally, the City's most intense use, the medical center complex, is already processing a specific plan and EIR to expand within its property. Finally, the City has already evaluated the property within its two major commercial corridors, including roadway designs for Los Alamitos Boulevard (the construction of which will parallel the schedule of the General Plan update). In other words, the City does not need major land use alternatives that present and evaluate significantly different futures.

The City does, however, need to consider the potential impacts of redevelopment along its corridors and demonstrate the inclusion of Rossmoor as its SOI in the citywide land use plan. This task also provides for visioning efforts for the JFTB and the preparation of project alternatives for the EIR.

Citywide Land Use Plan. As part of the Commercial Corridors Plan and in a presentation to the City Council, The Planning Center recommended that the City create an area plan for the corridors as part of the General Plan. An area plan, matched with appropriate revisions to the Zoning Code and the commercial design guidelines presented in the aforementioned plan, would be just as effective as a specific plan and would also reduce the necessary time and cost to implement change.

This task would allow the City and consultant team to incorporate the principles and confirm the land use concepts envisioned in the Commercial Corridors Plan, including a formal assessment of the potential impacts or improvements associated with the City's circulation and infrastructure systems. The General Plan will benefit from analysis already conducted for the Medical Center Specific Plan EIR (primarily as it relates to traffic).

The General Plan land use plan should also formally include Rossmoor as the City's SOI. Although no changes are envisioned for the area, issues surrounding potential future annexation and the community's role in the future of Los Alamitos remain at the forefront for many Rossmoor residents and businesses. Any General Plan graphics, especially the land use plan, must treat Rossmoor with special care to allay the fears of Rossmoor residents and business owners, while also appropriately reflecting and planning for the area as the City's SOI.

A citywide land use concept would be drafted and presented to members of the focus group interviews (see Task 4.2), the GPTAC as part of its third meeting (see Task 5), and the general public through the community workshop (see Task 2.4). After comments are received, we will revise the land use plan and present it to the GPTAC during its fourth meeting (see Task 5). The land use plan will be finalized after the first confirmation study session (see Task 8.21), providing the City with a project description for the Initial Study in Phase 2 of the General Plan update. This land use plan will also create the basis for the General Plan Land Use map.

Visioning for the JFTB. The Los Alamitos Joint Forces Training Base is currently the last remaining military airport in the greater Orange/Los Angeles County area and is one of the most active federal aviation operations in the country. The base also provides support and training for military units and other federal, state, and local organizations. There are those who believe this base will remain open for the foreseeable

future and those who feel it may soon transition to civilian ownership. For the purposes of this task, the land use plan will continue to designate the base as a military institution (the current designation is Armed Forces Reserve Center, which may be revised to reflect the change in name of the base).

The City should, however, still understand the potential implications of the future development of the base on the City's planning context. As part of this task, the consultant team will conduct a visioning exercise that considers the potential uses that could be developed over the next two decades given the General Plan's updated goals, generalized economic projections, circulation and infrastructure capacities outside of the base, and the citywide vision. We will essentially conduct a capacity analysis while assuming limited (or no) improvements to surrounding infrastructure systems. We will also explore development concepts that preserve the City's small town quality while recognizing the opportunities presented by the base's reuse. We will generate bubble-level concept maps that generate holding capacity figures based on gross-net assumptions that extract major roadways and large open space areas.

Both The Planning Center and Fuscoe Engineering bring experience in planning the reuse of a military base through our work on the El Toro Marine and Marine Corps Air Station Tustin base reuse projects. Key members of this team have direct experience in this topic: Karen Gulley of The Planning Center through her experience of the preparation Marine Corps Air Station Tustin Specific Plan/Reuse Plan, and Jason Marechal of Fuscoe Engineering through his preliminary hydrological analysis of the 800-acre military base reuse District at Tustin Legacy project and preparation of drainage infrastructure plans for the 100-acre shopping center portion of the project.

The resulting visioning concept would be presented along with the land use concepts, but will not be included as a part of the official land use plan evaluated in the General Plan EIR. Nevertheless, the visioning exercise could potentially uncover implications for short- or long-term improvements to the City's major systems in anticipation of the base's eventual transition from military to civilian use. This task allows for two rounds of review and revisions to the visioning concept.

CEQA Alternatives. The City will also need to include project alternatives as part of the EIR. These project alternatives may consider other land use plans and would be developed after the completion of the

major technical studies—primarily the traffic study. This task also includes time for The Planning Center to create project alternatives for the EIR.

Task 8.2A Full Buildout of JFTB

See Project Alternative: Full Buildout of the Joint Forces Training Base

Task 8.3 Retool Land Use Element

The City's Land Use Element will be updated to reflect comments made through public outreach on land use goals and policies, the land use plan, the corridor area plan, and the citywide vision. The Planning Center will prepare updated goals, issues, policies, and implementation actions.

Additionally, the California Office of Planning and Research (OPR) prepared supplementary General Plan Guidelines in 2009 to assist jurisdictions in addressing military compatibility issues when developing, updating, or significantly amending their general plans. These guidelines were the result of the passage of two Senate bills (1468, Knight, 2002; and 1462, Kuehl, 2004). These bills outlined the responsibilities of jurisdictions regarding the military in the planning and land use decision-making process, including how to incorporate military readiness into a general plan and the creation of a notification system between the local jurisdiction and the military base to minimize land use conflicts.

The Planning Center will update the Land Use Element (and other elements of the General Plan) in a manner that is both consistent with the new OPR guidelines and appropriate for the current and future role of the base in Los Alamitos.

Task 8.4 Conservation and Open Space inventory and Database

The Planning Center and Fuscoe Engineering will update the status and legislative discussion regarding water quality and resources, biotic resources, soil resources, cultural and historical resources, regional air quality, solid waste disposal, and restoration efforts on the JFTB.

Information and targets regarding waste diversion will be revised to reflect the City's recent trash hauling contract, including the Household Hazardous Waste Collection program. As directed by the conclusions of the General Plan Subcommittee, discussion of architectural heritage will be moved to the background report for the Land Use Element.

