

CITY OF LOS ALAMITOS

3191 Katella Avenue
Los Alamitos, CA 90720

AGENDA CITY COUNCIL REGULAR MEETING MONDAY, MAY 16, 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 Stephens

4. INVOCATION

Council Member Kusumoto

5. PRESENTATIONS

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

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

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

May 16, 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)

- 1. Approve Minutes of the Regular Meeting – April 4, 2011.
- 2. Approve Minutes of the Regular Meeting – April 18, 2011.
- 3. Approve Minutes of the Regular Meeting – May 2, 2011.

B. Warrants (Finance)

May 16, 2011.

C. Activities Guide Brochure Printing Contract (Comm. Svcs.)

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

Recommendation: Authorize 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.

D. Consideration of Professional Service Agreement for Charles Abbott Associates for NPDES Related Services (Comm. Dev.)

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.

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.

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

9. DISCUSSION ITEMS

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

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.

Recommendation: 1) Approve Resolution No. 2011-08 creating the position of Finance Director and establishing a salary range for the position; 2) Eliminate the positions of Administrative Services Director and Finance Manager; and 3) Alternatively, discuss and take other action related to this item.

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

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.

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

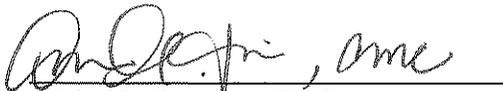
Case Number: Orange County Superior Court Case #00420414

Authority: Government Code Section 54956.9(a)

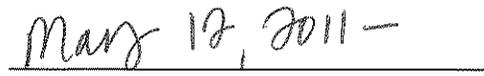
13. ADJOURNMENT

The next meeting of the City Council is scheduled for Monday, June 6, 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.



Adria M. Jimenez, CMC
City Clerk



Date

CITY OF LOS ALAMITOS
Register of Major Expenditures
May 16, 2011

Pages:

01	\$ 13,500.00	Major Warrants	05/16/2011
	\$ 189,620.47	Payroll	04/29/2011
	\$ 139,000.56	Payroll Benefits	04/29/2011

Total \$ 342,121.03

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 11th day of May, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
REDFLEX TRAFFIC SYSTEMS, INC.	APR 11 PHOTO ENFORCEMENT	GENERAL FUND	TRAFFIC	13,500.00
			TOTAL:	<u>13,500.00</u>

===== FUND TOTALS =====
10 GENERAL FUND 13,500.00

GRAND TOTAL: 13,500.00

TOTAL PAGES: 1

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

REGULAR MEETING – April 4, 2011

ITEM NO. 8A1

**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, April 4, 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. PRESENTATION OF COLORS AND PLEDGE OF ALLEGIANCE

The Presentation of Colors was provided by the Civil Air Patrol. Mayor Stephens led the Pledge of Allegiance.

4. INVOCATION

Council Member Poe gave the Invocation.

5. PRESENTATIONS

A. National Public Safety Dispatcher Week

Mayor Stephens presented a proclamation to Paul Phillips and staff in recognition of National Public Safety Dispatcher Week. Pictures with Council followed.

B. Certificate of Recognition to Race on the Base Sponsors

Mayor Stephens and the City Council presented Certificates of Recognition to the Race on the Base Sponsors. Pictures with Council followed.

6. ORAL COMMUNICATIONS

Catherine Driscoll, resident, invited residents to participate in an upcoming blood drive for Kai Quinonez; she handed flyers to the City Council.

Maria Teresa Diaz, Comite Del Amor, informed the City Council that through negotiations with the Archdioceses of Orange, an agreement has been reached to continue the efforts to purchase the historical plaza for approximately three more years and make it a historical landmark.

Dave Hauske, Garden Grove resident, spoke about the addition of the Black Hawk Company to JFTB.

John Ellinger, resident commented on the Black Hawk Company reassignment to JFTB.

Nancy Karmalich, resident, spoke in support of the reassignment of the Black Hawk Company to JFTB.

Judy Klabouch, Chamber of Commerce, provided information on the Citizen of the Year dinner and this year's recipients Dr. Greg Franklin and Allen McClean. Ms. Klabouch also provided information on the Chamber of Commerce's upcoming golf tournament.

Walter Yesenowski, resident, spoke in opposition to the Black Hawk reassignment to JFTB.

Sammuel Manning, resident, spoke in regards to an article published by Supervisor Moorlach in the OC Register regarding a "Super City," and asked the Council to be hesitant on supporting his recommendation.

J.M. Ivler, resident, spoke about comments made at a previous meeting by a member of the public and Mayor Pro Tem Edgar and responded to personal attacks. Mr. Ivler also requested the Planning Commission recommendation of Katella rezoning be brought back for consideration. Mr. Ivler request Mr. Sylvia's name be removed from the Council Chambers Conference Room.

John Fallon, resident, spoke in opposition to Item #9C, the reassignment of the Black Hawk Company to JFTB.

Larry Strawther, commented on the recent LATV workshop held by the City Council and comments made by Council Members. Mr. Strawther advised he is not recommending CSMP renew their contract with the City.

Mayor Stephens advised Item #9C will be taken out of order.

9. DISCUSSION ITEMS

C. U.S. Army Reserve Black Hawk Helicopter Company at JFTB

The City Council has invited Brigadier General Keith Jones and his staff to present an overview of the proposed stationing of a Black Hawk Helicopter Company moving from Victorville to Los Alamitos Joint Forces Training Base.

Brigadier General Jones provided information on the Black Hawk Helicopter Company's reassignment to JFTB and answered questions from the City Council.

Lt. Colonel Kelley and Lt. Colonel Molarsky were also available to respond to questions from Council Members.

The City Council agreed to request the public comment period be extended, and draft a letter from the Mayor on behalf of the City Council expressing Council and resident concerns.

7. REGISTER OF MAJOR EXPENDITURES

April 4, 2011.

Motion/Second: Poe/Edgar

Unanimously Carried: The City Council approved the Register of Major Expenditures for April 4, 2011, in the amount of \$289,436.67.

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.

City Manager Stewart stated in response to Mr. Strawther's comments, he is requesting Item #8E be pulled from the Consent Calendar.

Council Member Graham-Mejia pulled Item #8A.

Motion/Second: Edgar/Kusumoto

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

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

B. Warrants

April 4, 2011.

C. Second Reading of Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code

At its meeting of March 21, 2011, the City Council conducted the first reading of Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code. The Ordinance allows the public to comment during Oral Communications for five minutes and for three minutes on an agenda item at the time the item is being discussed by the City Council.

Recommendation: Waived further reading and adopted Ordinance No. 11-05, "Amending Portions of Chapter 2.04.170(a), "Addressing the council," of the Los Alamitos Municipal Code, by a roll call vote.

D. Agreement for Implementation of Water Quality Monitoring (WQM), Reporting, and Studies for Coyote Creek with the County of Orange and Orange County Flood Control District

Consideration of Agreement to share in Santa Ana Regional Water Quality Control Board water quality monitoring, report, studies along with sharing costs of project in the amount of \$1,803.65.

Recommendation: Authorized the Mayor to execute the Agreement for Implementation of Water Quality Monitoring, Reporting, and Studies for Coyote Creek with the County of Orange and Orange County Flood Control District, to comply with the requirements of the San Gabriel River/Coyote Creek Total Maximum Daily Loads for Copper, Lead, and Zinc.

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

A. Approval of Minutes

Approve Minutes of the Regular Meeting – March 7, 2011.

Council Member Graham-Mejia referenced page 8, Item #8C, stating the minutes do not mention Council discussion and believes this is not good. She requested the City Council go back to summary minute format.

Motion/Second: Edgar/Poe

Carried 3/1/1 (Kusumoto "Abstain") (Graham-Mejia "No")

E. Approval of an Agreement with Community Schools and Media Partnership (CSMP), a Professional Services Agreement with John Underwood for the Provision of Services Related to LATV and Reactivation of the Community Cable Commission to Provide Recommendations to the City Council Regarding Cable Television Issues

On March 21, 2011, the City Council conducted a workshop to discuss the future of LATV operations. During the meeting, the Council requested staff to bring an item back to the Council extending the most recent agreement with Community Schools and Media Partnership (CSMP) for six months, authorizing a six-month professional services agreement with John Underwood to serve in the capacity of Studio Production Coordinator and reactivate and recruit members for a five-member Community Cable Commission.

City Manager Stewart advised in light of Mr. Strawther's comments he is recommending the City Council authorize the City Clerk to move forward with recruiting members for the commission, and return to the Council at a later date with additional information and a recommendation.

After City Council discussion, the following motions were made:

Substitute Motion/Second: Graham-Mejia/Kusumoto
Take no action tonight and address this issue at the next Council Meeting.

Motion/Second: Graham-Mejia/Kusumoto
Defeated 2/3: (Edgar/Poe/Stephens "No")
To substitute the motion.

Motion/Second: Poe/Edgar
Carried 3/2: (Graham-Mejia/Kusumoto "No")
Reestablished a five-member Community Cable Commission and authorize the City Clerk to open the recruitment and advertise for candidates to fill the positions.

9. DISCUSSION ITEMS

A. **The General Plan Ad Hoc Subcommittee is Seeking Input from the Council Regarding the Selection Process for General Plan Firms**

Consideration for interview, negotiation, and recommendation policy for the General Plan Subcommittee.

Steven Mendoza, Community Development Director, provided a brief summary of the staff report.

Motion/Second: Poe/Edgar
Allow the ad hoc subcommittee to conduct the rating, interviewing, negotiating and selecting one of the three firms to be presented to the full body of the City Council.

Substitute Motion: Graham-Mejia
Motion died for lack of a second.
Allow the entire City Council to discuss and decide the items and not the Ad Hoc Subcommittee.

After reports by the Council Ad Hoc Subcommittee members Mayor Pro Tem Edgar and Kusumoto, Council Member Poe amended her motion to the following:

Amended Motion/Second: Poe/Stephens
Carried: 2/1 (Graham-Mejia "No")
Allow the Ad Hoc Subcommittee to establish criteria and rate the proposals and bring the information back to the City Council for discussion.

B. Authorization to Circulate a Request for Proposal Seeking a Qualified Certified Public Accounting Firm to Audit the City's Financial Statements, including Waste Hauler Franchise Fees

This report is requesting authorization of the City Council to circulate a request for proposal which seeks a qualified certified public accounting firm to audit the City's financial statements, including waste hauler franchise fees, for three fiscal years, beginning with the fiscal year ending June 30, 2011.

City Manager Stewart summarized the staff report and noted that two additional requests were added to the audit proposal: LATV financial information and Waste Hauler Franchise Fees.

Motion/Second: Edgar/Kusumoto

Unanimously Carried: Approved the Request for Proposal; and, authorized staff to advertise and solicit proposals.

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

Council Member Graham-Mejia addressed the rotation of this item and asked it be consistent; commended Cat Driscoll for participating in the blood and bone marrow drive for Kai Quinonez and encouraged residents to attend; thanked Mr. Strawther for his time working with LATV; asked for the possibility of having a Town Hall Meeting for the Black Hawk reassignment and requested flyers be delivered to residents; and, asked the issue of ad hoc subcommittees be agendaized for Council discussion. Council Member Graham-Mejia requested confirmation regarding Council appointments for the City Selection Committee Meeting representative.

Council Member Kusumoto thanked Mayor Stephens for allowing him to present a Commendation recognizing the Los Alamitos High School Boys Basketball Team as Sunset League Co-Champions; commented on the bone marrow drive for Kai Quinonez; and, requested information on who from the Council attends the upcoming City Selection Committee Meeting.

Council Member Poe commented on the lease extension of St. Isidore's Plaza and thanked Maria Teresa Diaz and the community, residents and business-members for the support they have provided to this date and asked for continued support; reported on her attendance at the OC Library Board Meeting and provided information on the allocation formula which determine library operations noting the Los Alamitos/Rossmoor Library will remain status quo as it relates to operating days and times; and, encouraged residents to partake in the blood/bone marrow drive for Kai Quinonez.

Mayor Pro Tem Edgar advised Allen McClean is retiring from the Casa Youth Shelter Board and thanked Allen for his years of service to the community; reported on the Orange County Sanitation District Meeting and expressed his concern of OCSD's five-year 10% a year rate increase plan; thanked Council Member Poe for her effort on the OC Library Board and acknowledged the significance of the allocation formula; provided an update on Congressman Royce's Town Hall Meeting which focused on reducing spending and getting a

budget passed; advised the City of Stanton will be placing a UUT extension on the ballot, and in an effort to reduce costs in the largest portion of its budget, the City decided to close a police substation; advised Banners of Honor are still available for purchase and thanked Nancy Karmelich for her continued dedication to the program; and, asked the City's website be evaluated as to the amount and type of content that is available.

Mayor Stephens reported on his attendance at the OCFA Board Meeting and the OCFA's Budget and Finance Committee Meeting and advised the committee decided to reinstate false alarm fees and fire sprinkler installation inspections fees; advised April is Distracted Driving Awareness Month, zero tolerance on texting and hand-held phone use while driving; advised Council Member Graham-Mejia that the rotation was not on the previous agenda, but will make sure it is listed in all future agendas; asked that the Town Hall Meeting in regards to the Black Hawk reassignment be held at the Base; congratulated Bill and Marilyn Poe on their 53rd wedding anniversary; and, wished his son, Andrew, a Happy Birthday tomorrow.

11. ITEMS FROM THE CITY MANAGER

Jeffrey L. Stewart, City Manager, had nothing to report.

12. ADJOURNMENT

At 10:40 p.m., Mayor Stephens adjourned the City Council Meeting.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC
City Clerk

ITEM NO. 8A2

MINUTES OF THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS

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

REGULAR MEETING – April 18, 2011

1. CALL TO ORDER

The City Council met in Regular Session at 7:05 p.m., Monday, April 18, 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

Council Member Kusumoto led the Pledge of Allegiance.

4. INVOCATION

Mayor Pro Tem Edgar gave the Invocation.

5. PRESENTATIONS

A. Race on the Base Sponsor Recognition – Golden State Water

Mayor Stephens presented John Dewey, Golden State Water Co., with a Certificate of Appreciation. Pictures with Council followed.

B. Proclamation Presentation – Donate for Life

This item was postponed.

6. ORAL COMMUNICATIONS

Rebecca Lara, Rossmoor Predator Management Team (RPMT), addressed comments made by Mayor Pro Tem Edgar at a previous Council Meeting.

Beth Pibun, resident, commented on the importance of the Base in Los Alamitos and her support for the Black Hawk Helicopter Company's transfer to JFTB.

Pat Blanchard, resident, spoke on the importance of the Base, and, commented on a previous speaker's comments. She recommended residents do not allow their dogs to go outside at night if they are in fear of coyotes.

7. REGISTER OF MAJOR EXPENDITURES

April 18, 2011.

Motion/Second: Graham-Mejia/Edgar

Unanimously Carried: The City Council approved the Register of Major Expenditures for April 18, 2011 in the amount of \$409,540.44.

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 Graham-Mejia pulled Consent Calendar Items #8A, #8C, and #8D.

Motion/Second: Graham-Mejia/Edgar

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

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

B. Warrants

April 18, 2011.

E. Resolution No. 2011-07 – Consideration of a Three-Year Memorandum of Understanding Between the City of Los Alamitos and the Los Alamitos City Employee Association

The most recent agreement between the City and the Los Alamitos City Employees Association (CEA) Expired on June 30, 2010. The City and the CEA have met and conferred in good faith and have tentatively agreed on a three-year Memorandum of Understanding (MOU) which would be in effect through March 31, 2014.

Recommendation: Adopted Resolution No. 2011-07 – Approving a three-year agreement between the City and the Los Alamitos City Employees Association.