Task 8.5 Retool Conservation Element

The Planning Center will update the Conservation Element's goals, issues, policies, and implementation actions to reflect current conditions and respect regional requirements, such as the review of watershed protection principles and polices required by the county's NPDES Stormwater Permit, and external state mandates, such as those enacted through AB 32, SB 375, and SB 97.

The last three mandates are requiring cities to focus closely on their choices about energy use and management, mobility and transportation options, water supply, and land uses. General plans have recently become the object of examination and litigation as a result of new state mandates. However, the City's small population, limited potential for additional growth, urbanized development patterns, and surrounding urbanized environment are indicators to our team that the City's risk of a close review by the Attorney General's office is very low.

Accordingly, we will carefully balance the desire to incorporate climate change considerations with the City's long-term vision and goals. With recent experience on projects that proactively address climate change issues—general plans and accompanying EIRs, regional planning demonstration projects, and local climate action plans—our team understands the interconnectedness, best practices, and the limitations of the various planning tools available to meet regulatory and community development goals.

Task 8.6 Safety Inventory and Database

The Planning Center will update, as necessary, information and legislative requirements that address geology and seismicity, flooding, crime prevention, fire hazards and prevention, hazardous materials, emergency preparedness, and potential hazards associated with the medical center and JFTB. We will also ensure that the background report meets the latest requirements of state law, specifically regarding flood hazard information.

Task 8.7 Retool Safety Element

The Planning Center will update the Safety Element's goals, issues, policies, and implementation actions to guide the safe development and redevelopment of Los Alamitos. Particular attention will be given to the issue of police services for the residents of Rossmoor, if annexation occurs.

Task 8.8 Recreation Inventory

The background report for the Open Space and Recreation Element will be updated to include the latest status of recreation facilities in the City and Rossmoor. The report will also evaluate how parkland in Rossmoor could help the City progress toward achieving a higher level of service for parkland (if Rossmoor is annexed into Los Alamitos). Additionally, recreation concepts generated through the JFTB visioning exercise and corridor area plan will be incorporated into the background report. Finally, we will analyze the effectiveness of implementation and funding measures and consider other mechanisms that could be used by the City to create or acquire additional park and recreation resources.

Task 8.9 Retool Open Space and Recreation Element

The Planning Center will update the Open Space and Recreation Element's goals, issues, policies, and implementation actions to build and preserve the City's role as one of the leaders in recreation throughout Orange County.

Task 8.10 Circulation Inventory and Database

Fehr & Peers will assemble relevant transportation data from the City, the Orange County Transportation Authority (OCTA), Caltrans, and other agencies as appropriate. Data assembled will include recent average daily traffic (ADT) counts on City roadways, existing and planned street lanes and rights-of-way (arterials and collectors), current and planned transit service, existing and planned non-motorized (bicycle and pedestrian) facilities, and relevant studies and reports.

Fehr & Peers will evaluate up to 13 intersections (morning and evening peak commute hours) and 19 study roadway segments (daily counts will be compared with existing capacity). Our budget assumes that the recent counts gathered as part of the Medical Center Specific Plan EIR will be available for the majority of the study facilities. Fehr & Peers will supplement the existing counts with new counts at up to five study intersections and five study roadway segments (we will work with City staff to finalize the study locations prior to conducting any assessment).

With this data, Fehr & Peers will identify existing areas of congestion and the existing conditions of alternative transportation modes.

Task 8.11 Future Transportation/Circulation Conditions

Fehr & Peers will work with City staff to identify the most appropriate way to develop future forecasts for the City. These forecasts could be developed by utilizing any of the following methods:

- + The OCTAM travel demand model to input planned land use and roadway network modifications and develop future forecasts
- + A growth rate plus traffic from proposed development that is manually assigned to the study facilities
- + Current forecasts at the study facilities developed for ongoing projects in the City

The forecasts developed will be used to evaluate level of service (LOS) at the study facilities and determine the need for future transportation facilities. Fehr & Peers will create GIS-based graphics summarizing the required roadway system to support the proposed land use plan. The information from Tasks 8.10 and 8.11 will be incorporated into an updated background technical report.

Task 8.12 Circulation and Transportation Element

The Planning Center and Fehr & Peers will update the Circulation and Transportation Element's goals, issues, policies, and implementation actions to reflect current conditions and any improvements deemed necessary through either the Medical Center Specific Plan EIR or traffic analysis conducted in Task 8.11.

The Element will also be revised to comply with the latest legal requirements of the *Complete Streets Act* enacted through Assembly Bill 1358 (Leno, 2007). At the beginning of 2011, the City will be required to provide a balanced, multimodal transportation network that can routinely accommodate all users of the roadway including motorists, pedestrians, bicyclists, individuals with disabilities, seniors, and users of public transportation.

Fehr & Peers is a multi-modal transportation firm specializing in all modes of travel (bicycles, pedestrians, vehicles, BRT, rail, etc.), and has incorporated complete streets concepts as part of general plans since 2007. This expertise and experience gives our team a unique perspective to quickly and appropriately incorporate concepts such as multi-modal levels of service and complete street objectives as they relate to all users of the system.

Task 8.13 Noise Element Inventory and Database

The Planning Center will document existing noise levels in Los Alamitos and Rossmoor. Short-term noise monitoring at up to eight locations within the City and Rossmoor will be taken to document existing noise levels. Noise modeling of the existing roadway network will be modeled using the Federal Highway Administration's (FHWA) Highway Noise Prediction Model. Graphics depicting noise contours from major noise sources including roadways and the Los Alamitos JFTB will be provided.

Task 8.14 Noise Inventory and Noise Projection

The Planning Center will assess noise impacts associated with buildout of the proposed General Plan update. Noise from traffic on major arterials will be based on future traffic volumes projected for the General Plan based on the traffic analysis prepared by Fehr & Peers. Noise from the JFTB will also be evaluated. The impact assessment will utilize criteria in the Noise Element and criteria identified in the California Administrative Code Title 24 (interior noise standards). The information gathered in Tasks 8.13 and 8.14 will be compiled into an updated background technical report. Noise modeling datasheets will be included as an appendix to the EIR.