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

8A. Approval of Minutes

Approve Minutes of the Special Meeting – March 21, 2011

Council Member Graham-Mejia confirmed with the City Attorney if she wished to vote “No” on the item does she pull the item from the Consent Calendar so it can be taken separately.

Sandra Levin, City Attorney, advised her options are to either vote for or against the consent calendar as a whole but note your opposition to that particular item, or ask that the item be pulled and then vote on it separately.

Motion/Second: Poe/Kusumoto

Carried 4/1: (Graham-Mejia “No”) Approved the Minutes of the Special Meeting – March 21, 2011.

C. Approval of Plans and Specifications and Authorization to Bid the Laurel Park Field Renovations

This report recommends actions that facilitate installation of the Laurel Park Field Renovations.

Council Member Graham-Mejia asked if the savings from this project can be used to repair the fence at Orville Lewis Park.

Jeffrey L. Stewart, City Manager, stated he has asked the Public Services Superintendent to obtain prices for repairing the fence at Orville Lewis Park.

Council Member Poe asked if the City should go through the expense of repairing the turf at Laurel Park because of its heavy usage for carnivals and special events which degrade the turf.

Angie Avery, Community Services Director, advised the City is not going to allow big events such as carnivals where there are uncontrolled uses; Ms. Avery stated in terms of events staff is going to be very mindful of what happens at Laurel Park.

Motion/Second: Graham-Mejia/Poe

Unanimously Carried:

1. Approved the plans and specifications for the replacement of the Laurel Park Field Renovations; and,
2. Authorized staff to advertise and solicit bid proposals.

D. Approval of Professional Services Agreement with KFM Engineering Inc. for Pavement Management Program Services

In April 2011, staff solicited proposals from qualified firms to provide an update of the City's Pavement Management Program (PMP) as required under the voter approved countywide Measure M Funding Program. The update is required in order for the City to receive funding through the Measure M Program.

Council Member Graham-Mejia stated she is glad to see the competitive bid process is working in the City's favor. She stated the group we are potentially going with is quite a bit less than the company we generally use.

Council Member Poe stated she believes it is important for residents to understand that previous Councils believed it was important for the City to maintain City streets, which was why PMP was started. She thanked staff and stated she is glad we are continuing with this program.

Sandra Levin, City Attorney, requested a prevailing wage paragraph be added to the professional services agreement, which is a technical requirement under state law.

Motion/Second: Graham-Mejia/Poe

Unanimously Carried: Authorized the City Manager to approve a Professional Services Agreement with Prevailing Wages requirement with Kreuzer Consulting Group, in the amount of \$22,500 to update the City's Pavement Management Program.

9. DISCUSSION ITEMS

Community Development Block Grant (CDBG) Program Cooperation Agreement – Amendment Two for Fiscal Year 2012-2014

The County of Orange Housing and Community Services Department has notified the City to renew the (CDBG) Program Cooperation Agreement for funds received through the U.S. Department of Housing and Urban Development (HUD).

Steven Mendoza, Community Development Director, summarized the staff report and answered questions from the City Council. Mr. Mendoza advised there is a revised agreement submitted by the County and provided copies to the City Council for their review.

Motion/Second: Poe/Edgar

Unanimously Carried: The City Council approved and authorized the City Manager to execute Amendment Two to the Cooperation Agreement between the County of Orange and the City of Los Alamitos for participation in the Urban County Program to utilize CDBG program funds for Fiscal Year 2012-2014.

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

Council Member Kusumoto thanked the Mayor for allowing him to present a Proclamation to Colonel Ryan and Governor Brown at the California Cadet Corps 100th Anniversary Celebration; reported on his attendance at the OC City Selection Committee Meeting and educational seminar; thanked the City Council for allowing him to present a Commendation to the Los Alamitos High School Wrestling Team on their success as Sunset League Champions; and, stated he is "going green" for Council agendas, which is why he has a laptop on the dias.

Council Member Poe thanked the young people in the audience for attending tonight's meeting; reported on her attendance at the California Parks and Recreation Society District 10 Awards Banquet and congratulated the 50th Anniversary Planning Committee for receiving the Volunteer Merit Award and announced Corey Lakin received the President's Award. Ms. Poe requested to see a realistic cost of allowing street banners in the City; asked that plans for a underground utility project in the alley between Katella Avenue and Farquhar be reconsidered; asked a workshop or informational meeting on the Black Hawk Helicopter Company's move to JFTB be scheduled for residents; and, requested the City Council adjourn tonight's meeting in memory of Patty Royce, wife of Ed Royce, Sr.

Mayor Pro Tem Edgar stated a school board member has requested the City re-establish the City/School ad-hoc committee to address upcoming concerns; reported on his attendance at the OC City Selection Committee Meeting and noted Joe Carcio of Huntington Beach was elected to LAFCO; reported on his attendance at the OCSD meeting; stated he attended the OC Municipal Water District Aqueduct trip of the Delta/Colorado River; advised the general plan ad-hoc committee is reviewing the three proposals received; noted the City Employee's Association MOU was on tonight's agenda and thanked the Council and employees for their work on negotiations; thanked Council Member Graham-Mejia for getting he and his wife last minute tickets to watch the Los Alamitos High School Choir perform in New York City; and, announced this Thursday eight gourmet food trucks, in conjunction with Starbucks, will be in the parking lot of US Bank. Mr. Edgar thanked Council Members Graham-Mejia and Poe for assisting in extending the timeline for the Black Hawk public comment period; commented on the passing of Patty Royce; and, addressed the comments made by Rebecca Lara, stating he realizes there is a coyote issue and appreciates their work; however, in regards to Rossmoor's issue of latent powers, Mr. Edgar asked the community to look at Los Alamitos as having no policy. He stated he would like to personally meet with the Laras to address their concerns. Mayor Pro Tem Edgar advised residents of the West County Connectors project and the on-going construction on the 22 Freeway and the closure of the 7th Street off-ramp.

Mayor Stephens reported on his attendance at the OCFA Budget/Finance Committee Meeting and provided an update on the OCFA's Arson Abatement Program; reported he attended a Mayor's Meeting held by Jim Sylva who provided a legislative update and information on budget problems; provided

information on the Prescription Drug Take-Back Day to be held April 30th; and, commented on a letter he received from a Cypress resident regarding the excellent handling of a domestic disturbance situation by Los Alamitos Police Officer Kim.

Council Member Graham-Mejia reported on a blood/bone marrow drive for Tai Quinonez, and thanked Shelley Hasselbrink, Cat Driscoll, Carson and Cooper Hasselbrink, Kayla Taylor, and her son Gabe Mejia, for their assistance with the event. She congratulated the Los Alamitos High School Choir for winning the National Championship Show Choir Competition in New York City and requested the City present a proclamation to the Choir. She extended a special thank you to BG Jones for his persistence in extending the public comment timeline; thanked Angie Avery, Community Services Director, for being a great mentor to her staff. Council Member Graham-Mejia asked the City Manager to address a letter sent by a resident regarding the informational flyers the City handed out on the Black Hawk Team; and, commented on the food trailers. She confirmed with the City Manager that even though Mr. Strawther decided not to renew his contract with the City for the next six months, he is still honoring his contract till the end of this month. She thanked Mr. Strawther and CSMP for their work.

Mayor Stephens thanked Boy Scout Troop #658 for attending tonight's meeting and thanked the Scout Masters and parents for their volunteer time.

11. ITEMS FROM THE CITY MANAGER

As requested by Council Member Graham-Mejia, Mr. Stewart provided information on the flyers recently distributed to residents regarding the Black Hawk Helicopter Company's reassignment to JFTB.

Mr. Stewart also provided additional information on the Food Trucks coming to Los Alamitos on Thursday.

12. RECESS/CLOSED SESSION

Mayor Stephens read the Closed Session item and immediately recessed into Closed Session.

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 10:27 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

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

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

REGULAR MEETING – May 2, 2011

1. CALL TO ORDER

The City Council met in Regular Session at 7:21 p.m., Monday, May 2, 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

Council Member Poe led the Pledge of Allegiance.

4. INVOCATION

Council Member Graham-Mejia gave the Invocation.

5. ORAL COMMUNICATIONS

Laurie Schiada, resident, invited the City Council and residents to participate in the Relay for Life, July 16-17, Los Alamitos High School.

Richard Murphy, resident, asked the City Council to request Caltrans to increase the construction work schedule for the 7th Street Bridge in Long Beach, and the scheduled reconstruction of the Seal Beach Bridge.

J.M. Ivler, resident, stated the "In God We Trust" plaque located in the Council Chambers should not be posted. Mr. Ivler also commented on the Invocation held at the beginning of the meeting.

Alice Jempsa, resident, advised solicitors are coming to her residence in the late evening hours without a City solicitor's permit. She requested the City inform solicitors of the requirements for obtaining a permit.

6. REGISTER OF MAJOR EXPENDITURES

May 2, 2011.

Motion/Second: Edgar/Poe

Unanimously Carried: The City Council approved the Register of Major Expenditures for May 2, 2011, in the amount of \$251, 393.83.

Roll Call Vote

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

7. 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 #7A.

Council Member Graham-Mejia pulled Consent Calendar Item #7D.

Motion/Second: Edgar/Poe

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

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

B. Warrants

May 2, 2011.

C. Authorization to Purchase Replacement Computers

This report seeks City Council authorization to purchase fifteen (15) replacement desktop computers for distribution in City Departments.

Authorized the expenditure of \$11,594.85 from the Fiscal year 2010-11 Budget, account number 53.512.5450, for the purchase of fifteen (15) replacement desktop computers from a sole source vendor for distribution in City Departments.

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

A. Approval of Minutes

Approve Minutes of the Regular Meeting – March 21, 2011.

Council Member Kusumoto stated he pulled this item because he believes the summary regarding the Rossmoor Latent Powers discussion was too brief.

After Council discussion, the following motion was made:

Motion/Second: Poe/Edgar

Carried 3/2: (Graham-Mejia/Kusumoto "Abstain")

Approved Minutes of the Regular Meeting – March 21, 2011.

D. Consideration of a Professional Services Agreement with Mr. Douglas L. Wood for the Provision of Services Related to the Administration of LATV

The City's agreement with CSMP for the administration and program scheduling of LATV will expire on April 30, 2011. Staff is proposing that the City Council approve a professional services agreement with Mr. Douglas L. Wood to manage those duties temporarily while the City considers the future structure of LATV.

Council Member Graham-Mejia asked City Manager Stewart to provide a brief staff report on LATV and what the monies are for.

Mr. Stewart advised Mr. Wood has agreed to pick up the items previously handled by CSMP which includes programming the server and providing additional programming as necessary, in addition to his duties of broadcasting the Council Meetings for the next couple of months until the City decide how to move forward with the structure of LATV.

Motion/Second: Graham-Mejia/Poe

Unanimously Carried: Approved the attached agreement with Douglas L. Wood for the provision of services related to LATV.

8. DISCUSSION ITEMS

A. United States Army Reserve (USAR) Black Hawk Helicopter Company at Joint Forces Training Base (JFTB)

Consideration of Response letter to USAR regarding Environmental Assessment of Black Hawk Company at JFTB.

Steven Mendoza, Community Development Director, provided background information and advised a draft letter is attached for City Council consideration and approval.

After Council discussion, the City Council agreed to approve the attached letter with the following editions: 1) Omit the last three lines of paragraph 3, "Based upon this feedback the City of Los Alamitos is concerned about increased impacts resulting from the additional Black Hawk unit and its impacts to the quality of life," 2) Include "We are supportive of military uses that are consistent with the mission of the base and compatible with surrounding uses."

Motion/Second: Graham-Mejia/Poe

Unanimously Carried: The City Council authorized the Mayor to sign the attached letter, with the noted editions, and forward to USAR.

B. Evaluation of General Plan Consultants

The General Plan Ad Hoc Subcommittee has evaluated the General Plan proposals and developed a matrix. The Subcommittee is providing a progress update to the City Council prior to City Manager and Community Development Director interviews and rating of the two top rated firms.

Steven Mendoza, Community Development Director, summarized the staff report.

Mayor Pro Tem Edgar addressed questions from the City Council about pricing and scoring of the proposals.

Council Member Graham-Mejia requested her statement be added to the record: "In the future, I would like that I think something as important as spending the City's money should not be handled by an adhoc committee, though I do appreciate all the work that Mayor Pro Tem Edgar and Council Member Kusumoto have done and they're both absolutely perfect for the job I just think that as Council Members we learn from each other and it would have been a perfect opportunity for those of us who don't have the background you do to learn from this so if we're on an adhoc committee in the future should we continue to go that way we take that knowledge through on how to make this happen and make it happen well."

As a member of the adhoc subcommittee, Council Member Kusumoto commented on the rating process of the proposals.

Motion/Second: Poe/Stephens

Unanimously Carried: 1) Received and Filed Recommendation of Ad Hoc Subcommittee; and, 2) Accepted recommendation of consulting firms to be interviewed by City Manager and Community Development Director.

9. MAYOR AND COUNCIL INITIATED BUSINESS Council Announcements

Council Member Poe invited residents and contractors to a community meeting on May 11th at the Community Center to discuss the City's building regulations; thanked staff for a good start on the budget process; commented on solicitors in the area and thanked Ms. Jempsa for bringing her concern forward; thanked members of the Schiada family for participating in the Relay for Life and encouraged everyone to participate.

Mayor Pro Tem Edgar thanked Finance Manager Agramonte for her hard work on the budget and stated he feels the items captured will be institutionalized and could help future Councils; reported on his meeting regarding the consolidation of the police departments of Cypress, Seal Beach, and Los Alamitos, noting it was an informal discussion and an idea as a potential solution to budget reductions. Mr. Edgar added he did not advise the City Council of the meeting for fear of violating the Brown Act. Mayor Pro Tem Edgar reported on his attendance at the OCSD Board Meeting and advised Connie Underhill, Placentia Council Member,

suffered a heart attack and is recovering at Anaheim General Hospital. Mayor Pro Tem Edgar advised of Casa Youth Shelter's Pizza Mondays fundraiser, in cooperation with Valentino's Pizza, and encouraged the community to participate; and, reported on a the gourmet trucks coming to Los Alamitos on Thursdays working with Starbucks and St. Isidore's Plaza.

Mayor Stephens reported on his attendance at the OCFA Budget and Finance Committee Meeting; thanked Laurie Schiada for providing information on the Relay for Life; reported on his attendance at the Precious Life Shelter fundraiser event Saturday evening and thanked Teresa Murphy for coordinating the event.

Council Member Graham-Mejia requested the City Council formally recognize the police officers who were recently involved in the investigation of vehicle burglaries and the recovery of property stolen from those vehicles; requested the City advise residents of solicitor permit information, including what the City's solicitor permit looks like; requested City staff review why residents can no longer have livestock (chickens) and if the Council chooses, look at reinstating the allowance of chickens with precautionary measures. Council Member Graham-Mejia commented on the police services consolidation meeting stating she was surprised to learn about the issue because she had not heard about it. She stated that the residents she has spoken with want to keep our police department and do not want to comingle, and understands there may be fiscal benefits, and if they are going to look at consolidating the departments that the residents would like it on the ballot in the next election. She addressed Mr. Ivler's comments about the Invocation, and advised there is no disrespect intended. She asked what are the options to allow other faiths to come and pray.

Sandra Levin, City Attorney, stated she has seen other City's open it up, but the City cannot limit access.

Council Member Kusumoto commented on the police department discussion and stated he understands the need and timing issues and asked if there is some way to notify Council without having a Brown Act violation; confirmed the Mayor is attending the upcoming City Selection Committee Meeting; advised he is attending Colonel Grimm's retirement ceremony and luncheon; stated he attended the gourmet food truck event and inquired if the recent event was successful; advised May is Asian Pacific Islander Heritage Month and provided brief historical information; and, advised Glenn Tanaka is conducting a fundraiser on June 18th at his Irvine farm to benefit the farmers in Japan devastated by the tsunami.