Task 8.15 Retool Noise Element

The Planning Center will update the Noise Element's goals, issues, policies, and implementation actions to continue to ensure a compatible relationship between the various uses in the City and Rossmoor. The Element will pay particular attention to the relationship between residential and commercial districts in the City, with additional focus in the corridor area plan.

Task 8.16 Economic Development Existing Conditions Report

The Planning Center will prepare an economic development existing conditions report and incorporate it into the information gathered as part of Task 6 (Issues, Opportunities, and Constraints). The report will build on the economic and market analysis conducted for the Commercial Corridors Plan, which focused primarily on market demand for additional retail building space and the potential for redevelopment under current market conditions. This task will expand the analysis of the local economy and add preliminary fiscal analysis. Specifically, this report will provide:

- + Assessment of socioeconomic trends
- + Assessment of the subregional and regional economies and Los Alamitos' role in the regional economy
- + Analysis of the local economy
- + Strengths, Weaknesses, Threats, and Opportunities analysis
- + Assessment of current market conditions for residential, retail, office, and industrial development
- + Analysis of municipal revenue trends with comparison to similar cities
- + Assessment of municipal expenditures trends with comparison to similar cities
- + Analysis of revenues and expenditures by major land use types, for use in fiscal impact assessment

We will develop the report using existing data sources, information gleaned from the General Plan update's community outreach and stakeholder interviews, additional interviews, and research with Finance Department staff.

Task 8.17 Economic Development Future Conditions Report

The Planning Center will provide projections and forecasts for future economic conditions in two reports. The preliminary report will provide projections of potential economic growth, potential market demand by land use type, and fiscal balance (municipal revenues and expenditures). We will incorporate the preliminary report into Task 6 (Issues, Opportunities, and Constraints). The preliminary report is intended to inform decision making for the General Plan update and provide one metric for evaluating alternatives.

The second and final report will update the preliminary report to reflect the land use plan and decisions made during the planning process. The final report will provide forecasts for economic growth, land use and development, and the City's fiscal balance based on the finalized land use plan. Development of the final report will coincide with the retooling of the economic development element.

Both the preliminary and final economic development future conditions report will cover:

- + Socioeconomic characteristics
- + Employment by economic sector
- + Household income
- + Land use and (re)development by major land use type
- + Municipal revenues and expenditures by major type

Task 8.18 Retool Economic Development Element

The Planning Center will revise and retool the Economic Development Element to reflect the community's contemporary vision and the economic issues facing Los Alamitos. The updated element will provide long-term goals for the community and policies that the City will use to guide decision making relative to economic issues. The element will also provide a prioritized program of implementation tasks.

The existing and future economic development conditions reports will help guide the actual content and topics that the economic development element will cover. Nevertheless, the element must provide answers to the two fundamental economic development questions: What is the appropriate balance among residential, retail, office, and industrial uses in Los Alamitos? And how can City Hall work with businesses, community organizations, property owners, and developers to achieve the appropriate balance?

Task 8.19 Incorporation of Existing Housing Element

The Planning Center will incorporate the Housing Element's policies and land inventory assumptions while preparing the City's land use plan and Land Use Element, and maintain consistency with any other elements of the General Plan.

Task 8.20 Retool Growth Management Element

Measure M requires City renewal of its qualifications to receive funding under that program every five years. Accordingly, we will work with the City to identify necessary revisions to the Growth Management Element to comply with OCTA requirements and maintain internal consistency with the rest of the General Plan.

Task 8.21 Confirmation Study Sessions

Study sessions will be held with City staff at two key milestones of the General Plan update:

- + Toward the end of Task 8.2 to finalize the land use plan that will form the project description for the Initial Study and EIR. This study session will also allow City staff to confirm the citywide vision.
- + Toward the end of Task 8.11, when a final draft of the traffic study has been completed, so that City staff can fully understand potential traffic impacts and recommended mitigation measures.

Land use and traffic are typically the two most significant and contentious topics addressed in a General Plan update. Without careful planning and coordination, a General Plan update can easily be derailed in the public

hearing stage by changes in land use or as a result of concerns about traffic impacts and mitigation measures. Holding focused study sessions at the key milestones identified above will help ensure the General Plan and EIR proceed smoothly through the its later stages, including the public hearing and adoption process.

Deliverable(s):

Overall (including Tasks 8.3–8.20)

- + Screencheck draft background technical reports and elements (electronic files in MS Word format)
- + Draft General Plan (20 printed/bound copies and 10 CD copies (PDF))
- + Final Adopted General Plan (30 printed/bound copies and 10 CD copies (PDF))

Task 8.1, Land Use Inventory and Database

- + Maps and statistical tables for use in public outreach, focus group interviews, and GPTAC meetings
- + Maps and statistical tables for use in the General Plan and EIR
- + A full-color, large-scale map of the General Plan land use plan
- + A GIS layer of existing land uses
- + A draft and final set of land use assumptions for existing and buildout conditions, including population, housing, non-residential square footage, and employment
- + Updated background technical report

Tasks 8.2, Alternative Land Use Plans

- + General Plan land use plan, including statistical tables (up to 2 rounds of revisions)
- + Visioning concepts for the JFTB (up to 2 rounds of revisions)
- + Citywide vision
- + Coordination on the EIR for the development of project alternatives

Tasks 8.16–17, Economic Development: Existing/Future Conditions

- + Economic development existing conditions report (included with the deliverable for Task 6)
- + Preliminary economic development future conditions report (included with the deliverable for Task 6)
- + Final economic development future conditions report (PDF)

Tasks 8.21, Confirmation Study Sessions

- + Attendance and participation at study sessions (up to 2 total)

PHASE 2 PROGRAM EIR

Task 9 EIR Scoping Process

Task 9.1 Initial Study/Notice of Preparation

The Planning Center will prepare an Initial Study (IS) that includes brief written responses for all items included on the standard Appendix G IS checklist, including the new thresholds that became effective in March 2010. Each response will explain the basis for the assessment of No Impact, Less Than Significant Impact, Less Than Significant Impact with Mitigation Incorporated, or Potentially Significant Impact; will clearly indicate why a particular issue would not result in a significant impact and does not require further evaluation; and will identify issues that require further analysis in an EIR.

Given the City's decision to prepare an EIR, it is assumed for the purpose of this proposal that checklist responses will consist mainly of short statements that lead to further analysis in the EIR. A complete list of references used to prepare the IS will be provided. Our cost estimate is based on no more than two rounds of internal review on the screencheck IS and assumes that City comments on the screencheck IS will be consolidated into one document. The Planning Center will incorporate edits to the IS. For the purpose of this scope and cost estimate, it is assumed that internal comments will take approximately 8 hours of staff time.

A Notice of Preparation (NOP) will be prepared concurrently with the IS that clearly identifies the time period, contact person, and address for submitting responses on the IS. A copy of the IS will be attached to the NOP to explain the preliminary scope of issues to be included in the EIR. After City approval of the IS/NOP, The Planning Center will copy and distribute the IS/NOP to state and local agencies and other special interest groups or individuals identified by the City.

Deliverable(s):

- + Screencheck IS (5 review hard copies)
- + IS/NOP (60 hard copies and 40 CD copies (PDF))
- + Distribution of the IS/NOP via certified mail

Task 9.2 Scoping Meeting

The Planning Center will assist the City in organizing and conducting one public scoping meeting to present the CEQA process and solicit comments about the scope and content of the EIR for the update to the

General Plan. The Planning Center will prepare agendas and supporting materials for City staff review, such as a flowchart defining the entire environmental review process and highlighting opportunities for public input. At the public scoping meeting, we will be prepared to discuss the environmental review in connection to the General Plan update process and respond to specific questions, as desired by the City.

We recommend that the scoping meeting be noticed in the NOP and held as soon as possible following the release of the NOP. A summary of the comments received at the public scoping meeting will be included in the EIR as an attachment to include community input with this official environmental document.

Deliverable(s):

- + Attendance/participation in scoping meeting
- + Scoping meeting handouts

Task 10 Prepare Screencheck Draft EIR

Task 10.1 Screencheck Draft EIR

The Planning Center will prepare a Screencheck Program EIR based on the environmental topic sections disclosed in the IS. The EIR will be clearly written and avoid the use of technical jargon so that the document is easily understood. If technical terms need to be introduced for accuracy, they will be clearly defined.

The analysis of issues will be thorough yet concise. Each topical section of the document will: 1) describe existing environmental conditions, 2) define the criteria by which impacts will be determined to be significant, 3) determine the environmental changes that would result from the project, 4) evaluate the significance of those changes with respect to the impact significance criteria, 5) define mitigation measures to reduce or avoid all potentially significant adverse impacts, and 6) provide a conclusion as to whether significant impacts would remain, even after successful implementation of recommended mitigation measures and General Plan policies.

Additional technical studies will be prepared for air quality, noise, greenhouse gas emissions, and transportation/traffic, to supplement information already gathered for the completion of the draft General Plan update. It is assumed that all topics contained in the Initial Study Checklist, except agriculture and forestry resources and mineral

resources, will be included in the Program EIR for the General Plan Update.

General Information

Executive Summary: This section will consist of a concise summary of the information presented in the main body of the EIR. This will include:

- + Brief project description
- + Tabular summary of findings regarding project and cumulative impacts, mitigation measures, and any unavoidable significant impacts
- + Summary of discretionary approvals required for the project
- + Brief description of the alternatives considered, noting which one was considered the environmentally superior alternative
- + Areas of controversy and issues to be resolved

Introduction: This section is intended as a convenience to the reader who is not familiar with CEQA, EIRs, or the environmental review process. The purpose and standards of adequacy for an EIR will be defined and the environmental review process discussed. Characteristics of a Program EIR will also be described.

Project Description: The project characteristics associated with the proposed General Plan update will be described, along with a statement of project objectives as determined by the City and consultant team. The project description will also include: Buildout statistics (units, non-residential square footage, population, and employment), and General Plan policies. Illustrations will include regional and site location maps and the proposed land use plan.

Environmental Setting: A general description of the regional and local setting at the time the NOP was released will be provided to establish the environmental and planning context. In addition to physical characteristics, relevant regional and local planning programs will be discussed to establish whether this project is consistent with applicable planning policies and programs. Existing land uses statistics, including units, non-residential square footage, population, and employment will be included. More detailed descriptions of existing conditions and pertinent policies will be provided, where appropriate, as part of the discussions under each of the specific impact topics in the main body of the EIR.

Although the final scope of the EIR can't be determined until after the IS/NOP is completed, it is anticipated that the following topical sections will be included:

- + Aesthetics
- + Air Quality
- + Biological Resources
- + Cultural Resources
- + Geology and Soils
- + Greenhouse Gases
- + Hazards and Hazardous Materials
- + Hydrology and Water Quality
- + Land Use and Planning
- + Noise
- + Population and Housing
- + Public Services
- + Transportation and Traffic
- + Recreation
- + Utilities and Service Systems

Amended CEQA Guidelines

The EIR will be prepared in accordance with the amended CEQA Guidelines, effective as of March 2010. These updated CEQA Guidelines include new requirements to address forestry resources in the new Agriculture and Forest Resources subsection of the Greenhouse Gases section as well as amendments to the Transportation and Traffic section to address alternative modes of transportation. A discussion of forestry resources will be included in the IS to address potential impacts to forestland and timberland resources. The EIR will also include a Greenhouse Gases section to address the new CEQA Thresholds (see also Task 10.2).

In addition, energy use is now required to be evaluated per the changes to CEQA Guidelines Appendix F. For the EIR, the Utilities and Service Systems section will include an estimate of energy demand associated with land uses in the City. The new transportation thresholds allow for lead agencies to consider thresholds adopted by agencies for alternative transportation. In response to the amended thresholds, the EIR will include a discussion of implementation policies included in the Circulation Element and other City programs to support alternative transportation programs and encourage employees and residents to consider alternative transportation as a viable mode of transportation.