10. ITEMS FROM THE CITY MANAGER

City Manager Stewart had nothing to report.

11. RECESS/CLOSED SESSION

Mayor Stephens read the Closed Session item and immediately recessed into Closed Session.

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)

12. RECONVENE/ADJOURNMENT

Mayor Stephens reconvened the City Council Meeting at 10:10 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

May 16, 2011

Pages:

01-08	\$ 91,748.41	A/P Warrants	05/16/2011
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Total **\$ 91,748.41**

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 11th day of May, 2011

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
10-8 RETROFIT, INC.	INSTALL SPOTLIGHT	GARAGE FUND	GARAGE	527.46
	INSTALL SPOTLIGHT	GARAGE FUND	GARAGE	527.46
	LED LIGHTBULBS	GARAGE FUND	GARAGE	342.02
	TOTAL:			1,396.94
ACE INDUSTRIAL SUPPLY, INC.	SUPPLIES FOR STREET	GENERAL FUND	STREET MAINTENANCE	245.95
	TOTAL:			245.95
ACT COMPLIANCE	DUMP TRUCK SMOKE TEST	GARAGE FUND	GARAGE	100.00
	TOTAL:			100.00
THE ACTIVE NETWORK, INC	CONTRACT RENEW 4/11-3/12	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	1,725.00
	TOTAL:			1,725.00
ADAMSON POLICE PRODUCTS	DRUG TESTING KITS	GENERAL FUND	PATROL	198.25
	TOTAL:			198.25
AEI	STARTER FOR TRUCK	GARAGE FUND	GARAGE	100.00
	TOTAL:			100.00
ALAMITOS AUTO PARTS	OIL FILTERS	GARAGE FUND	GARAGE	61.60
	BRAKE PADS	GARAGE FUND	GARAGE	207.17
	FILTERS & PADS	GARAGE FUND	GARAGE	212.12
	BATTERY	GARAGE FUND	GARAGE	106.52
	BELT	GARAGE FUND	GARAGE	21.37
	TOTAL:			608.78
AMERICAN RED CROSS	AQUATICS SUPPLIES	GENERAL FUND	AQUATICS	772.77
	TOTAL:			772.77
ANIMAL PEST MANAGEMENT SERVICES	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	250.00
	GOPHER CONTROL	GENERAL FUND	PARK MAINTENANCE	80.00
	TOTAL:			330.00
ARBOR NURSERY PLUS	TREE	GENERAL FUND	PARK MAINTENANCE	38.41
	TOTAL:			38.41
ASCI SECURITY	P/D LOT FENCE	ASSET SEIZURE	CAPITAL PROJECTS	1,088.59
	TOTAL:			1,088.59
AT & T	BILL CYCLE 4/19-5/18	GENERAL FUND	COMMUNICATIONS TECHNOL	357.22
	TOTAL:			357.22
AT & T MOBILITY	BILL CYCLE 3/24-4/23	GENERAL FUND	PATROL	388.93
	TOTAL:			388.93
BUSINESS PRODUCTS DISTRIBUTORS	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	28.47
	PAPER	GENERAL FUND	ADMINISTRATIVE SERVICE	256.65
	KITCHEN SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	18.04
	OFFICE SUPPLIES	GENERAL FUND	ADMINISTRATIVE SERVICE	36.44
	PAPER	GENERAL FUND	POLICE ADMINISTRATION	256.65
	PAPER	GENERAL FUND	COMMUNITY DEVEL ADMIN	256.65
	OFFICE SUPPLIES	GENERAL FUND	COMMUNITY DEVEL ADMIN	14.21
	OFFICE SUPPLIES	GENERAL FUND	PUBLIC WORKS ADMIN	39.52
	PAPER	GENERAL FUND	PUBLIC WORKS ADMIN	256.65
	PAPER	GENERAL FUND	RECREATION ADMINISTRAT	256.65

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	AQUATICS	69.97
	OFFICE SUPPLIES	GENERAL FUND	AQUATICS	47.28
			TOTAL:	<u>1,537.18</u>
CALIFORNIA CRIMINAL JUSTICE WARRANT SE	2011 LAW ENFORCE DIRECTORY	GENERAL FUND	RECORDS	25.00
			TOTAL:	<u>25.00</u>
CALIFORNIA FORENSIC PHLEBOTOMY INC.	BLOOD TEST	GENERAL FUND	PATROL	112.50
			TOTAL:	<u>112.50</u>
CAMERON WELDING	ARGON GAS	GARAGE FUND	GARAGE	57.68
			TOTAL:	<u>57.68</u>
CARSON SUPPLY CO., INC.	IRRIGATION SUPPLIES	GENERAL FUND	PARK MAINTENANCE	496.65
			TOTAL:	<u>496.65</u>
CITY OF BREA	IT SERVICES 03/11	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	8,235.81
			TOTAL:	<u>8,235.81</u>
COMMUNITY SCHOOLS MEDIA PARTNERSHIP	VIDEOTAPE CC MEETINGS 2/11	GENERAL FUND	CITY COUNCIL	450.00
	MANAGE/PROGRAM LATV3 4/11	LOS ALAMITOS TV	LOS ALAMITOS TV	2,083.00
			TOTAL:	<u>2,533.00</u>
COMPUTER SERVICE CO.	SIGNAL REPAIR	GENERAL FUND	STREET MAINTENANCE	1,240.00
			TOTAL:	<u>1,240.00</u>
COUNTY OF ORANGE AUDITOR-CONTROLLER	PARKING CITATIONS 03/11	GENERAL FUND	NON-DEPARTMENTAL	2,807.50
			TOTAL:	<u>2,807.50</u>
COUNTY OF ORANGE TREASURER-TAX COLLECT	COMM CHARGES 4Q FY 10/11	GENERAL FUND	COMMUNICATIONS TECHNOL	3,231.00
	OCATS 04/11	GENERAL FUND	COMMUNICATIONS TECHNOL	305.00
			TOTAL:	<u>3,536.00</u>
DECKSIDE POOL SERVICE	POOL REPAIRS	GENERAL FUND	AQUATICS	630.00
			TOTAL:	<u>630.00</u>
DEPARTMENT OF CONSERVATION	SMIP FEES 1Q 2011	GENERAL FUND	NON-DEPARTMENTAL	162.46
			TOTAL:	<u>162.46</u>
KEITH ELIOT	INSTRUCTOR - GUITAR	GENERAL FUND	SPECIAL CLASSES	87.75
			TOTAL:	<u>87.75</u>
FUN ON THE FARM, INC.	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	244.80
	INSTRUCTOR-HORSEBACK RIDE	GENERAL FUND	SPECIAL CLASSES	122.40
			TOTAL:	<u>367.20</u>
GANAHL LUMBER COMPANY	RAGS	GENERAL FUND	STREET MAINTENANCE	6.48
	SAFETY SUPPLIES	GENERAL FUND	STREET MAINTENANCE	39.12
	TARP	GENERAL FUND	STREET MAINTENANCE	13.04
	HARDWARE	GENERAL FUND	STREET MAINTENANCE	19.14
	SIGN REPAIR	GENERAL FUND	PARK MAINTENANCE	9.00
	HOSE	GENERAL FUND	PARK MAINTENANCE	4.67
	ELECTRICAL COVER	GENERAL FUND	BUILDING MAINTENANCE	3.47
	POOL PAINTING SUPPLIES	GENERAL FUND	BUILDING MAINTENANCE	23.46
	ELECTRICAL SUPPLIES	ASSET SEIZURE	CAPITAL PROJECTS	9.52
	ELECTRICAL SUPPLIES	ASSET SEIZURE	CAPITAL PROJECTS	7.04

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	ELECTRICAL SUPPLIES	ASSET SEIZURE	CAPITAL PROJECTS	42.00
	ELECTRICAL SUPPLIES	ASSET SEIZURE	CAPITAL PROJECTS	16.85
	CABLE & SPACERS	GARAGE FUND	GARAGE	7.66
	TOOLS	GARAGE FUND	GARAGE	6.30
	HARDWARE	GARAGE FUND	GARAGE	3.70
			TOTAL:	<u>211.45</u>
GLOBALSTAR USA	SATELLITE PHONE 04/11	GENERAL FUND	EMERGENCY PREPAREDNESS	26.34
			TOTAL:	<u>26.34</u>
GOLDEN STATE WATER COMPANY	BILL CYCLE 2/8-4/11	GENERAL FUND	STREET MAINTENANCE	2,150.08
	BILL CYCLE 2/8-4/11	GENERAL FUND	PARK MAINTENANCE	1,588.16
	BILL CYCLE 2/8-4/11	GENERAL FUND	BUILDING MAINTENANCE	139.91
			TOTAL:	<u>3,878.15</u>
GOLF VENTURES WEST	MOWER SWITCHES	GARAGE FUND	GARAGE	222.11
	MOWER SWITCHES	GARAGE FUND	GARAGE	147.32
	MOWER BLADES	GARAGE FUND	GARAGE	299.40
			TOTAL:	<u>668.83</u>
GREAT PACIFIC EQUIPMENT, INC.	BOOM TRUCK CONTROL PANEL	GARAGE FUND	GARAGE	549.26
			TOTAL:	<u>549.26</u>
SUN ACCESSORY SUPPLY	AMMUNITION	GENERAL FUND	PATROL	1,450.14
			TOTAL:	<u>1,450.14</u>
HARRY'S PLUMBING AND DRAINS, INC.	PLUMBING REPAIRS	GENERAL FUND	BUILDING MAINTENANCE	503.00
			TOTAL:	<u>503.00</u>
HARTZOG & CRABILL, INC.	MED CTR SPEC PLAN	GENERAL FUND	NON-DEPARTMENTAL	232.50
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	500.00
	TRAFFIC ENGINEER SVCS	GENERAL FUND	CITY ENGINEER	915.00
	TRAFFIC STUDY	MEASURE M	CAPITAL PROJECTS	1,025.00
			TOTAL:	<u>2,672.50</u>
HUNTINGTON BEACH HONDA	MOTORCYCLE PARTS	GENERAL FUND	TRAFFIC	59.57
			TOTAL:	<u>59.57</u>
HVAC CONSULTING	YOUTH CENTER COMPRESSOR	GENERAL FUND	BUILDING MAINTENANCE	1,789.00
			TOTAL:	<u>1,789.00</u>
HYDRO-SCAPE PRODUCTS, INC.	ROUND-UP PRO	GENERAL FUND	PARK MAINTENANCE	163.13
	ROUND-UP PRO	GENERAL FUND	PARK MAINTENANCE	244.09
	FERTILIZER	GENERAL FUND	PARK MAINTENANCE	1,236.18
			TOTAL:	<u>1,643.40</u>
INDEPENDENT ELECTRIC SUPPLY, INC.	ROPE	GARAGE FUND	GARAGE	73.95
			TOTAL:	<u>73.95</u>
INNOVATIVE PROMOTIONS	RACE ON BASE - COATS/PACKS	GENERAL FUND	SPECIAL CLASSES	64.02
			TOTAL:	<u>64.02</u>
J.A. SALAZAR CONSTRUCTION & SUPPLY COR	EMERGENCY MAIN LINE REPR	MEASURE M	CAPITAL PROJECTS	6,295.00
			TOTAL:	<u>6,295.00</u>
JDS TANK TESTING & REPAIR	DESIGNATED OPERATOR 04/11	GARAGE FUND	GARAGE	145.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	145.00
JOHNSTONE SUPPLY OF LONG BEACH	A/C AIR FILTER	GENERAL FUND	BUILDING MAINTENANCE	20.74
			TOTAL:	20.74
K&S AIR CONDITIONING, INC.	REPAIR A/C	GENERAL FUND	BUILDING MAINTENANCE	30.00
			TOTAL:	30.00
KIMBALL MIDWEST	SHOP SUPPLIES	GARAGE FUND	GARAGE	441.92
			TOTAL:	441.92
LINCOLN COMMERCIAL POOL EQUIPMENT	POOL MAINTENANCE	GENERAL FUND	AQUATICS	281.35
			TOTAL:	281.35
YING LIU	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	323.05
	INSTRUCTOR - ART	GENERAL FUND	SPECIAL CLASSES	29.25
			TOTAL:	352.30
LOS ALAMITOS ORTHOPEDIC	INSTRUCTOR - EXERCISE	GENERAL FUND	SPECIAL CLASSES	60.00
			TOTAL:	60.00
MAILFINANCE	POSTAGE MACHINE	GENERAL FUND	ADMINISTRATIVE SERVICE	167.74
			TOTAL:	167.74
MAJOR LEAGUE SOFTBALL, INC.	ASSIGNING SERVICES 04/11	GENERAL FUND	SPECIAL CLASSES	162.00
			TOTAL:	162.00
MAXIMUS FINANCIAL SERVICES, INC.	SB-90 CONSULTANT	GENERAL FUND	ADMINISTRATIVE SERVICE	1,000.00
			TOTAL:	1,000.00
MAXUM PETROLEUM	DIESEL FUEL	GARAGE FUND	GARAGE	2,128.83
			TOTAL:	2,128.83
MEMORIAL OCCUPATIONAL MEDICAL SERVICES	PRE-EMPLOYMENT PHYSICALS	GENERAL FUND	ADMINISTRATIVE SERVICE	220.00
	PRE-EMPLOYMENT PHYSICAL	GENERAL FUND	ADMINISTRATIVE SERVICE	110.00
			TOTAL:	330.00
MISC. VENDOR	REFUND - SKATEBOARD CAMP	GENERAL FUND	NON-DEPARTMENTAL	108.00
	REFUND - YOGA CLASS	GENERAL FUND	NON-DEPARTMENTAL	51.00
	REFUND - PICNIC SHELTER	GENERAL FUND	NON-DEPARTMENTAL	30.00
	REFUND - ART CLASS	GENERAL FUND	NON-DEPARTMENTAL	22.00
			TOTAL:	211.00
MWR	POOL INTERNET 4/25-5/25	GENERAL FUND	AQUATICS	143.30
			TOTAL:	143.30
NEWPORT EXTERMINATING	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	GENERAL PEST CONTROL	GENERAL FUND	BUILDING MAINTENANCE	175.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
	RODENT CONTROL	GENERAL FUND	BUILDING MAINTENANCE	60.00
			TOTAL:	355.00
NEWS ENTERPRISE	PUBLISH NOTICE	GENERAL FUND	CITY COUNCIL	98.81
			TOTAL:	98.81
NEXTEL COMMUNICATIONS	TRAFFIC CALMING SIGNS	GENERAL FUND	TRAFFIC	19.36

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
			TOTAL:	19.36
NORWALK POWER EQUIPMENT CO.	MOWER PARTS	GARAGE FUND	GARAGE	307.84
			TOTAL:	307.84
OMEGA INDUSTRIAL SUPPLY, INC.	GRAFFITI REMOVER	GENERAL FUND	STREET MAINTENANCE	444.29
			TOTAL:	444.29
ORANGE COUNTY SANITATION DISTRICT	CONNECTION FEES 04/11	GENERAL FUND	NON-DEPARTMENTAL	1,178.00
			TOTAL:	1,178.00
PACIFIC PLUMBING SPECIALTIES	TOILET SENSORS	GENERAL FUND	BUILDING MAINTENANCE	969.13
			TOTAL:	969.13
PACIFIC TELEMAGEMENT SERVICES	PAY PHONE	GENERAL FUND	COMMUNICATIONS TECHNOL	82.64
			TOTAL:	82.64
PACIFICA RACEWEAR	RACE ON BASE - SHIRTS	GENERAL FUND	SPECIAL CLASSES	2,264.72
			TOTAL:	2,264.72
PARKHOUSE TIRE, INC.	TIRES	GARAGE FUND	GARAGE	426.99
			TOTAL:	426.99
PETTY CASH	PARKING	GENERAL FUND	POLICE ADMINISTRATION	2.00
	LOCKER NAME PLATE	GENERAL FUND	PATROL	10.88
	RANGE SUPPLIES	GENERAL FUND	PATROL	4.26
	RE-SOLE BOOTS	GENERAL FUND	PATROL	45.00
	RE-SOLE BOOTS	GENERAL FUND	PATROL	45.00
	DETECTIVE SEMINAR	GENERAL FUND	INVESTIGATION	75.00
	PARKING	GENERAL FUND	RECORDS	3.00
	PARKING	GENERAL FUND	RECORDS	9.00
	PARKING	GENERAL FUND	RECORDS	10.00
	THUMB DRIVES	GENERAL FUND	COMMUNICATIONS TECHNOL	97.78
	FUEL	GARAGE FUND	GARAGE	5.00
			TOTAL:	306.92
PRIORITY MAILING SYSTEMS, LLC	POSTAGE METER TAPES	GENERAL FUND	ADMINISTRATIVE SERVICE	50.92
			TOTAL:	50.92
RBF CONSULTING	MED CTR SPEC PLAN/EIR 3/11	GENERAL FUND	NON-DEPARTMENTAL	3,817.87
			TOTAL:	3,817.87
SUZANNE ROADY-ROSS	INSTRUCTOR - TAI CHI	GENERAL FUND	SPECIAL CLASSES	70.20
			TOTAL:	70.20
SIR SPEEDY	ENVELOPES	GENERAL FUND	POLICE ADMINISTRATION	164.68
	ENVELOPES	GENERAL FUND	COMMUNITY DEVEL ADMIN	313.32
			TOTAL:	478.00
SKATEDOGS	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	86.80
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	86.80
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	108.50
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	86.80
	INSTRUCTOR - SKATEBOARD	GENERAL FUND	SPECIAL CLASSES	86.80
			TOTAL:	455.70

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
SMART & FINAL	KITCHEN SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	113.04
			TOTAL:	113.04
30 CAL SANITATION LLC	RESTROOM SERVICES	GENERAL FUND	SPORTS	1,124.37
			TOTAL:	1,124.37
SOUTH COAST SUPPLY & GARDEN DAZE	CONCRETE	GENERAL FUND	STREET MAINTENANCE	233.20
	SAND & CEMENT	GENERAL FUND	STREET MAINTENANCE	88.67
	CONCRETE	GENERAL FUND	PARK MAINTENANCE	36.41
	POND SUPPLIES	GENERAL FUND	PARK MAINTENANCE	128.30
	TOTAL:			486.58
SOUTHERN CALIFORNIA EDISON	TRAFFIC SIGNAL	GENERAL FUND	STREET MAINTENANCE	56.07
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	15.79
	SPRINKLERS	GENERAL FUND	PARK MAINTENANCE	168.75
	TOTAL:			240.61
SOUTHERN CALIFORNIA GAS	3614 FENLEY	GENERAL FUND	STREET MAINTENANCE	14.44
	3191 KATELLA	GENERAL FUND	BUILDING MAINTENANCE	181.94
	10911 OAK ST.	GENERAL FUND	BUILDING MAINTENANCE	128.69
	TOTAL:			325.07
SPARKLETTS DRINKING WATER	SERVICE & RENTAL	GENERAL FUND	BUILDING MAINTENANCE	190.26
			TOTAL:	190.26
SPORT SUPPLY GROUP, INC.	SOCCER SUPPLIES	GENERAL FUND	SPECIAL CLASSES	655.65
			TOTAL:	655.65
SPRINT	ACTIVITY THRU 4/21/11	GENERAL FUND	CITY MANAGER	35.16
	ACTIVITY THRU 4/21/11	GENERAL FUND	ADMINISTRATIVE SERVICE	35.16
	ACTIVITY THRU 4/21/11	GENERAL FUND	COMMUNICATIONS TECHNOL	35.16
	ACTIVITY THRU 4/21/11	GENERAL FUND	COMMUNITY DEVEL ADMIN	35.16
	ACTIVITY THRU 4/21/11	GENERAL FUND	PUBLIC WORKS ADMIN	35.16
	ACTIVITY THRU 4/21/11	GENERAL FUND	RECREATION ADMINISTRAT	35.16
	TOTAL:			210.96
TIME WARNER CABLE	P/D CABLE SERVICE 05/11	GENERAL FUND	COMMUNICATIONS TECHNOL	132.84
	INTERNET - COMPUTER CENTER	GENERAL FUND	RECREATION ADMINISTRAT	69.95
	TOTAL:			202.79
U.S. BANK	SR. MEALS SUPPLIES	GENERAL FUND	NON-DEPARTMENTAL	19.49
	COFFEE - COUNCIL MTG	GENERAL FUND	CITY COUNCIL	12.95
	COFFEE - COUNCIL MTG	GENERAL FUND	CITY COUNCIL	12.95
	RESTOCK BEVERAGES	GENERAL FUND	CITY COUNCIL	42.06
	AGENDA TABS	GENERAL FUND	CITY COUNCIL	140.78
	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	40.39
	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	20.65
	PRINTER TONER	GENERAL FUND	CITY MANAGER	54.91
	OFFICE SUPPLIES	GENERAL FUND	CITY MANAGER	18.30
	CLERK MTG SUPPLIES	GENERAL FUND	CITY MANAGER	108.72
	PRINTER TONER	GENERAL FUND	CITY MANAGER	56.54
	CSMFO MEMBERSHIP	GENERAL FUND	ADMINISTRATIVE SERVICE	110.00
	MIDYEAR ECON FORECAST	GENERAL FUND	ADMINISTRATIVE SERVICE	75.00
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	8.58
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	28.86
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	158.71

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	OFFICE SUPPLIES	GENERAL FUND	POLICE ADMINISTRATION	554.33
	DEPT. PHOTOS	GENERAL FUND	POLICE ADMINISTRATION	110.00
	OFFICE SUPPLIES	GENERAL FUND	PATROL	28.29
	TONER CARTRIDGE	GENERAL FUND	INVESTIGATION	251.82
	ENTERSECT ONLINE	GENERAL FUND	INVESTIGATION	79.00
	WEBSITE	GENERAL FUND	COMMUNITY OUTREACH	12.95
	WEBSITE	GENERAL FUND	COMMUNITY OUTREACH	14.95
	RETURN - DEPOSIT	GENERAL FUND	STREET MAINTENANCE	567.49-
	SUPPLIES	GENERAL FUND	STREET MAINTENANCE	98.14
	SUPPLIES	GENERAL FUND	STREET MAINTENANCE	305.41
	DRYCLEANING	GENERAL FUND	BUILDING MAINTENANCE	18.00
	LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	120.73
	A/C FILTERS	GENERAL FUND	BUILDING MAINTENANCE	11.96
	LIGHT BULBS	GENERAL FUND	BUILDING MAINTENANCE	108.13
	ROOF TILE	GENERAL FUND	BUILDING MAINTENANCE	5.99
	PRINTER TONER	GENERAL FUND	CITY ENGINEER	54.92
	CPRS MEMBERSHIP DUES	GENERAL FUND	RECREATION ADMINISTRAT	85.00
	GIFT CARDS - CPRS BASKET	GENERAL FUND	RECREATION ADMINISTRAT	40.00
	CPRS BASKET	GENERAL FUND	RECREATION ADMINISTRAT	10.86
	ICE MACHINE SCOOP	GENERAL FUND	RECREATION ADMINISTRAT	38.34
	POOL SUPPLIES	GENERAL FUND	AQUATICS	345.98
	SHIPPING	GENERAL FUND	AQUATICS	12.23
	LIFEGUARD MANUALS	GENERAL FUND	AQUATICS	350.00
	RACE ON BASE - MAILING	GENERAL FUND	SPECIAL CLASSES	40.41
	DEPOSIT - EXCURSION	GENERAL FUND	SPECIAL CLASSES	25.00
	RACE ON BASE - DINNER	GENERAL FUND	SPECIAL CLASSES	348.94
	RACE ON BASE - SUPPLIES	GENERAL FUND	SPECIAL CLASSES	32.82
	POSTCARD FLYERS	GENERAL FUND	SPECIAL CLASSES	143.03
	CARNIVAL SUPPLIES	GENERAL FUND	SPECIAL EVENTS	265.05
	REFRESHMENTS - COMM MTG	RESIDENTIAL STREET	CAPITAL PROJECTS	8.28
	REFRESHMENTS - COMM MTG	RESIDENTIAL STREET	CAPITAL PROJECTS	15.68
	EXIT SIGNS	BUILDING IMPROVEME	CAPITAL PROJECTS	223.89
	EXIT SIGNS	BUILDING IMPROVEME	CAPITAL PROJECTS	65.85
	EXIT SIGNS	BUILDING IMPROVEME	CAPITAL PROJECTS	53.78
	RETURN - EXIT SIGNS	BUILDING IMPROVEME	CAPITAL PROJECTS	223.89-
	P/D FENCE SUPPLIES	ASSET SEIZURE	CAPITAL PROJECTS	561.69
	STROBE LIGHTS	ASSET SEIZURE	CAPITAL PROJECTS	882.19
	FIRE BOX	ASSET SEIZURE	CAPITAL PROJECTS	226.20
	WIRE	ASSET SEIZURE	CAPITAL PROJECTS	1,088.59
	STROBE TESTER SWITCH	ASSET SEIZURE	CAPITAL PROJECTS	96.26
	ORDER FORMS	GARAGE FUND	GARAGE	41.73
	TRANSMISSION REPAIR	GARAGE FUND	GARAGE	220.86
	TRAILER TIRES	GARAGE FUND	GARAGE	7.24
	REPAIR COMPACTOR	GARAGE FUND	GARAGE	37.18
	ALIGNMENT & REPAIR	GARAGE FUND	GARAGE	280.29
	MOWER PARTS	GARAGE FUND	GARAGE	302.65
	BATTERY	GARAGE FUND	GARAGE	62.95
	REPLACE INSTRUMENT PANEL	GARAGE FUND	GARAGE	550.22
	SUPPLIES	GARAGE FUND	GARAGE	213.11
	GASOLINE	GARAGE FUND	GARAGE	16.50
	KEY FOBS	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	336.25
	IT SOFTWARE	TECHNOLOGY REPLACE	ADMINISTRATIVE SERVICE	782.37
			TOTAL:	9,703.55
U.S. POSTAL SERVICE (HASLER)	ADD POSTAGE TO METER	GENERAL FUND	ADMINISTRATIVE SERVICE	2,000.00
			TOTAL:	2,000.00

VENDOR SORT KEY	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
UNDERGROUND SERVICE ALERT OF SO. CALIF	SERVICE ALERT FAXES	GENERAL FUND	STREET MAINTENANCE	19.50
			TOTAL:	19.50
USA MOBILITY WIRELESS, INC.	PAGER FEES 04/11	GENERAL FUND	PUBLIC WORKS ADMIN	20.39
			TOTAL:	20.39
VERIZON CALIFORNIA, INC.	EOC/FAX LINES	GENERAL FUND	COMMUNICATIONS TECHNOL	896.63
			TOTAL:	896.63
VICTORY LOCK AND KEY	RE-KEY & REPAIR LOCKS	GENERAL FUND	BUILDING MAINTENANCE	243.79
			TOTAL:	243.79
VORTEX INDUSTRIES, INC.	REPAIR SLIDER DOOR	BUILDING IMPROVEME	CAPITAL PROJECTS	610.98
			TOTAL:	610.98
VOYAGER FLEET SYSTEMS, INC.	FUEL	GARAGE FUND	GARAGE	6,925.71
	FUEL TAX CREDIT	GARAGE FUND	GARAGE	316.09
	CNG FUEL	GARAGE FUND	GARAGE	298.97
			TOTAL:	6,908.59
KENNY WAGNER	INSTRUCTOR - COMPUTER	GENERAL FUND	SPECIAL CLASSES	57.20
	INSTRUCTOR - COMPUTER	GENERAL FUND	SPECIAL CLASSES	14.30
			TOTAL:	71.50
WEIDENHOEFER DESIGN STUDIO	ACTIVITIES GUIDE	GENERAL FUND	RECREATION ADMINISTRAT	1,725.00
			TOTAL:	1,725.00
SHANNON ZEEMAN	INSTRUCTOR - SIGN LANGUAGE	GENERAL FUND	SPECIAL CLASSES	134.40
			TOTAL:	134.40

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

10	GENERAL FUND	50,822.48
24	RESIDENTIAL STREET/ALLEYS	23.96
25	BUILDING IMPROVEMENT	730.61
26	MEASURE M	7,320.00
27	ASSET SEIZURE	4,018.93
28	LOS ALAMITOS TV	2,083.00
50	GARAGE FUND	15,670.00
53	TECHNOLOGY REPLACEMENT	11,079.43

	GRAND TOTAL:	91,748.41

City of Los Alamitos

Agenda Report Consent Calendar

May 16, 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: Activities Guide Brochure Printing Contract

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

Recommendation:

Authorize the City Manager to execute a 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.

Background

The Recreation and Community Services Activities Guide provides a comprehensive listing of classes, programs, and events offered by the City. The brochure is mailed each quarter to all Los Alamitos residents and Rossmoor residents. Eleven thousand (11,000) copies of the 24-page brochure is the primary advertising media for the Recreation and Community Services Department.

Discussion

In order to find a reputable firm to print the Activities Guide, staff contacted previous vendors and additional vendors recommended by surrounding cities that print activity guides and brochures. Staff provided the following list of bid specifications:

Quantity:	11,000 copies printed four (4) times per year (quarterly)
Pages:	20 page + cover (Book type)
Ink Colors:	Text 4/4 Cover 4/4
Artwork:	Provided by graphic designer via CD or FTP upload
Trim Size:	8 3/8" x 10 7/8"
Paper:	70# Gloss Book
Art Work:	Furnished by contracted designer
Proofs:	You will furnish proofs for signature prior to printing
Binding:	Saddle Stitch on 10 7/8" side, carton pack

Packaging: Carton Pack
 Delivery: To Recreation & Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within 1 week of receiving artwork.

Ten (10) qualified proposals were received from 34 companies that were sent the bid specifications. Several Los Alamitos companies were sent the information, but none responded with a quote.

Company	City	Cost per Quarter	Annual Cost
Weber Printing Company, Inc.	Rancho Dominguez	3,600	14,400
Gibraltar Graphics Inc.	Montclair	4,166	16,664
Southwest Offset Printing	Gardena	4,179.26	16,717.01
San Dieguito Printers	San Marcos	4,370.39	17,481.56
Image Solutions Print & Mail	El Segundo	4,510	18,040
Queen Beach Printers, Inc.	Long Beach	4,680	18,720
PM Group	Lake Forest	4,810	19,240
Creel Printing	Costa Mesa	5,919	23,676
World Trade Printing Company	Garden Grove	5,985	23,940
PSB Integrated Marketing	Lake Forest	7,342	29,368
Community Mailers & Printers	Los Angeles	No Response	
United Direct Marketing	Santa Ana	No Response	
Wallace	Irvine	No Response	
A & A Print Services	Tustin	No Response	
ABC Press	Signal Hill	No Response	
Anaheim Community Publishing	Brea	No Response	
B & Z Printing	Santa Ana	No Response	
Beth Marie Advertising & Design	Rossmoor	No Response	
CopyGroup	Tustin	No Response	
Direct Graphics	Long Beach	No Response	
Faubel Public Affairs	Lake Forest	No Response	
John M. McCoy Printers, Inc.	Los Angeles	No Response	
Media Lithographics	Commerce	No Response	
Orange County Printing Co.	Irvine	No Response	
Pac Litho	Huntington Beach	No Response	
PrintAgent.com	Bellflower	No Response	
Printmasters	Los Alamitos	No Response	
Rodgers & McDonald Printing & Graphics	Carson	No Response	
Sir Speedy	Los Alamitos	No Response	
Spoonfactory	Brea	No Response	
Tech Color Graphics	Chino	No Response	
Trend Offset Printing	Los Alamitos	No Response	
VQS Enterprises, Inc.	Vista	No Response	
Weidenhoefer Design Studio	Whittier	No Response	

The lowest qualified bid was received from Weber Printing Company, Inc. and it is recommended that the contract for the printing of the brochure be awarded to this firm. This contract is not to exceed \$14,400 annually, which is approximately \$600 less than last year's annual agreement with the previous printing company. Weber Printing Company, Inc. is potentially a new firm to the City of Los Alamitos; however, they have been in the business since 1945 providing printing, advertising and brochures for many large companies, cities and organizations. Staff is pleased with the quality of the sample work provided and the professional demeanor of the employees contacted.