Alternatives

In compliance with Section 15126(d) of the State CEQA Guidelines, the EIR will evaluate a reasonable range of alternatives. Per CEQA, EIR alternatives are required to be selected on the basis of their ability to:

- + Avoid or reduce one or more of the project's significant impacts
- + Feasibly attain most of the basic objectives of the project

Alternatives considered will be defined strictly upon their ability to reduce or eliminate environmental impacts. Analyses of up to three alternatives

in addition to the "No Project" alternative are included in the cost estimate for the EIR and as part of Task 8.2. Impacts associated with each alternative will be compared to proposed project impacts for each of the environmental impact categories. The environmentally superior alternative will be identified; if it is the No Project/Existing General Plan Alternative, then one of the development alternatives will be identified as environmentally superior to the others.

Other Required Sections

In addition to the topical issues discussed above, the following sections will be prepared:

- + Environmental effects found not to be significant during the Initial Study scoping process
- + Adverse environmental impacts that cannot be avoided if the project is implemented
- + A discussion of cumulative impacts for each of the impact topics
- + Any irreversible environmental changes that will occur if the proposed project is implemented
- + Ways in which the project could directly or indirectly impact population or employment growth in the area

Deliverable(s):

- + Screencheck Draft EIR (5 review hard copies)

Task 10.2 Air Quality and Greenhouse Gas Emissions

The Planning Center will prepare an air quality and greenhouse gas (GHG) assessment in support of the General Plan update. Buildout of the land use plan would result in an increase in emissions from stationary and mobile sources from existing baseline conditions.

In terms of individual projects related to General Plan buildout, short-term construction activities and long-term operational activities associated with increased vehicle traffic and residential and nonresidential buildings would increase air pollutant emissions in the City. These emissions have the potential to cumulatively contribute to the nonattainment designations of the South Coast Air Basin (SoCAB). The air quality assessment will evaluate the increase in criteria air pollutant emissions associated with buildout of the proposed land use plan, in accordance with the South Coast Air Quality Management District's (SCAQMD) assessment methodology.

Air quality and GHG inventory will not include GHG emissions associated with military activities at the Los Alamitos JFTB, including aircraft,

because operations at the base are not within the City's control. Regional air pollution associated with the General Plan update will be quantified and assessed based on SCAQMD's significance thresholds. In addition, compatibility of land uses with respect to the California Air Resources Board's (CARB) siting recommendations will be evaluated. Air quality modeling datasheets will be included as an appendix to the EIR.

The Natural Resources Agency adopted thresholds for GHG emissions in December 2009. To address these thresholds, the EIR for the General Plan Update will include a quantitative emissions analysis in accordance with the recently adopted updated CEQA Guidelines (effective as of March 2010). The emissions inventory will be categorized based on GHG "sectors," which refer to the ultimate end use of energy—transportation, electricity, building heating/cooking, industrial processes, etc. For the purpose of clarity, these sectors will be referred to as categories. The EIR will address GHG emissions reductions specified in AB 32 for the state and the relation of regional GHG emissions reduction targets proposed by the Southern California Association of Governments (SCAG) in accordance with SB 375. The EIR will include an evaluation of GHG emissions reductions measures identified in guidance methodology available from the California Air Pollution Control Officers Association.

Task 10.3 Biological Resources

The Planning Center will prepare a biological resource assessment for the EIR. Los Alamitos is almost entirely developed with urban land uses and lacks substantial open space areas that would be expected to support natural habitats and sensitive species. In addition, the San Gabriel River, which parallels the City's western boundary, is channelized with a concrete bottom. However, the Coyote Creek flood control channel in the northwestern part of the City does contain some natural habitats. The EIR will include an assessment of biological resources impacts of the land use plan with particular attention to this area.

Task 10.4 Cultural Resources

As requested in the RFP, a technical study will also be prepared to evaluate cultural resources in the City. The Planning Center has partnered with Cogstone Resource Management (Cogstone) to conduct background research and record searches for historic, prehistoric, and paleontological resources that will cover the City, excluding Los Alamitos JFTB. The cultural resource report will summarize, evaluate, and map the sensitivity of resources using record searches and reviews of:

- + Paleontological resources at the Natural History Museum of Los Angeles County and in online databases
- + Archaeological and historical resources at the South Central Coastal Information Center
- + Historic resources collected by the Los Alamitos Museum
- + Historic maps and aerials
- + Sacred lands requested from the Native American Heritage Commission (NAHC)

Senate Bill 18 (SB 18) requires local governments to notice and consult with tribes prior to adoption of general plans, specific plans, or projects that require a general plan amendment. Cogstone will prepare the NAHC forms and letters to assist the City in meeting SB 18 requirements.

Task 10.5 Infrastructure

Fusco Engineering has allocated roughly 100 hours to provide civil engineering research and analysis for the General Plan and EIR. Fuscoe Engineering will assist The Planning Center is providing policy recommendations for the General Plan Update and recommendations from future infrastructure studies, including the Los Alamitos JFTB.

Task 10.6 Climate Action Plan

Currently, there is no legislative requirement that mandates that jurisdictions prepare a Climate Action Plan (CAP)/GHG Reduction Plan as part of their General Plan Update. However, CAPs are increasingly becoming the centerpiece of settlement agreements between the Office of the Attorney General and jurisdictions in discussions about the potential impacts of greenhouse gas emissions. The Planning Center will prepare a programmatic Climate Action Plan that includes the following subcomponents. It is important to remember that these subcomponents assume no additional development of the base; additional CAP analysis associated with the full buildout of the JFTB can be found in Tasks 10.6A and 10.7A in the project alternative section of this proposal.

10.6.1. GHG Emissions Inventory. This will be a quantitative inventory of community-wide emissions and those from municipal operations. We will calculate the emissions associated with various sectors, including transportation; residential, commercial, and industrial buildings; water; waste and recycling; and purchased electricity. This inventory will allow us to develop programs and strategies to reduce GHG emissions while identifying potential barriers to implementation.