Fiscal Impact

The lowest bid received to print the Recreation and Community Services Activities Guide is \$3,600 per issue, not to exceed \$14,400 annually. Funds for the printing will come from the Recreation Brochure Budget (account 10-551-5237) in the FY 2011-12 budget.

Submitted By:



Angie Avery
Director of Recreation and Community Services

Approved By:



Jeffrey L. Stewart
City Manager

Attachment: 1) Contract with Weber Printing Company, Inc.

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / Weber Printing Company, Inc.)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Los Alamitos, a California municipal corporation ("City") and Weber Printing Company, Inc. a Corporation ("Contractor").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a Contractor: printing of the Recreation and Community Services Activities Guide.
- 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.

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 fourteen thousand four hundred dollars (\$14,400) 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. Chris Geer 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 not be entitled to increase the fees in this fee schedule throughout the duration of this contract. Contractor shall be entitled to increase the fees in this fee schedule before any new contract or contract renewal is signed if at such time it increases its fees for its clients generally. 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:

Steven Weber
Weber Printing Company, Inc.
18700 Ferris Pl.
Rancho Dominguez, CA 90220
Telephone: (310) 639-5064
Facsimile: (310) 639-0913
Email: stevew@weberprint.com

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”
Weber Printing Company, Inc.

By _____
Jeffrey L. Stewart, City Manager

By: Steven Weber, President
Steven Weber, President /

Date: _____

Date: 4/18/11

Attest:

By _____
Adria Jimenez, City Clerk

Date: _____

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: _____

EXHIBIT A SCOPE OF WORK

Weber Printing Company, Inc. will perform the following services for the printing of the Recreation and Community Services Activities Guide:

1. Print the 24-page (20-page + cover) Recreation and Community Services Activities Guide in full-color
2. Book type – 20-page plus cover
3. Color: 4/4 full color
4. Trim Size: 8 3/8" x 10 7/8"
5. Paper: 70 lb gloss book (self cover)
6. Binding: saddle stitch on 10 7/8" side
7. Packaging and delivery: Carton packed and delivered to Recreation and Community Services Department (10911 Oak Street, Los Alamitos, CA 90720) within one week of receiving artwork
8. Quantity: 11,000 copies printed four (4) times per year (quarterly) – Any overage will not be paid for by City
9. Artwork will be provided by graphic designer via CD or FTP upload

EXHIBIT B
APPROVED FEE SCHEDULE

The rate that the Contractor is charging for four quarterly brochures is:

\$3,600 per issue x 4 quarterly issues = \$14,400

The quarterly \$3,600 for service is to be billed 15 days or less after the date of delivery. Cost includes all taxes, delivery costs, and any overage Contractor wants to produce. Any additional work outside the scope of work above must be approved by City prior to service being completed and will be billed after work is complete and approved by City.

PRODUCER 805.777.3444 FAX 805.777.3411
 ISU Ins Svcs-Peterson Milanev Ins Assoc
 License No. 0576285
 2659 Townsgate Road Suite 225
 Westlake Village, CA 91361

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Weber Printing Company, Inc.
 18700 Ferris Place
 Rancho Dominguez, CA 90220

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Nationwide Mutual Insurance Co	23787
INSURER C: Hartford Casualty Insurance Co	29424
INSURER D: Republic Ind Co of America	22179
INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	72SBAUV0055	04/15/2011	04/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACPBA7814421818	04/15/2011	04/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	72SBAUV0055	04/15/2011	04/15/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	178781-02	10/01/2010	10/01/2011	<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
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 "SEE ATTACHED FOR ADDITIONAL INSURED, PRIMARY AND WAIVER WORDING"

****Except 10 day notice of cancellation due to non-payment of premium or non-reporting of payroll**

CERTIFICATE HOLDER

CANCELLATION

City of Los Alamitos
 3191 Katella Avenue
 Los Alamitos, CA 90720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Kathy Lynch *Kathylynch*

City of Los Alamitos

Certificate issued to City of Los Alamitos

04/18/2011

ISU Ins Svcs-Peterson Milaney Ins Assoc

04/18/2011

As required by written contract, with respect to General Liability coverage, the City of Los Alamitos and its officers, employees, agents and volunteers are included as an Additional Insured, per the attached endorsement form SS 00 08 04 05, Section C.6.f. Any Other Party.

General Liability coverage is Primary & Non-Contributory, as required by written contract, per the attached endorsement form SS 00 08 04 05, Section E.2.e. Additional Insured's Other Insurance.

Waiver of Subrogation applies for General Liability coverage, as required by written contract, per the attached endorsement form SS 00 08 04 05, Section E.8.b. Waiver of Rights of Recovery (Waiver of Subrogation).

As required by written contract, with respect to Auto Liability coverage, the City of Los Alamitos and its officers, employees, agents and volunteers are included as an Additional Insured, per the attached endorsement form AC 01 02 03 09, Section C. Blanket Additional Insured.

Waiver of Subrogation applies for Auto Liability coverage, as required by written contract, per the attached endorsement form AC 01 01A 03 08, Section O. Blanket Waiver of Subrogation.

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

BUSINESS LIABILITY COVERAGE FORM

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

- a. **Any Insured**
To any insured, except "volunteer workers".
- b. **Hired Person**
To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. **Injury On Normally Occupied Premises**
To a person injured on that part of premises you own or rent that the person normally occupies.
- d. **Workers' Compensation And Similar Laws**
To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. **Athletics Activities**
To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.
- f. **Products-Completed Operations Hazard**
Included with the "products-completed operations hazard".
- g. **Business Liability Exclusions**
Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
- If you are not in the business of providing professional health care services, Paragraph (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.
- (2) "Property damage" to property:
 - (a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. — Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
 - (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In connection with your premises; or
 - (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
 This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - (a) In the performance of your ongoing operations;
 - (b) In connection with your premises owned by or rented to you; or
 - (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to: "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:

BUSINESS LIABILITY COVERAGE FORM

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

**E. LIABILITY AND MEDICAL EXPENSES
GENERAL CONDITIONS**

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

BUSINESS LIABILITY COVERAGE FORM

This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each Insured against whom a claim is made or "suit" is brought.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENDORSEMENT FORM

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
 4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
 5. Farm wagons or farm implements while being towed by a covered "auto".

B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of SECTION 1 - COVERED AUTOS is replaced by the following:
 2. If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person

or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II - LIABILITY COVERAGE of the Coverage Form

D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion IN SECTION II - LIABILITY COVERAGE is replaced by the following:

Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

E. ADDITIONAL EXCLUSIONS

The following exclusions are added to SECTION II - LIABILITY COVERAGE:

Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
 - 1) Employment;
 - 2) Investigation;
 - 3) Supervision;
 - 4) Reporting to the proper authorities, or failure to so report; or

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5) Retention;
of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

Explosives

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

Rolling Stores

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

Wrong Delivery of Liquid Products

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

Professional Services

- "Bodily injury":
 - a. Resulting from the providing or the failure to provide any medical or other professional services.
 - b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

F. MOTOR HOME CONTENTS COVERAGE

- 1. For a covered "auto" that is a motor home the following exclusions are added TO SECTION III - PHYSICAL DAMAGE:

Motor Home Contents

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".

- b. "Loss" to TV antennas, awnings or cabanas.
- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE

Under Paragraph B.3.a. of SECTION III - PHYSICAL DAMAGE, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

H. PHYSICAL DAMAGE LIMIT OF INSURANCE

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE is replaced by the following:

C. Limit Of Insurance

- 1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property.
- 2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total "loss".
- 3. The cost of repairing or replacing may:
 - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
 - b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.

4. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

I. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Under Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to :

1. You, if you are an individual
2. A partner, if you are a partnership;
3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
4. A member, if you are a limited liability company.

K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

L. AUTOS HIRED OR RENTED BY EMPLOYEES

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

A. Changes In Liability Coverage

The following is added to the Who Is An Insured Provision in SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

B. Changes In General Conditions

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

M. EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

N. LIBERALIZATION

Paragraph 3. of the **Other Insurance** Condition in the Business Auto Coverage Form is replaced by the following:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

All terms and conditions of this policy apply unless modified by this endorsement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. NEWLY ACQUIRED OR FORMED ENTITIES

The Named Insured shown in the Declarations is amended to include any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority (more than 50%) interest; if there is no other similar insurance available to that organization. Coverage under this provision is afforded until the 180th day after you acquire or form the organization or the end of the policy period, whichever is later.

B. TEMPORARY SUBSTITUTE AUTOS - PHYSICAL DAMAGE COVERAGE

The following is added to paragraph C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos of SECTION I - COVERED AUTOS:

If Physical Damage Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss"; or
- e. Destruction

The coverage that applies is the same as the coverage provided for the vehicle being replaced.

C. EMPLOYEES AS INSURED - NONOWNED AUTOS

The following is added to paragraph A.1. Who Is An Insured of SECTION II - Liability Coverage:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own,

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hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS - BAIL BONDS

Paragraph A.2.a. (2) of Section II - LIABILITY COVERAGE is revised as follows:

- (2) Up to \$2,500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. SUPPLEMENTARY PAYMENTS - LOSS OF EARNINGS

Paragraph A.2.a.(4) of Section II - LIABILITY COVERAGE is revised as follows:

- (2) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. FELLOW EMPLOYEE - OFFICERS, MANAGERS, AND SUPERVISORS

Paragraph B.5. Fellow Employee of SECTION II LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. This exclusion does not apply to an "insured" who occupies a position as an officer, manager, or supervisor.

G. PERSONAL EFFECTS AND PROPERTY OF OTHERS EXTENSION

1. Paragraph B.6. Care, Custody or Control of SECTION II - LIABILITY COVERAGE does not apply to "property damage" to property, other than your property, up to an amount not exceeding \$250 in any one "accident". Coverage is excess over any other valid and collectible insurance.

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2. The following paragraph is added to Section A.4. Coverage Extensions of SECTION III – PHYSICAL DAMAGE COVERAGE:

- c. We will pay up to \$500 for your property that is lost or damaged as a result of a covered "loss", without applying a deductible. Coverage is excess over any other valid and collectible insurance.

H. HIRED AUTO PHYSICAL DAMAGE

If covered "auto" designation symbols 1 or 8 apply to Liability Coverage and if at least one "auto" you own is covered by this policy for Comprehensive, Specified Causes of Loss, or Collision coverages, then the Physical Damage coverages provided are extended to "autos" you lease, hire, rent or borrow without a driver; and provisions in the Business Auto Coverage Form applicable to Hired Auto Physical Damage apply. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. Any Comprehensive deductible does not apply to fire or lightning.

I. EXPANDED TOWING COVERAGE

We will pay up to:

1. \$100 for a covered "auto" you own of the private passenger type; or
2. \$250 for a covered "auto" you own that is not of the private passenger type;

for towing and labor costs incurred each time the covered "auto" is disabled. However, the labor must be performed at the place of disablement.

This coverage applies only for an "auto" covered on this policy for Comprehensive or Specified Causes of Loss Coverage and Collision Coverages.

J. AUTO LOAN OR LEASE COVERAGE

1. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease, including up to a maximum of \$500 for early termination fees or penalties, for your covered "auto" less:
 - a. The amount paid under SECTION III – PHYSICAL DAMAGE of this policy; and
 - b. Any:
 - 1) Overdue lease/loan payments at the time of the "loss";
 - 2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

3) Security deposits not refunded by a lessor;

4) Costs of extended warranties, Credit Life Insurance, Health, Accident, or Disability insurance purchased with the lease; and

5) Carry-over balances from previous leases.

2. This coverage only applies to a "loss" which is also covered under this policy for Comprehensive, Specified Causes of Loss, or Collision coverage.

3. Coverage does not apply to any unpaid amount due on a loan for which the covered "auto" is not the sole collateral.

K. RENTAL REIMBURSEMENT COVERAGE

1. This coverage applies only to a covered "auto" for which Physical Damage Coverage is provided on this policy.

2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

b. The number of days shown in the Schedule.

4. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred.
2. \$75 for any one day or for a maximum of 30 days.

5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement ex-

penses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.

7. Coverage does not apply to any covered "auto" for which coverage is provided by endorsement form CA9923 on this policy.

L. EXPANDED TRANSPORTATION EXPENSE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE is replaced by the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will only pay for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to us or we pay for its "loss".

M. EXTRA EXPENSE - STOLEN AUTOS

The following paragraph is added to Section A.4. of SECTION III - PHYSICAL DAMAGE COVERAGE:

- c. We will pay for up to \$5,000 for the expense of returning a stolen covered "auto" to you. We will pay only for those covered "autos" for which you carry Comprehensive or Specified Causes of Loss Coverage

N. NEW VEHICLE REPLACEMENT COST

The following is added to paragraph C.Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE:

4. The provisions of paragraphs 1. and 2. do not apply to a covered "auto" of the private passenger type or a vehicle with a gross ve-

hicle weight of 20,000 pounds or less which is a new vehicle.

In the event of a total "loss" to your new vehicle to which this coverage applies, we will pay at your option:

- a. The verifiable new vehicle purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
- b. If it is available, the purchase price, as negotiated by us, of a new vehicle of the same make, model, and equipment or the most similar model available, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturers' dealership; or .
- c. The market value of your damaged vehicle, not including any furnishings, parts, or equipment not installed by the manufacturer or manufacturer's dealership.

We will not pay for initiation or set up costs associated with loans or leases

In this endorsement, a new vehicle means an "auto" of which you are the original owner that has not been previously titled and which you purchased less than 365 days before the date of the "loss".

O. BLANKET WAIVER OF SUBROGATION

The following is added to paragraph 5. Transfer Of Rights Of Recovery Against Others To Us of SECTION IV - BUSINESS AUTO CONDITIONS):

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" because of payments we make for damages under this coverage form.

All terms and conditions of this policy apply unless modified by this endorsement.

City of Los Alamitos

Agenda Report Consent Calendar

May 16, 2011
Item No: 8D

To: Mayor Kenneth Stephens & Members of the City Council
Via: Jeffrey L. Stewart, City Manager
From: Steven Mendoza, Director of Community Development
Subject: Consideration of Professional Service Agreement for Charles Abbott Associates for NPDES related Services

Summary: 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.

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.

Background

As authorized by the Clean Water Act of 1972, the National Pollutant Discharge Elimination System (NPDES) permit program controls water pollution by monitoring, permitting, and reporting discharge pollutants that may impact our oceans, rivers, streams, and municipal drainage systems. In California, the NPDES permit program is administered by the State Water Resource Board. Locally, the City of Los Alamitos reports to and addresses permit requirements through the Santa Ana Regional Water Quality Control Board (SARWQCB). The City must report annually to the Board on all NPDES construction inspections, new development, significant redevelopment, storm water compliance, illegal discharges, illicit connections, municipal activities including solid waste and hazardous waste disposal, drainage facilities, infrastructure maintenance, and fertilizer/pesticide usage.