10.6.2. Business as Usual Projection (BAU) and GHG Emissions Reduction Target. This will be a forecast of the City's future baseline emissions, assuming no GHG emissions reduction strategies are implemented. We will use existing land use information, population and employment projections from SCAG, and other economic indicators to project the future BAU scenario. The Planning Center will assist the City in identifying a GHG reduction target based on the emissions inventory developed.

10.6.3 GHG Emissions Reduction Strategies. We will identify the total emissions reductions necessary to meet the City's GHG reduction target. We will explore a broad range of strategies, including energy efficiency, water conservation, transportation, and resource conservation. Fehr & Peers will compile a list of emission reduction strategies developed through their previous work. Fehr & Peers will recommend a preliminary set of implementation measures and prepare a final estimate of reductions in vehicles miles traveled associated with these measures. The Planning Center will also identify reductions associated with statewide GHG emission reduction strategies, including improvements to California Building Code to increase energy efficiency and the Pavley fuel efficiency standards. A more detailed evaluation of each strategy, including quantification of specific measures and an economic feasibility assessment, will be considered for a future phase.

Climate Action Plan. The Planning Center will compile information gathered in Tasks 10.6.1 through 10.6.3 within a draft Climate Action Plan. The GHG Reduction Plan will be included as part of the General Plan Update and assessed in the EIR as part of the proposed project.

Deliverable(s):

- + Draft Climate Action Plan (5 hard copies)
- + Final Climate Action Plan (25 hard copies)

Task 11 Respond to Review Comments/Produce and Circulate Draft EIR

This proposal assumes up to two rounds of internal review on the screencheck DEIR and that City comments on the screencheck DEIR will be consolidated into one document. The budget for the EIR assumes that 40 hours will be required for incorporation of City comments. The Planning Center will meet with City staff (see Task 15) to discuss and resolve any major areas of concern or to clarify areas of misunderstanding, etc. The Planning Center will print and distribute the

DEIR to the local, state, and federal agencies, as well as other special interest groups and individuals identified on a distribution list to be developed in consultation with the City. If additional copies are necessary, they will be billed on a time-and-materials basis.

The Planning Center will prepare the Notice of Completion (NOC) for City approval and signature and will transmit the NOC to the State Clearinghouse. We will also prepare the Notice of Availability (NOA) for City approval and provide a copy with all copies of the Draft EIR.

Deliverable(s):

- + Draft EIR (20 hard copies without appendices, 25 hard copies with appendices, 15 executive summaries, 40 CD copies (PDF))
- + Distribution of the Draft EIR via certified mail

Task 12 Attend Public Hearings Concerning Draft EIR

During the final month of the project, we anticipate attendance at up to two of the five potential public hearings/study session (see Task 17), concluding in adoption of the General Plan and certification of the Final EIR. The Planning Center will attend these two public hearings to answer any questions regarding the CEQA process, the EIR findings, and other related questions.

Deliverable(s):

- + Attendance and participation in public hearings (up to 2 hearings)

Task 13 Response to Comments/Final EIR

The Final EIR will be prepared in accordance with CEQA Section 15089 and will contain the final response to comments. The Final EIR must reflect the lead agency's independent judgment and analysis and is presented to the City Council for consideration and approval. Following receipt of all comments on the Draft EIR, written responses will be prepared for each comment.

A Response to Comments section will be created for the Final EIR and contain an introduction describing the public review process concerning the Draft EIR, copies of all comment letters and minutes from public meetings where oral comments were taken, and written responses to all comments. Responses will focus on comments that address the adequacy of the Draft EIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the City. Responses will be prepared by The Planning Center with input from our technical specialists, as needed.

The budget for the Final EIR assumes that 40 hours will be required for preparation of the Response to Comments. The estimated budget assumes that no additional basic research will be required to respond to comments, that the comments will be directed at the substance and technical adequacy of the EIR, and that the comments will be compiled by the City and transmitted in writing to the consultant. Modification to the scope of work, budget, and time frame may be necessary if comments received from agencies or the general public require substantially increasing the scope of impacts and issues addressed in the EIR.

Responses to Comments from responsible agencies will be provided to those agencies, as well as to any other commenters identified by the City, a minimum of 10 days prior to consideration of the Final EIR by the City Council.

Although it may not be necessary (and we do not recommend initiating contact), we will also be available to assist the City in discussions with the Office of the Attorney General, which has recently become more active in the review of general plans and accompanying EIRs. The Planning Center has served in this role, discussing and negotiating climate-related issues with the Office of the Attorney General, on three current general plan projects. If the City does not pursue the full buildout of the JFTB, the General Plan will project little growth—even at buildout—for a jurisdiction that is already in and surrounded by urbanized conditions. Consequently, our experience indicates that the Office of the Attorney General will not likely conduct an intense review of the City's General Plan update. We have allocated 12 hours as part of this proposal to assist in communications and negotiations.

Deliverable(s):

- + Screencheck Final EIR (5 review hard copies)
- + Final EIR (25 double-sided hard copies, 25 CD copies (PDF))
- + Distribution of the Draft EIR via certified mail
- + Distribution of the Final EIR via certified mail
- + Assistance with the Office of the Attorney General (up to 12 hours)

Task 14 Prepare Mitigation Monitoring and Reporting Program

In addition, The Planning Center will prepare the Mitigation Monitoring and Reporting Program (MMRP), pursuant to Section 21081.6 of the Public Resources Code. The MMRP will include any mitigation measures in the EIR. The MMRP which will list the significant impacts that would

result from the project; proposed mitigation measures for each impact; the times at which the measures will need to be implemented; the entity responsible for implementation; the City departments or other agencies responsible for monitoring the mitigation effort and ensuring its success; and compliance verification criteria.

Deliverable(s):

- + Mitigation Monitoring Program (25 review hard copies)

Task 15 Project Management

Task 15.1 EIR Project Management

The Planning Center environmental team will coordinate closely with the City to ensure that the EIR and associated documents are legally defensible, accurate, and useful to decision makers when considering the approval of the project. Project management responsibilities include: task scheduling and assignment; management of resources; monitoring of costs and schedule adherence; management and coordination of subconsultants, including contract administration and accounting; consultation and coordination with local and state entities relative to the environmental review process; and coordination and communications with the City's project team to ensure compliance with policies, procedures, and any applicable codes.