The City currently contracts with Charles Abbott Associates for Commercial Business Inspections at an annual cost of \$23,724. Wildan Engineering writes our Program Effectiveness Assessment Report (PEA) for \$14,490 annually. The total annual amount for both services is \$38,214.

City staff has come to realize that this bifurcated approach to NPDES will not serve us well in addressing the full requirements of NPDES as it becomes increasingly complicated. In 2011 NPDES crosses into multiple divisions of the City, beginning in the Planning Division; moving on to Engineering for grading; Building and Safety for construction inspection; and, Public Works for storm drain and public right-of-way evaluations. Even Code Enforcement is trained to address hazardous spills that occur. Many divisions within the City understand a little about NPDES, but no one person within the organization understands the full breadth of NPDES regulations. The following areas of expertise were outlined in the RFP as services needed by the City to become proactive in relation to compliance with the NPDES permits.

1. Represent the City at all NPDES related and required meetings.
2. Annually review the City's water quality ordinances and provide findings in the PEA.
3. Assist the City as requested in the identification and elimination of ID/ICs.
4. Inspection of Construction Sites. The consultant will be required to perform Water Quality NPDES construction inspection program services as requested and must possess the appropriate training and certifications to provide these services.
5. Assist the City in the development and implementation of a Residential Program to reduce the discharge of pollutants from residential developments.
6. Review of plans, including Water Quality Management Practices (WQMP) and Storm Water Pollution Prevention Plan (SWPPP), on behalf of the City and conduct field inspections to verify the identified Best Management Practices are being implemented. Complete the necessary revisions of the City's Local Implementation Plan (LIP).
7. Assist the City in its on-going public education efforts, making recommendations for program enhancements. In addition, the consultant shall attend the Public Education Committee meetings and update City staff.
8. Conduct inspections of all municipal facilities as identified in the Permit and the City's Local Implementation Plan (LIP).
9. Train City staff, City contract staff and the public regarding the Stormwater Program and provide continuous updates as necessary.
10. Inspection of Industrial and Commercial businesses (facilities). The City currently has 23 High, 139 Medium, and 173 Low facilities. Including preparation of invoicing of businesses upon completion of their inspection.
11. Consultant shall prepare and submit an annual PEA to the Principal Permittee for inclusion in a unified Annual Storm Water Program Report to the Executive Officer of the Regional Board by November 15th, yearly.

Discussion

Effective in July 2010, the Orange County Storm Water permit requirements changed and increased significantly. Until now, the City has not addressed this increase in work

through increased staffing or contracting. In order to avoid fines from SARWQCB, staff continues to address the minimum NPDES requirements by borrowing staff time from Code Enforcement, Engineering, Building Official, and Planning. Staff's ability to become specialist of all areas of NPDES is limited. It is staff's opinion that a more comprehensive approach to NPDES management is needed. While the employees are doing what they can to address how NPDES impacts their functions, an overall approach to NPDES would better equip the City to meet the needs of the permit. To that end, staff developed a RFP for NPDES Services that addresses all needs of the City.

Consultant Selection

Staff evaluated and rated the three proposals submitted. Charles Abbott Associates (CAA) scored the highest at 132.5 points; well ahead of California Watershed Engineering and EEC Environmental. California Watershed Engineering has submitted hourly rates, but neglected to place the number of hours in the proposal so that staff could calculate a budgetary annual amount.

CITY OF LOS ALAMITOS NPDES Proposals - RFP	EEC Environ.	Cal Watershed Engin.	CAA
	Avg	Avg	Avg
Proposal Rating	93.5	120	132.5
Cost Comparison	\$62,120.00	?	\$61,092.00

Note : Scoring 0, 5, 6,7,8,9, 10

Due to the high scoring of Charles Abbott Associates, as well as the comparable pricing, staff is recommending the selection of Charles Abbott Associates as the City's NPDES consultant.

For two of the eleven aforementioned services, the City currently pays \$38,214 annually. Charles Abbott Associate originally proposed to provide all eleven services for an annual fee of \$64,032. Staff negotiated with CAA and arrived at a revised annual fee of \$61,092; realizing a \$2,940 decrease from the original proposal.

By contracting for this service, the City of Los Alamitos will have the professional ability and resources to fulfill its permit obligation to the storm water compliance program. The selected firm will provide the expertise to navigate through the new General Construction Permit and the Municipal Separate Storm Sewer System (MS4) permit requirements, which were adopted by the Santa Ana Regional Water Quality Control Board this past year. The new permit requirements include staff training, additional inspection, revised reporting elements, storm water monitoring for applicable Capital Improvement Program projects, and various public outreach requirements. CAA has assisted the City this past year to remain in conformance with the permit requirements for Commercial Inspections and has worked with staff to develop processes and procedures related to Planning Department review of Water Quality Management Plan

(WQMP's). Their past participation and knowledge of the City's program would be a valuable resource to assist the City in completing the work necessary to be in full compliance with the current permit. Further, CAA will be instrumental in assisting City staff in addressing future audits by the SARWQCB. Surrounding cities have already been subjected and audited. Staff expects to be audited in the near future.

NPDES Services - Consultant vs. Staffing			
City	In House	Consultant	Both
Anaheim	X		
Brea	X		
Cypress			X
Costa Mesa	X		
Fullerton	X		
Laguna Hills	X		
Laguna Niguel	X		
Lake Forest			X
La Palma	X		
Mission Viejo	X		
Placentia	X		
RSM		X	
Seal Beach		X	
Villa Park		X	
Yorba Linda			X

Staff has completed a survey of neighboring cities to determine which ones manage NPDES in-house, which ones use consultants, and who uses a combination of both.

City staffing levels are not sufficient enough to operate this program without consultants.

Fiscal Impact

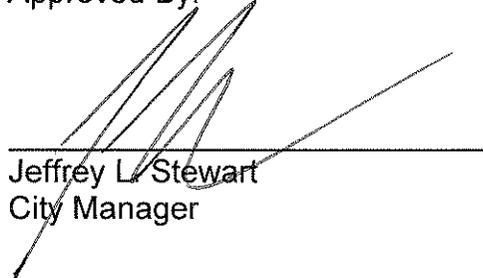
There will be an annual increase in NPDES services of \$22,878. These changes are reflected in the proposed budget for FY 11/12.

Submitted By:



Steven A. Mendoza
Community Development Director

Approved By:



Jeffrey L. Stewart
City Manager

Attachments: 1. Professional Services Agreement including scope and insurance
2. NPDES Evaluation Schedule

PROFESSIONAL SERVICES AGREEMENT
(City of Los Alamitos / *Charles Abbott Associates, Inc.*)

1. IDENTIFICATION

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into by and between the City of Lo Alamitos, a California municipal corporation ("City") and Charles Abbott Associates, Inc., a California Corporation incorporated July 1, 1987 ("Consultant").

2. RECITALS

- 2.1 City has determined that it requires the following professional services from a consultant: NPDES Services for Implementation of Major Program Provisions of the Fourth Term Permit Order No. R8-2009-0030.
- 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 are set forth in the Consultant's April 20, 2011, proposal to the City attached hereto as Exhibit A and incorporated by this reference.
- 3.2 "Approved Fee Schedule": Such compensation rates as are set forth in Consultant's fee schedule to the City attached hereto as Exhibit B and incorporated herein by this reference.
- 3.3 "Commencement Date": July 1, 2011.
- 3.4 "Expiration Date": July 1, 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 \$61,092 annually, 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. Kimberly Colbert 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 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.
- 6.3 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
Community Development Director
City of Los Alamitos
3191 Katella Avenue
Los Alamitos, CA 90720
Telephone: (562) 431-3538
Facsimile: (562) 493-1255

If to Consultant:

Rusty Reed
CEO, President and Owner
27401 Los Altos, Suite 220
Mission Viejo, CA 92691
Telephone: (310) 257-2004
Facsimile: (310) 534-8082

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”
Charles Abbott Associates, Inc.

By _____
Jeffrey L. Stewart, City Manager

By: _____
Rusty Reed, CEO, President and Owner

Date: May 12, 2011

Date: _____

By: _____
Susan Abbott, Majority Owner

Date: _____

Attest:

By _____
Adria M. Jimenez, City Clerk

Date: May 12, 2011

Approved as to form:

By _____
Sandra J. Levin, City Attorney

Date: May 12, 2011

EXHIBIT A
SCOPE OF WORK

EXHIBIT B
APPROVED FEE SCHEDULE

SCOPE OF WORK

CAA has thoroughly reviewed the Fourth Term Permit Order No. R8-2009-0030 and has identified newly added and amended provisions in the nineteen (19) NPDES program areas which include: (1) Responsibilities of the Co-Permittees; (2) Discharge Prohibitions; (3) Receiving Water Limitations; (4) Implementation Agreement; (5) Legal Authority; (6) Illicit Discharges/Illicit Connection (ID/IC), Litter, Debris and Trash Control; (7) Municipal Inspections of Construction Sites; (8) Municipal Inspections of Industrial Facilities; (9) Municipal Inspections of Commercial Facilities; (10) Residential Program; (11) New Development (Including Significant Re-Development); (12) Public Education and Outreach; (13) Municipal Facilities/Activities; (14) Municipal Construction Projects/Activities; (15) Training Program for Storm Water Managers, Planners, Inspectors and Municipal Contractors; (16) Notification Requirements; (17) Watershed Action Plans and TMDL Implementation; (18) Program Management/DAMP Review; and (19) Fiscal Analysis.

The following Scope of Work identifies the major program tasks required to assist the City in complying with the compliance milestones established in the Permit during fiscal year 2011-2012.

Major Tasks



1. Representation at Orange County Watershed and NPDES Related Meetings – CAA staff will readily and expertly represent the City at all NPDES Permit and TMDL required and related meetings. There are many issues that arise under the NPDES program that require a rapid review, assessment, and recommendations. CAA will provide expert technical and regulatory advice to assist the City with its compliance efforts for planned and unplanned regulatory needs.

Our staff will discuss relevant and important issues with City staff and provide recommendations through verbal communication and written correspondence. CAA staff will attend the following regularly scheduled meetings and other meetings as necessary:

- Monthly General Co-Permittee Meetings
- Public Education Committee Meetings (twice annually)
- Public Education Workshops (annually)
- Co-Permittee Committee meetings (attend at least 6 meetings annually) to include: NPDES LIP/PEA Sub-Committee, Inspection Sub-Committee, and Legal/Regulatory Authority Task Force
- CAA will attend pertinent Total Maximum Daily Load (TMDL) Meetings on behalf of the City to ensure that the City's interests are represented.

2. Legal Authority – CAA will annually review the City's Water Quality Ordinance and other applicable ordinances verifying that the City has necessary legal authority to control the discharge of pollutants to the municipal storm sewer system (MS4) from urban runoff. CAA will document the effectiveness of the City's ordinances and associated enforcement programs in prohibiting the following discharges: 1) Wash water from hosing or cleaning of gas stations and auto service facilities; 2) Discharges from cleaning, maintenance and repair activities; 3) Wash water from mobile operations; 4) Water from cleaning hardscape surfaces; 5) Restaurant or food processing facility wastes; and 6) Litter and debris.

CAA will prepare quarterly reports to Regional Board staff regarding industrial and construction sites inspection programs. In addition, we will assist the City in the development and/or revision of municipal ordinances (as necessary) to address urban runoff. We will assist the City in revising their Local

Implementation Plans (LIPs) to include citations of appropriate local ordinances, identification of department functions, and key municipal staff functions.

3. Illicit Discharges/Illicit Connection (ID/IC) Program – CAA staff will review the City’s litter/trash control ordinances by July 1st annually and determine the need for any revision. CAA’s findings will be incorporated in the City’s Annual Program Effectiveness Report (PEA). In addition, CAA staff will verify that the City has taken appropriate actions to identify and prohibit illicit discharges and illicit connections, including conducting routine inspections, investigations and dry weather screening/monitoring. We will assist the City as necessary to enhance its existing ID/IC program to reduce and eliminate the discharge of trash and debris to the waters of the US.

4. Construction Program – CAA will assist the City in the development of an inventory database of active construction sites that contains the required data fields: site priority (high, medium, or low threat to water quality), site owner, General Construction Permit Waste Discharge Identification (WDID) number (if any), project size, location (latitude/longitude or NAD83/WGS84 formatting), inspection date, compliance status, etc., and update the inventory as necessary by May annually. We will develop as necessary construction site inspection forms/checklist to document the information required in Section VIII.4 of the Permit.

CAA’s staff will perform required inspections of active construction sites at the inspection frequencies established in the Permit. Our inspection staff shall maintain the required training and certifications to effectively provide these services to the City. Lastly, CAA staff will revise the City’s LIP as necessary to accurately reflect the City’s current Construction Inspection program.

5. Residential Program – CAA will assist the City in the identification of residential areas and activities that are potential sources of pollutants and identify the major property management firms and homeowners’ associations within the City. Our staff will evaluate and enhance as necessary City programs for residential used oil and household hazardous waste collection, public information activities, and the establishment of curbside and special collection sites.



CAA will assist the City in developing a pilot program to control pollutant discharges from common interest areas and areas managed by homeowner associations or management companies. We will help the City encourage the use of weather-based evapotranspiration irrigation controllers and encourage the use of efficient water use to minimize runoff.

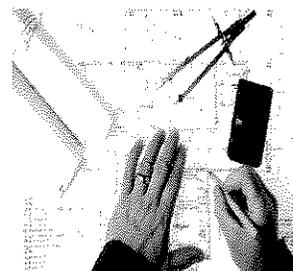
6. Development Planning Program – CAA will ensure that the City’s project approval process is consistent with the procedures found in the current and proposed Orange County DAMP. CAA staff will review the City’s planning procedures and CEQA document preparation process to ensure that run-off related issues are properly considered and addressed. The following potential impacts will be considered during the CEQA review process:

- Potential impact of project construction on storm water runoff;
- Potential impact of project’s post construction activity on storm water runoff;
- Potential for discharge of storm water pollutants from areas of material storage, vehicle or equipment fueling, vehicle or equipment maintenance (including washing), waste handling, hazardous materials handling or storage, delivery areas, and loading docks or other outdoor work areas;
- Potential for discharge of storm water to affect the beneficial uses of the receiving waters;

- Potential of significant changes in the flow velocity or volume of storm water runoff to cause environmental harm;
- Potential for significant increases in erosion of the project site or surrounding areas;
- Potential decreases in quality and quantity of recharge to ground water; and
- Potential impact of pollutants in storm water runoff from the project site on any 303(d) listed waterbodies.

CAA will assist the City as necessary to amend its CEQA documents and Low Impact Development (LID). We will assist the City as necessary to update the City's WQMP process to incorporate LID principles and to address the impact of urbanization on downstream hydrology. We will assist the City in the development of procedures requiring priority development projects infiltrate, harvest and reuse, evapotranspire, or bio-treat the 85th percentile storm event.

CAA will review WQMPs and Storm Water Pollution Prevention Plans (SWPPPs) on behalf of the City. Our staff will develop and implement a field program to verify that treatment control BMPs are designed and constructed in accordance with the approved WQMP. Prior to occupancy, CAA's inspection staff will verify that the BMPs are operating and functional. In addition, we will annually conduct inspections of all public agency structural treatment BMPs and at least 25% of priority project structural treatment BMPs.