Task 15.2 EIR Meetings with City Staff

In an effort to achieve a high level of communication, this task provides budget for The Planning Center's EIR Project Manager and Assistant Project Manager attendance at two meetings with City staff during the course of the environmental review process. Additional meetings or attendance by other members of the consultant team will be billed on a time-and-materials basis. Costs for meeting attendance will be billed in accordance with the hourly rates for the personnel involved.

Deliverable(s):

- + Attendance at meetings with City staff (up to 2 total)
- + Conference calls with City staff (up to 6 total)
- + Project management and administration for an approximate 18-month schedule

Task 16 Prepare Findings and Statement of Overriding Considerations

In addition, The Planning Center will prepare the Findings of Fact and a Statement of Overriding Considerations and Notice of Determination.

Findings of Fact and Statement of Overriding Considerations

Section 15091 of the CEQA Guidelines requires that no public agency approve or carry out a project for which an EIR identifies one or more significant effects unless the public agency prepares findings for each significant effect. The Planning Center will prepare findings and facts in support of findings for each of the significant impacts identified by the EIR, along with a determination as to whether those impacts would be reduced to below a level of significance by proposed mitigation measures.

Additionally, Section 15093 requires that when an agency approves a project that will have significant adverse unavoidable environmental effects, the agency must make a statement of its views on the ultimate balancing of the merits of approving the project despite the environmental damage. These facts and findings and the statement of overriding considerations for any significant impacts will be incorporated into the resolution to be prepared by City staff.

Notice of Determination (NOD)

If the project is approved by the lead agency, an NOD is filed within five working days. The Planning Center will be responsible for filing the NOD with the Orange County Clerk as well as the Office of Planning and Research. The California Department of Fish and Game mitigation fee and county filing fees are included in this proposal.

Deliverable(s):

- + Findings of Fact and Statement of Overriding Considerations (25 review hard copies)
- + Notice of Determination

PHASE 3 ADOPTION PROCESS

Task 17 – Project Hearings

Formal hearings with the Planning Commission and City Council must be held to ensure adequate public review of the draft General Plan and to ultimately adopt the General Plan and certify the EIR. Although the GPTAC meetings may reduce the need for multiple hearings, this proposal provides for two public hearings with the Planning Commission, one joint study session with the Planning Commission and City Council, and two public hearings with the City Council.

The Planning Center's overall Project Manager will be in attendance at all hearings. Other members of The Planning Center staff, such as the Principal-in-Charge and EIR Project Manager, and the primary staff from Fehr & Peers will attend a portion of the hearings.

Deliverable(s):

- + Attendance at public hearings (up to 2 for Planning Commission and up to 2 for City Council; a total of 4)
- + Attendance at 1 Planning Commission/City Council joint study session

EXHIBIT B
APPROVED FEE SCHEDULE

SUMMARY: PROPOSED BUDGET

Task Description		The Planning Center	Fehr & Peers	Fusco Engineering	Cogstone	TOTAL
PHASE 1 DRAFT GENERAL PLAN						
Task 1 Coordination Meetings						
Task 1.1	Kick-off Meetings (3)	\$5,270				\$5,670
Task 1.2	Monthly Meetings with City Staff	\$11,840				\$11,840
Task 1 Subtotal		\$17,110	\$0	\$0	\$0	\$17,510
Task 2 Project Website						
Task 2	Project Website	\$10,000	\$0	\$0	\$0	\$10,320
Task 3 Initial Community Outreach						
Task 3.1	Public Survey/Fact Sheet	\$4,400				\$5,320
Task 3.2	Periodic Newsletters (4)	\$1,680				\$2,340
Task 3.3	Media Relations	\$2,240				\$2,800
Task 3.4	Community Workshop (1)	\$8,760				\$9,280
Task 3 Subtotal		\$17,080	\$0	\$0	\$0	\$19,740
Task 4 Focus Group Interviews						
Task 4.1	Interviews	\$10,860				\$13,060
Task 4.2	Focus Group Meeting	\$1,920				\$2,190
Task 4 Subtotal		\$12,780	\$0	\$0	\$0	\$15,240
Task 5 Council Subcommittee						
Task 5	GPTAC Meetings (6)	\$12,460	\$0	\$0	\$0	\$13,380
Task 6 Issues, Opportunities, & Constraints						
Task 6	Issues, Opportunities, & Constraints	\$7,600	\$0	\$0	\$0	\$8,920
Task 7 Issues and Goals						
Task 7	Issues and Goals	\$1,360	\$0	\$0	\$0	\$1,360
Task 8 Draft General Plan						
Task 8.1	Land Use Inventory and Database	\$8,320				\$8,320
Task 8.2	Alternative Land Use Plans	\$29,480				\$29,480
Task 8.3	Retool Land Use Element	\$7,100				\$7,100
Task 8.4	Conservation and Open Space Inventory and Database	\$1,140				\$1,140
Task 8.5	Retool Conservation Element	\$3,260				\$3,260
Task 8.6	Safety Element Inventory and Database	\$2,180				\$2,180
Task 8.7	Retool Safety Element	\$2,860				\$2,860
Task 8.8	Recreation Inventory	\$1,140				\$1,140
Task 8.9	Retool Open Space and Recreation Element	\$2,700				\$2,700
Task 8.10	Circulation Inventory and Database	\$2,230	\$18,176			\$20,406
Task 8.11	Future Transportation/Circulation Conditions	\$2,050	\$17,241			\$19,291
Task 8.12	Circulation and Transportation Element	\$4,940	\$19,950			\$24,890
Task 8.13	Noise Element Inventory and Database	\$2,380				\$2,380
Task 8.14	Noise Inventory and Noise Projection (also EIR section)	\$6,500				\$6,500
Task 8.15	Retool Noise Element	\$940				\$940
Task 8.16	Economic Development Existing Conditions Report	\$14,785				\$14,785
Task 8.17	Economic Development Future Conditions Report	\$14,785				\$14,785
Task 8.18	Retool Economic Development Element	\$2,900				\$2,900
Task 8.19	Incorporation of Existing Housing Element	\$560				\$560
Task 8.20	Retool Growth Management Element	\$2,060				\$2,060
Task 8.21	Confirmation Study Sessions	\$2,240				\$2,240
Task 8 Subtotal		\$114,550	\$55,367	\$0	\$0	\$169,917
Total Phase 1 Labor		\$192,946	\$55,367	\$0	\$0	\$248,313