As required by Section XII.I of the Permit, CAA will assist the City in the development of a database with information regarding each structural treatment BMP installed in the City after the adoption of the Permit. The database will include the following data fields: type of BMP, watershed where the BMP is located, date of construction, party responsible for maintenance, source of funding for operation and maintenance, maintenance verification, and problems identified during inspections.

7. Public Education and Outreach – CAA staff will evaluate the City's public outreach materials and activities. We will assist the City to enhance its current efforts (as necessary) to reduce urban runoff and storm water pollution. We will identify additional potential storm water pollution generating activities that may require the development of additional guidelines, assisting the City in the development of outreach materials targeting the household use of fertilizers, pesticides, herbicides and other chemicals, and guidance for mobile vehicle maintenance, carpet cleaners, commercial landscape maintenance and pavement cutting. In addition, CAA is available to assist the City in developing an environmental webpage with information regarding storm water quality BMPs.

8. Municipal Facilities Activities - CAA Project staff will conduct field surveys of the City's municipal fixed facilities, field programs, and drainage facilities identified in the City's LIP. Our staff will identify all the activities with the potential to discharge pollutants to the MS4 and determine if the necessary Best Management Practices (BMPs) are being utilized. We will verify the facilities are properly identified and ranked as high, medium or low priority; that inspections have been conducted at the required frequencies. CAA staff will assist the City in addressing any deficiencies identified during the inspections.

9. Municipal Training Program – CAA staff will review training records and programs for City staff involved in the implementation of the NPDES program to include; storm water managers, planning staff, inspectors, maintenance staff, public works staff, and contract staff. We will provide continues updates as necessary to the provide City staff, contract staff and the public.

10. Municipal Inspections of Industrial and Commercial Facilities – CAA will verify that all industrial and commercial sites that have the potential to discharge pollutants to the MS4 are included within the City's industrial and commercial facilities inventory. We will verify that the City's database system contains the following informational fields: ownership, facility size, location with GIS coordinates, inspection date(s), inspection findings, inspection photographs, enforcement actions, and follow-up inspection(s) and update the database as necessary.

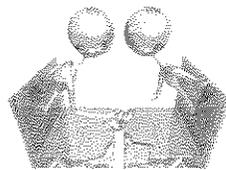
CAA's inspectors will perform inspections of the City's 23 High, 139 Medium, and 173 Low priority industrial and commercial facilities. In accordance with the terms of the MS4 Permit, all High Priority Sites shall be inspected once per year; Medium Priority Sites shall be inspected once every two years; and Low Priority Sites shall be inspected at least once during the Permit cycle. Our inspectors will confirm the status of storm water pollution control BMPs; document program compliance status; obtain signatures of the owner or owner's representative at the conclusion of each inspection; and disseminate storm water best management practices (BMPs) informational outreach materials. CAA will review storm water control BMP implementation, effectiveness and maintenance; verify that facility properly manages any outdoor material storage areas; shows no evidence of excessive staining; properly manages trash bins; maintains housekeeping BMPs; prohibits illicit discharges to the storm drain system; routinely cleans and inspects any storm drain inlets located on the facility's property; and trains employees to implement storm water BMPs.

In the event that inappropriate material or waste handling or storage practices are observed or there is evidence of past or present unauthorized, non-storm water discharges, CAA staff will issue a enforcement order and maintain the required re-inspection frequency (established in Section IX.4 of the Permit) for the next calendar year.

Upon the completion of each facility inspection, CAA staff shall prepare an inspection invoice and submit it to the facility.

CAA will assist the City in the development of a mobile business pilot program (as necessary) to address one category of mobile business from the following list: mobile auto washing/detailing; equipment washing/cleaning; carpet cleaning; carpet drape and furniture cleaning; or mobile high pressure or steam cleaning. We will assist the City in the development of Mobile Business BMP Fact Sheets for distribution at City Hall.

11. Program Effectiveness Report (PEA) Report – CAA will assist the City in the development and submittal of the annual Program Effectiveness Report to the Principal Permittee (County of Orange) for inclusion with the North Orange County unified Annual Storm Water Program Report to the Santa Ana Regional Board's Executive Officer by November 15th annually. The City will be provided with three (3) bound copies and a CD-ROM of the PEA Report.



C. COMPANY PROFILE

CAA was incorporated in the State of California in 1984. Over the past 27 years, we have provided outstanding professional services to over 75 municipal and regional government agencies. Our Project Team brings more than 75 years of combined and related project experience together with an expertise in development and management of similar NPDES programs other municipal clients.

FIRM ORGANIZATION

CAA has a demonstrated record of accomplishment of very low staff turnover, which has proven beneficial to our clients. CAA employs a fully credentialed, cross-trained staff that effectively meets our environmental, engineering and building & safety commitments to our clients.

CAA STAFFING AND POSITIONS	Principals	2
	Civil/Structural Engineers	18
	Engineering Planning Associates	20
	Environmental – NPDES and Solid Waste	7
	Building & Safety	59
	Administrative	5
	TOTAL	111



G. COST PROPOSAL

CAA will assist the City of Los Alamitos in the performance of tasks identified in the Scope of Work, at a not-to-exceed cost of \$61,092 during FY2011-2012. Additionally, CAA will assist the City on an As-Needed to review WQMPs and SWPPPs on a time and material basis, utilizing our Senior Environmental Consultant and Senior Engineer. CAA's Fee Schedule and Standard Hourly Rates are shown in the tables below.



EXHIBIT B
APPROVED FEE SCHEDULE

CITY OF LOS ALAMITOS

PROPOSED FEE SCHEDULE TO PROVIDE ENVIRONMENTAL MANAGEMENT SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SERVICES

CAA PROJECT TEAM							COST
TASK DESCRIPTION	Sr. Environmental Consultant	Environmental Scientist II	Sr. Engineer	Building Inspector	Environmental Inspector	Total Hours	Total Cost
Hourly Rates	\$138	\$108	\$100	\$80	\$78		

TASK 1 - CO-PERMITTEE MEETINGS							
• Monthly General Permittee Meeting	10	10				20	\$2,460
• Public Education Committee Meeting (at least twice annually)		4				4	\$432
• Annual Public Education Workshop		4				4	\$432
• Attend at least six (6) Co-Permittee Sub-Committee Meetings	8	10				18	\$2,184
Task 1 Total Hours	18	28				46	\$5,508
TASK 2 - LEGAL AUTHORITY							
• Legal Authority- assist the City as necessary to update Storm Water Ordinance	8					8	\$1,104
• Prepare Quarterly Reports to the Regional Board	10					10	\$1,380
• Revise the City's LIP as necessary to include additional local ordinances	10					10	\$1,380
Task 2 Total Hours	28					28	\$3,864
TASK 3 - ILLICIT DISCHARGE/ILLICIT CONNECTION (ID/IC) PROGRAM							
• Illicit Discharges/Illicit Connections - assist as necessary to enhance program	8				6	14	\$1,572
Task 3 Total Hours	8				6	14	\$1,572
TASK 4 - CONSTRUCTION PROGRAM							
• Construction Program- develop construction site inventory database	2			6		8	\$756
• Inspection of Active Construction Projects During Rainy Season					4	4	\$312
• Revise the LIP as necessary.	10					10	\$1,380
Task 4 Total Hours	12			6	4	22	\$2,448
TASK 5 - RESIDENTIAL PROGRAM							
• Residential Program- assist the City as necessary to develop residential program	12					12	\$1,656
• Include the Residential Program in the City's LIP	6					6	\$828
Task 5 Total Hours	18					18	\$2,484
TASK 6 - DEVELOPMENT PLANNING PROGRAM							
• Development Planning Program - Review City's Planning and CEQA Procedures	20					20	\$2,760
• Revise City's LIP as necessary	24					24	\$3,312
• Develop a WQMP Tracking Database	4			12		16	\$1,512
• BMP Verification Inspections	1				8	9	\$762
• WQMP and SWPPP Reviews *	TM		TM			TM	TM

CITY OF LOS ALAMITOS

PROPOSED FEE SCHEDULE TO PROVIDE ENVIRONMENTAL MANAGEMENT SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SERVICES

CAA PROJECT TEAM							COST
TASK DESCRIPTION	Sr. Environmental Consultant	Environmental Scientist II	Sr. Engineer	Building Inspector	Environmental Inspector	Total Hours	Total Cost
Hourly Rates	\$138	\$108	\$100	\$80	\$78		
Task 6 Total Hours	49			12	8	69	\$8,346
TASK 7 - PUBLIC EDUCATION AND OUTREACH							
• Public Education and Outreach- update outreach materials as necessary	10					10	\$1,380
Task 7 Total Hours	10					10	\$1,380
TASK 8 - MUNICIPAL FACILITIES ACTIVITIES PROGRAM							
• Municipal Facilities Inspections	1				10	11	\$918
• Update the City's LIP as necessary	10					10	\$1,380
Task 8 Total Hours	11				10	21	\$2,298
TASK 9 - MUNICIPAL TRAINING PROGRAM							
• Municipal staff training	8					8	\$1,104
Task 9 Total Hours	8					8	\$1,104
TASK 10 - INDUSTRIAL AND COMMERCIAL INSPECTIONS							
• Conduct Industrial and Commercial Facility Inspections on behalf of the City	8				180	188	\$15,144
• Mobile buisness pilot program	8					8	\$1,104
Task 10 Total Hours	16				180	196	\$16,248
TASK 11 - PROGRAM EFFECTIVENESS REPORT							
• Develop Draft PEA Report for City Approval	100				8	108	\$14,424
• Submitt Final PEA Repport to Orange County	8					8	\$1,104
• Prepare 3 Bound Copies and 2 CD Rom Copies					4	4	\$312
Task 11 Total Hours	108				12	120	\$15,840
GRAND TOTAL (NOT TO EXCEED)**							
	286	28	TM	18	236	680	\$61,092

* WQMP and SWPPP reviews will be performed on a time and materials (TM) basis in accordance with CAA's fee schedule at the Standard Hourly rates for the Sr. Environmentc

** Grand Total does not include WQMP and SWPPP Review Services, to be billed on a TM basis.

CITY OF LOS ALAMITOS
NPDES Proposals - RFP (Point System Rating)

		EEC Environ.	Cal Watershed Engin.	C. Abbott Associates
		Avg	Avg	Avg
1	Co Permittee Meetings	6.5	8	8.5
2	Legal Authority	7	7	10
3	Illicit Discharge/Illicit Connection Program	3	9	7
4	Inspection of Construction Site	7	7.5	9
5	Residential Program	6	8	9
6	New Development/Significant Redevelopment Program	2.5	9	9
7	Public Education & Outreach	6.5	8.5	6.5
8	Municipal Facilities/Activities	3	9	9
9	Training	5.5	9	8
10	Business Inspections	5.5	8	9.5
11	PEA	7	7.5	8
12	History and Experience of Firm	5.5	6.5	10
13	Service Delivery Approach	5.5	7	6.5
14	Scope of the Services to be offered	6.5	7.5	7
15	Completeness of Proposals	6.5	6	6.5
16	Price	10	2.5	9
TOTAL		93.5	120	132.5

Note : Scoring is 0, 5, 6,7,8,9, 10

City of Los Alamitos

Agenda Report Discussion Items

***May 16, 2011
Item No: 9A***

To: Mayor Kenneth Stephens & Members of the City Council

From: Jeff Stewart, City Manager

Subject: Reorganization of Administrative Services Department , Elimination of Administrative Services Director and Finance Manager Positions and Creation of Finance Director Position

Summary:

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 positions and the creation of a Finance Director position. The projected annual savings of the recommended reorganization is approximately \$75,000 annually.

Recommendation: 1) Approve Resolution No. 2011-08 creating the position of Finance Director and establishing a salary range for the position; 2) Eliminate the positions of Administrative Services Director and Finance Manager; and 3) Alternatively, discuss and take other action related to this item.

Background and Discussion

The current Finance Manager began working for the City in August 2010. At that time, the list of authorized positions for the Administrative Services Department were: Administrative Services Director, Finance Manager, Senior Finance Assistant, Finance Assistant and a part-time Account Clerk position. The Administrative Services Director position and the Finance Assistant positions have been vacant for the entire 2010/2011 fiscal year. During that time, The Finance Manager fulfilled most responsibilities of the Administrative Services Director, a part-time Account Clerk fulfilled a substantial portion the Finance Assistant's duties, the City Manager performed the personnel duties previously assigned to the vacant Assistant City Manager/Administrative Services Director position and the Information Technology function has been performed by the Support Services Manager in the Police Department.

After operating within that structure for the past several months, staff has concluded that the current arrangement of duty assignments is working effectively. Accordingly, staff is recommending that the City Council approve the restructuring the previous Administrative Services Department into a traditional Finance Department with the following positions and duties:

Finance Director

Annual Salary Range: \$98,567 – \$137,993

(This is the range for all Department Head positions, except Police Chief)

Job Description: The Director plans, organizes, coordinates, and manages the City's finance functions that include: preparing the City's annual budget and CAFR, financial reporting, accounting, purchasing, and risk management services and activities. The position directs and oversees the day-to-day operations of the Finance Department; assists in the development of fiscal policies and procedures; coordinates the investment of City funds, maintains financial records, and performs other related duties as required.

Senior Finance Assistant

Annual Salary Range: \$48,734 – \$59,237 *(Unchanged)*

Job Description: The Senior Finance Assistant, under general supervision, performs journey level finance functions including but not limited to: processing and data entry of accounts payable, accounts receivable, daily cash receipts, payroll, and purchasing transactions. The position also reviews and posts accounts payable, accounts receivable, daily cash receipts, payroll and purchasing transactions, and prepares a variety of financial spreadsheets and transactions. This position is distinguished from the Finance Assistant by the performance of higher-level technical accounting duties. In addition, the Senior Finance Assistant exercises lead worker supervision over the Finance Assistant.

Finance Assistant

Annual Salary Range: \$40,788 – \$49,578 *(Unchanged)*

Hourly Rate: \$21.10 – \$25.65

Job Description: The Finance Assistant, under general supervision, performs entry level finance functions including but not limited to: processing and data entry of accounts payable, accounts receivable, daily cash receipts, payroll, and purchasing transactions. This position also performs a variety of general office support work such as organizing and maintaining various files, reports, forms and various specialized documents.

Upon approval by the City Council, the reorganization plan would abolish the Administrative Services Director and Finance Manager positions, and would create a Finance Director position. Responsibility for duties related to personnel administration

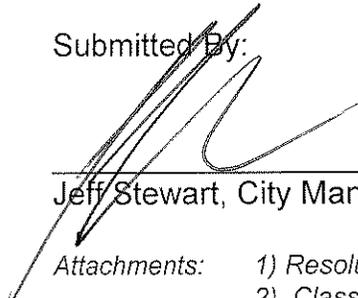
will remain with the City Manager and the Information Technology function will remain with the Support Services Manager.

The proposed reorganization has been tested informally over the past several months, and is functioning efficiently. Staff feels that the changes in the composition of the department and the reassignment of specific duties is in keeping with the ongoing effort to "right size" the organization, work as efficiently as possible and establish appropriate position classifications for current staff.

Fiscal Impact

The recommended would result in a structural savings of approximately \$75,000 annually.

Submitted By:



Jeff Stewart, City Manager

Attachments: 1) *Resolution No. 2011-08*
 2) *Class Specifications for Finance Director, Senior Finance Assistant and Finance Assistant Positions.*

RESOLUTION NO. 2011-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LOS ALAMITOS, CALIFORNIA, APPROVING THE JOB
DESCRIPTION AND SALARY RANGE FOR THE POSITION OF
FINANCE DIRECTOR**

WHEREAS, the job description for the Finance Director position has been prepared for formal City Council approval; and

WHEREAS, a salary range for the Finance Director position must formally be established.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LOS ALAMITOS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. The City Council of the City of Los Alamitos, California, finds that the above recitals are true and correct.