SUMMARY: PROPOSED BUDGET

Task Description	The Planning Center	Fehr & Peers	Fusco Engineering	Cogstone	TOTAL
PHASE 2 PROGRAM EIR					
Task 9 EIR Scoping Process					
Task 9.1 Initial Study/NOP	\$5,350				\$5,350
Task 9.2 Scoping Meeting	\$2,760				\$2,760
Task 9 Subtotal	\$8,110	\$0	\$0	\$0	\$8,110
Task 10 Prepare Screencheck Draft EIR					
Task 10.1 Screencheck Draft EIR	\$46,720				\$46,720
Task 10.2 Air Quality (and GHG)	\$15,770	\$1,974			\$17,744
Task 10.3 Biological Resources	\$4,430				\$4,430
Task 10.4 Cultural Resources	\$1,740			\$11,515	\$13,255
Task 10.5 Infrastructure	\$2,460		\$14,490		\$16,950
Task 10 Subtotal	\$71,120	\$1,974	\$14,490	\$11,515	\$99,099
Task 11 Draft EIR					
Task 11 DEIR/Notice of Completion	\$8,480	\$0	\$0	\$0	\$8,480
Task 12 Attend Public Hearing for DEIR					
Task 12 Planning Commission and City Council (2 hearings)	\$2,070	\$0	\$0	\$0	\$2,070
Task 13 Response to Comments/FEIR					
Task 13 Final EIR/Response to Comments	\$9,340	\$0	\$0	\$0	\$9,340
Task 14 Prepare MMRP					
Task 14 Mitigation Monitoring Program	\$1,740	\$0	\$0	\$0	\$1,740
Task 15 Project Management					
Task 15.1 Project Management	\$18,030				\$18,030
Task 15.2 Miscellaneous Project Meetings (2)	\$2,070				\$2,070
Task 15 Subtotal	\$20,100	\$0	\$0	\$0	\$20,100
Task 16 Prepare Findings and SOC					
Task 16 Finding of Fact, SOC, & NOD	\$5,010	\$0	\$0	\$0	\$5,010
Total Phase 2 Labor	\$125,970	\$1,974	\$14,490	\$11,515	\$153,949
PHASE 3 ADOPTION PROCESS					
Task 17 Project Hearings (1 JSS, 2 PC, 2 CC)	\$12,360	\$0	\$0	\$0	\$12,360
Total Phase 3 Labor	\$12,360				\$12,360
TOTAL LABOR	\$331,270	\$57,341	\$14,490	\$11,515	\$414,616
REIMBURSABLE EXPENSES (includes 5% markup)	\$14,862				
GRAND TOTAL w/ Reimbursable Expenses	\$346,132	\$57,341	\$14,490	\$11,515	\$429,478

Our cost estimate is based on no more than two rounds of internal review on the Initial Study, Screencheck Draft EIR, and Screencheck Final EIR and that City comments on the screencheck IS are consolidated into one document.

It is assumed that internal comments on the Initial Study will take approximately 8 hours of staff time

The budget for the EIR assumes that 40 hours will be required on the Screencheck EIR for incorporation of City comments

The budget for the Final EIR assumes that 40 hours will be required for preparation of the Response to Comments

Assumes Project Management and Administration for an approximate 16-month schedule and up to 6 conference calls.

(Environmental Project Manager and Assistant Project Manager), and attendance at one City Council hearing (Environmental Project Manager and Assistant Project Manager)

City of Los Alamitos

Agenda Report Discussion Items

***June 6, 2011
Item No: 9D***

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Consideration and Possible Action Regarding the Draft Report of the Orange County Redistricting Commission

Summary:

The Orange County Redistricting Commission recently released a map depicting draft boundaries of Assembly and Congressional Districts in Orange County. This item has been placed on the City Council agenda for the purpose of determining whether or not the Council seeks to comment on the process and/or submit correspondence regarding the configuration of the draft districts.

Recommendation: 1) Review the attached maps of proposed Assembly Districts in Orange County; 2) Provide direction to staff regarding potential correspondence to the Orange County Redistricting Commission; 3) Alternatively, discuss and take other action related to this matter.

Background and Discussion

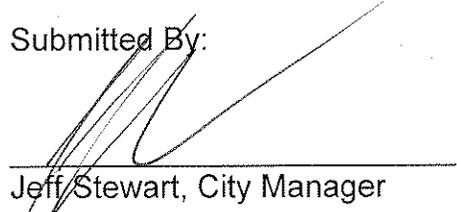
Based on the attached maps, the most significant proposed impact appears to be a configuration of a proposed Assembly District (AD) that includes Los Alamitos, Seal Beach, Huntington Beach, and portions of Costa Mesa. Traditionally, the AD that included Los Alamitos also included the cities of Cypress and La Palma, as well as Seal Beach and portions of the Huntington Beach. The cities of La Palma and Cypress are communities with whom we have share multiple commonalities and worked with over the years on regional issues. To be included with two coastal communities and a portion of a third, much larger, city could impact the manner in which communities interact with each other and their elected officials, and may not be in the true spirit of the Commission's mandated goals of maintaining "communities of interest" and the "maintenance of contiguous borders." Accordingly, I have attached maps of the proposed local Assembly Districts for the City Council's consideration.

Should the Council wish to take action regarding this issue, it would be appropriate to provide specific direction to staff.

Fiscal Impact

No fiscal impact.

Submitted By:



Jeff Stewart, City Manager

Attachments: 1) *Region III AD – North Orange County*
 2) *Region III AD – South Orange County*
 3) *Region III CD – Orange County*