SECTION 2. The City Council of the City of Los Alamitos hereby approves the job description of the position of Finance Director attached to this resolution as Exhibit A.

SECTION 3. The City Council approves an annual salary range of \$98,567 to \$137,993 for the position of Finance Director.

SECTION 4. That the City Clerk shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 16th day of May, 2011.

Kenneth Stephens, Mayor

ATTEST:

Adria M. Jimenez, CMC, City Clerk

APPROVED AS TO FORM:

Sandra J. Levin, City Attorney

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

I, Adria M. Jimenez, CMC, City Clerk of the City of Los Alamitos, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 16th day of May 2011, by the following vote to wit:

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

Adria M. Jimenez, CMC, City Clerk

Finance Department Salary Schedule

Position	Step A	Step B	Step C	Step D	Step E
Finance Director	47.39 3,791 8,214 98,567	52.13 4,170 9,035 108,423	56.87 4,549 9,857 118,280	61.60 4,928 10,678 128,137	66.34 5,307 11,499 137,993
Senior Finance Assistant	23.43 1,874 4,061 48,734	24.60 1,968 4,264 51,171	25.83 2,067 4,477 53,730	27.12 2,170 4,701 56,416	28.48 2,278 4,936 59,237
Finance Assistant	21.10 1,688 3,658 43,895	22.16 1,773 3,841 46,090	23.27 1,861 4,033 48,395	24.43 1,954 4,235 50,814	25.65 2,052 4,446 53,355
P/T Finance Assistant	21.10	22.16	23.26	24.43	25.65

CITY OF LOS ALAMITOS

FINANCE DIRECTOR

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

THE POSITION

The Finance Director is a Department Head under the direction of the City Manager. The primary responsibilities of this position are directing, planning, organizing and overseeing the day-to-day operations of the City's Finance division. Specific duties of the job include preparing the annual budget, preparing financial statements and reports, maintaining financial records, coordinating the investment of the City's funds, supervising the financial operation of the City, overseeing risk management, assisting in the development of fiscal policies and procedures, and any other assignments as may be delegated by the City Manager.

CLASS CHARACTERISTICS

Employees in Executive Management classes report to the City Manager and are responsible for the development and administration of programs designed to address primary areas of City service. The incumbent is expected to exercise independent judgment, wisdom, common sense, and initiative in establishing efficient and effective departmental operations consistent with City Council policies and administrative guidelines established by the City Manager. The incumbent must also function as a member of the City's management team and participate actively in addressing issues of concern to the City which at times may not have a direct impact on area of specialization.

ESSENTIAL JOB FUNCTIONS

The following duties are typical for positions in this classification. Incumbents may not perform all listed job functions, nor are all listed duties necessarily performed by everyone in this class depending upon business need and changing business practices:

Under the direction of the City Manager, the Finance Director is required to perform the following essential job functions:

1. Plans, directs and coordinates the fiscal management program of the City including budget preparation and monitoring, collection and disbursement of revenues, accounting, financial reporting and auditing and investment of funds.
2. Monitors City compliance with various laws and regulations governing the administration of fiscal affairs.
3. Plans, directs, coordinates and is responsible for investments and cash flow; develops and implements policies governing the investment of City funds; directs the investment program.
4. Supervise the personnel and operations of the department.
5. Prepare the annual City Budget.
6. Oversees the preparation of the Comprehensive Annual Financial Report (CAFR).

7. Manages the City's Risk Management program and serves as staff liaison to the California Joint Powers Insurance Authority (CJPIA).
8. Prepare reports and recommendations for City Manager review and City Council action.
9. Prepare and recommend action on fiscal policies, personnel ordinances, resolutions, rules and regulations for City Manager review and City Council action.
10. Represent the City at meetings with outside agencies and citizens.
11. Respond to citizen inquiries and complaints;
12. Assume miscellaneous administrative assignments and
13. Attend City Council meetings.

QUALIFICATION GUIDELINES

Education, Experience and Training

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for satisfactory performance. A typical way to obtain the knowledge and abilities would be:

Education:

- A bachelor's degree in public or business administration, finance, accounting, or closely related field. A master's degree or C.P.A. is desirable.

Experience:

- Five years of progressively responsible municipal accounting experience, including at least two years of supervisory experience at the mid-management level.

Knowledge and Abilities

Knowledge of:

- Municipal accounting and finance administration principles, practices, and systems, including general and governmental accounting, auditing and reporting functions;
- State and Federal laws and regulations and local codes and ordinances affecting municipal finance;
- California risk management laws, regulations, and current best management practices;
- Reporting requirements pertaining to municipal finance;
- Auditing principles, standards and procedures used in examining accounts and records;
- Treasury management and investment programs available for municipal funds;
- Municipal budgeting processes;
- Internal control methods and procedures;
- Cost accounting methods and cost allocation techniques;
- Data processing applications in a public agency;
- Principles of supervision, training and performance evaluation.

Ability to:

- Plan, direct, and coordinate department activities;
- Make decisions regarding the operational and personnel functions of the department;

- Analyze unusual situations and resolve them through application of management principles and practices;
- Plan and enforce a balanced budget;
- Develop comprehensive plans to meet future City needs/services;
- Analyze and interpret financial data and accounting records and determine logical conclusions;
- Make accurate revenue and expenditure forecasts;
- Determine cash flow requirements;
- Invest funds prudently and wisely;
- Prepare and present financial and statistical reports in a concise and clear manner;
- Develop and administer department policies, goals, objectives and procedures;
- Recognize and implement improvements in financial record-keeping systems;
- Manage complex projects, on-time and within budget;
- Communicate effectively both orally and in writing;
- Deal constructively with conflict and develop effective resolutions;
- Establish and maintain effective working relationships;
- Select, train, supervise and evaluate department staff.

Special Requirements

- Possession of a valid Class "C" California driver's license and a satisfactory driving record.

PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS

The physical and mental demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- **Mental function:** Includes reading, writing, mathematical computations, operating a computer, problem solving, managing multiple projects, calmly handling complaints and problems from irate citizens or contractors, and decision making under stressful conditions.
- **Productivity:** Incumbents must perform work in an efficient, effective and timely manner with minimal direction.
- **Mobility:** Incumbents require sufficient mobility to work in an office setting and operate office equipment. Incumbents may be required to perform light lifting and carrying, file documents in various locations and heights, and sit, stand, walk, remain seated, and work at a video display terminal for prolonged periods of time.
- **Vision:** Vision sufficient to read small print, computer screens, and printed documents, and to operate assigned equipment.
- **Hearing:** Incumbents are required to hear in the normal audio range with or without correction.
- **Environment:** The environment is a typical office setting. Incumbents may be exposed to noise and/or dust.
- **Other factors:** Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to use a personal vehicle in the course of employment.

CITY OF LOS ALAMITOS

SENIOR FINANCE ASSISTANT

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

THE POSITION

Under general supervision, performs complex technical and clerical accounting work in connection with the preparation, validation, examination, coding, and reconciliation of fiscal, financial, and statistical records; prepares and maintains an automated payroll system; performs related duties as required.

CLASS CHARACTERISTICS

Positions in this class perform complex tasks in which advanced knowledge of fiscal and financial record keeping practices is required. Incumbents are expected to complete assignments in observance of established schedules and deadlines. This position is distinguished from the Finance Assistant by the performance of higher-level technical accounting duties. In addition, the Senior Finance Assistant exercises lead worker supervision over the Finance Assistant. This position is distinguished from the next higher class of Finance Manager in that the latter performs advanced journey-level work as a professional accountant.

ESSENTIAL JOB FUNCTIONS

The following duties are typical for positions in this classification. Incumbents may not perform all listed job functions, nor are all listed duties necessarily performed by everyone in this class depending upon business need and changing business practices:

1. Reviews time records submitted by all departments to ensure conformance with appropriate contracts and administrative policies and regulations; verifies pay increases and computer file data for the current payroll period; reviews and edits documents; corrects errors and balances payroll for each pay period; confers with individual employees regarding changes in paychecks, time sheets, codings, or deductions.
2. Participates in the preparation of payroll tax returns and other reporting documentation related to payable and payroll matters; prepares or processes insurance and other miscellaneous billings, payments for disability, terminations, retirement, and deferred compensation; compiles routine reports related to payroll activity.
3. Maintains accumulated leave records for all employees, including vacation, sick leave, holiday, compensatory time, and administrative leave; adjusts and corrects computer file records.
4. May explain health, life, and long term disability insurance and other benefits to new employees; may work with insurance companies to resolve problems for covered employees and notify employees of COBRA benefit and maintain related accounts.
5. Enters data and processes accounts payable checks, and purchase orders.
6. Verifies claims, warrants, deposit slips, computer source documents, and other records for arithmetical accuracy, consistency, and budget classifications requiring application of established coding and record keeping practices.
7. Assembles, sorts, tabulates, codes, and files fiscal and statistical data; makes arithmetical calculations and verifies totals and extensions; performs data entry or maintains manual records to post, adjust, and balance accounts; allocates funds to correct accounts according to established procedure; balances and reconciles accounts.

8. Prepares and analyzes a variety of routine fiscal statements, reports, and schedules.
9. Collects and accounts for money; issues receipts; maintains cash drawer, and prepares deposits as required.
10. Prepares and otherwise processes various bills and invoices; prepares entries, tabulations, standard forms, and routine documents according to specific instructions; maintains related files; operates computers, calculators, and other standard office equipment as required.
11. Responds to inquiries in person or by phone, providing explanation of established procedures and work unit policies which may require the use of judgment; corresponds with vendors, businesses, or the public according to established procedure.
12. Performs a variety of general office support work such as organizing and maintaining various files, reports, forms, and specialized documents.
13. Assists with updating and maintaining fixed assets information.
14. Assists in the purchasing of office supplies for the City; distributes and stores office supplies.
15. Remains seated and work at computer terminal for prolonged periods; files documents in various locations and heights.
16. Provides vacation and temporary relief as required.

QUALIFICATIONS GUIDELINES

Education, Experience and Training

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- High school graduate or equivalent and completion of a minimum of two years of college level coursework in basic accounting, economics, or finance.

Experience:

- Three years of increasingly responsible technical and clerical accounting experience which included routine fiscal record keeping, accounting, maintenance of automated financial and statistical records, public contact, and the application of policies and procedures in the performance of assigned tasks. Two years of technical and clerical accounting experience may be substituted if at least one of these years includes employment with the City of Los Alamitos.

Knowledge and Abilities

Knowledge of:

- Principles, methods and practices of fiscal and financial record keeping, including automated payroll systems.
- Modern office methods, practices, procedures and equipment, including computer hardware and software necessary for word processing, graphic presentation, mapping, and database management.

Ability to:

- Understand, interpret and apply the fundamental principles of accounting and general fiscal and financial record keeping practices in the performance of assigned tasks; maintain ledgers and journals; analyze fiscal data and draw logical conclusions.
- Perform difficult clerical and financial record keeping work; make arithmetic calculations quickly and with accuracy; reconcile differences within the automated record keeping system requiring an understanding of the relationship among accounting records and documents.

- Lead and review the work of subordinate staff.
- Operate an office computer terminal and prepare manual and computerized financial reports; operate related office equipment.
- Establish and maintain cooperative working relationships with those contacted in the course of work.
- Remain seated and work at a video display terminal for prolonged periods and file documents in various locations and heights.

Special Requirements

- Possession of a valid Class "C" California driver's license and a satisfactory driving record.

PHYSICAL AND MENTAL DEMANDS/WORKING CONDITIONS

The physical and mental demands herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

- **Mental function:** Includes reading, writing, mathematical computations, operating a computer, problem solving, managing multiple projects, calmly handling complaints and problems from irate citizens or contractors, and decision making under stressful conditions.
- **Productivity:** Incumbents must perform work in an efficient, effective and timely manner with minimal direction.
- **Mobility:** Incumbents require sufficient mobility to work in an office setting and operate office equipment. Incumbents may be required to perform light lifting and carrying, file documents in various locations and heights, and sit, stand, walk, remain seated, and work at a video display terminal for prolonged periods of time.
- **Vision:** Vision sufficient to read small print, computer screens, and printed documents, and to operate assigned equipment.
- **Hearing:** Incumbents are required to hear in the normal audio range with or without correction.
- **Environment:** The environment is a typical office setting. Incumbents may be exposed to noise and/or dust.
- **Other factors:** Incumbents may be required to work extended hours including evenings and weekends. Incumbents may be required to use a personal vehicle in the course of employment.

Date:

CITY OF LOS ALAMITOS

FINANCE ASSISTANT

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

THE POSITION

Under general supervision, performs technical and clerical accounting work in connection with the preparation, validation, examination, coding, and reconciliation of fiscal, financial, and statistical records; prepares and maintains an automated payroll system; performs related duties as required.

CLASS CHARACTERISTICS

Positions in this class perform moderate to difficult tasks in which working knowledge of fiscal and financial record keeping practices is required. Incumbents are expected to complete assignments in observance of established schedules and deadlines. This position is distinguished from the next higher class in the Accounting series in that the latter performs complex, journey-level work.

ESSENTIAL JOB FUNCTIONS

The following duties are typical for positions in this classification. Incumbents may not perform all listed job functions, nor are all listed duties necessarily performed by everyone in this class depending upon business need and changing business practices:

1. Reviews time records submitted by all departments to ensure conformance with appropriate contracts and administrative policies and regulations; verifies pay increases and computer file data for the current payroll period; reviews and edits documents; corrects errors and balances payroll for each pay period; confers with individual employees regarding changes in paychecks, time sheets, codings, or deductions.
2. Prepares payroll tax returns and other reporting documentation related to payable and payroll matters; prepares or processes insurance and other miscellaneous billings, payments for disability, terminations, retirement, and deferred compensation; compiles routine reports related to payroll activity.
3. Maintains accumulated leave records for all employees, including vacation, sick leave, holiday, compensatory time, and administrative leave; adjusts and corrects computer file records.
4. May explain health, life, and long term disability insurance and other benefits to new employees; may work with insurance companies to resolve problems for covered employees and notify employees of COBRA benefit and maintain related accounts.
5. Enters data and processes accounts payable checks, and purchase orders.
6. Verifies claims, warrants, deposit slips, computer source documents, and other records for arithmetical accuracy, consistency, and budget classifications requiring application of established coding and record keeping practices.
7. Assembles, sorts, tabulates, codes, and files fiscal and statistical data; makes arithmetical calculations and verifies totals and extensions; performs data entry or maintains manual records to post, adjust, and balance accounts; allocates funds to correct accounts according to established procedure; balances and reconciles accounts.
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QUALIFICATIONS GUIDELINES

Education, Experience and Training

Any combination of experience and training that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

- High school graduate or equivalent and completion of college level coursework in basic bookkeeping, accounting, economics, or finance.

Experience:

- Two years of increasingly responsible technical and clerical accounting experience which included routine fiscal record keeping, accounting, maintenance of automated financial and statistical records, public contact, and the application of policies and procedures in the performance of assigned tasks.

Knowledge and Abilities

Knowledge of:

- Principles, methods and practices of fiscal and financial record keeping, including automated payroll systems.
- Modern office methods, practices, procedures and equipment, including computer hardware and software necessary for word processing, graphic presentation, mapping, and database management.

Ability to:

- Understand, interpret and apply the fundamental principles of accounting and general fiscal and financial record keeping practices in the performance of assigned tasks; maintain ledgers and journals; analyze fiscal data and draw logical conclusions.
- Perform difficult clerical and financial record keeping work; make arithmetic calculations quickly and with accuracy; reconcile differences within the automated record keeping system requiring an understanding of the relationship among accounting records and documents.
- Operate an office computer terminal and prepare manual and computerized financial reports; operate related office equipment.
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